



General Terms and Conditions for Registration Tailor-Made Courses University of Groningen Language Centre

These General Terms and Conditions apply to all tailor-made Courses that the University of Groningen (UG) Language Centre organizes for individuals, groups, and organizations, both internally and externally.

Definitions

Participant: The person who, on the basis of the agreement between the University of Groningen Language Centre, takes part in a Course provided by the University of Groningen Language Centre.

Course: The tailor-made course provided by the University of Groningen Language for individuals, groups, and organizations, both externally and internally.

Course Agreement: The contract for services between the Client and the Contractor, under which the Contractor undertakes to provide a tailor-made Course for the Client. The Client participates in the Course in accordance with the agreed content, duration, and conditions, and in return for payment of a pre-determined fee.

Client: The Participant who will take the tailor-made Course, or alternatively the formal applicant on behalf of an organization, or the representative of a group of participants that will take the Course.

Contractor: The University of Groningen Language Centre.

Consumer: A natural person not acting in the course of a profession or business.

Business Client: A natural person or legal entity acting in the course of a profession or business.

In Writing: Communication by email or by post.

Article 1 – Application procedure

1.1 The application procedure for a tailor-made Course, be it online or in-person, will take place in an online or in-person intake interview between the Client and the Contractor (unless agreed that this is not necessary). No fee will be charged for the intake interview.

The following aspects will be discussed during the intake interview:

- Determining the level of the Participant(s)
- Objectives of the Course
- General Course content
- Number of contact hours
- Total study load (including independent study)
- Practical matters, such as the Course days and times, place, duration of the Course.

1.2 After the intake interview, the Contractor will receive an offer containing a summary of the interview, the general Course design and a quotation.



- 1.3 All Language Centre Courses are open to Participants of 18 years and over.

Article 2 – Applicability

- 2.1 These General Terms and Conditions apply to all requests for an offer, offers or order confirmations regarding an agreement for the Contractor to supply a Course or Courses to the Client.
- 2.2 By accepting the Contract or entering into the agreement, the Contractor agrees to the applicability of these General Terms and Conditions for Registration.
- 2.3 Different or additional general terms and conditions or other stipulations to which the Client refers in its tender, order confirmation, correspondence, invoice or other communications are explicitly dismissed, except if the Contractor accepts these explicitly in writing and after the Client has accepted them.
- 2.4 Special contractual commitments agreed in writing take precedence over these General Terms and Conditions for Registration.

Article 3 – Offer: Acceptance and Amendment

- 3.1 An offer is valid for up to 60 days after sending.
- 3.2 The Client can only accept an offer by email to the Language Centre. After receipt of the acceptance, the Course may start and the relevant trainer will contact the Client to plan the Course. At least the offer and the conditions must have been accepted by the Client – whether or not automatically – when the Language Centre starts the assignment's execution.
- 3.3 In the case of any amendments after accepting this offer, such as purchasing additional Course material, adding Participants or extra overnight stays, additional costs will be charged and agreed upon in writing. After the Course, the Contractor will send the Client an additional invoice for any amendments that have been approved in writing.
- 3.4 The Parties agree that if the execution of the Agreement is severely hampered by unforeseen circumstances, they will enter into negotiations to reach the best possible solution. This can result, among other possibilities, in adjustments to the service provided, such as (but not limited to) transitioning from an in-person Course to an online Course, an adjustment to the agreed duration of the Course or sessions and, in serious cases in which the continuation of the Agreement according to the applicable requirements would be improper, termination of the Agreement. In such a scenario, parties should take into account each others' legitimate interests.

Article 4 – Prices

- 4.1 The Language Centre is not liable to pay VAT for its teaching activities.
- 4.2 The quotation in the offer is based on the trainer's hourly rate at the moment of the intake interview, unless agreed upon differently in writing.
- 4.3 The prices of the Courses are exclusive of teaching materials unless stated otherwise in the offer.



- 4.4 Travel costs and – if needed – accommodation expenses will be charged for on-site Courses (in-company). These costs will be included in the offer.
- 4.5 The Language Centre Course fees are subject to price increases as a consequence of indexation and salary raises in accordance with Collective Labour Agreement (CAO) regulations. The Language Centre reserves the right to calculate such price increases, if applicable, into our Course fees.

Article 5 – Invoicing and payment

- 5.1 After the Client approves of the offer, the Contractor will send the Client an invoice to the amount agreed upon. The Course fee must be paid within 30 days of the date of the invoice. If agreed beforehand, optional payment in instalments may occur, following a schedule to be determined.
- 5.2 If the invoice has not been paid after the expiry of the payment period of 30 days, the Contractor has the right to refuse the Participant(s) admission to the Course with immediate effect. If the invoice is not paid within the payment period of 30 days, the Participant shall be in default once the period specified in a notice of default has expired. From the due date until the date of full payment, the Participant shall owe statutory interest on the outstanding amount. The statutory interest shall be immediately due and payable. The costs associated with the collection of the invoiced amounts (including extrajudicial collection costs) shall be borne by the Participant.

Article 6 – Schedule and contents of tailor-made Courses

- 6.1 Course dates will be agreed upon by the trainer and the Client. Should any sessions be cancelled because of an occasional absence of the Participant (in individual programmes) or (part of) a group (in tailor-made group Courses, excluding lectures/student programmes), and if such absence has been notified at least 48 hours beforehand, an effort will be made to reschedule the cancelled sessions before the envisaged end date of the Course.

In such cases, the Course duration may be extended by no longer than 10% of the initial completion time. Unless agreed otherwise, the Language Centre reserves the right to terminate the Course after the extension mentioned above, even if not all sessions have taken place. Any non-realized sessions will be cancelled. In that case, no Course fee will be refunded.

If this Course period is exceeded due to circumstances within the Language Centre, an arrangement will be sought in consultation to prevent the Participants from suffering from the situation.
- 6.2 The unauthorised disclosure and reproduction of copyright-protected works, such as the prescribed Course materials (including books and e-books), is prohibited under the Dutch Copyright Act (Auteurswet). Unlawfully made available copies by third parties without the permission of the copyright holder do not fulfil the requirement to purchase the prescribed Course materials.



- 6.3 Except for Course materials purchased by the Client, all materials made available during a Course and developed or adapted by the Language Centre will remain the property of the Language Centre.
- 6.4 If the Course is to take place at the Contractor's site, the standard duration of a teaching hour is 50 minutes, excluding breaks, unless agreed otherwise.
- 6.5 If the Course is to take place online and/or in the UG's online learning environment Brightspace, the Participant must have a stable internet connection (fiber-optic, ADSL or via cable, with a minimum download speed of 4Mbps and upload speed of 128Kbps), a laptop or desktop computer with clear video and audio settings, a webcam and a microphone.

Article 7 – Conditions of cancellation

- 7.1 Both the Consumer and the Business Client may cancel the enrolment free of charge in writing within 14 days from the date of acceptance of the offer.
- 7.2 If a Business Client cancels the Course after acceptance of the offer, the following payment terms shall apply:
 - 7.2.1 In the event of cancellation up to 10 working days prior to the start of the Course, 50% of the agreed Course fee shall be payable;
 - 7.2.2 In the event of cancellation from 10 working days prior to or after the start of the Course, the full agreed Course fee shall be payable.
- 7.3 If a Consumer cancels the Course after the statutory cooling-off period of 14 days and the Course has already started, the Consumer shall pay the Contractor a reasonable fee for the services already performed. The Contractor shall, in this case, prepare a specified final statement as soon as possible after cancellation. A reasonable fee shall in any case include administrative costs as well as the costs of the services performed by the Contractor up to that point.
- 7.4 Cancellations shall be made by email to languagecentre@rug.nl. The Client may only assume that the cancellation has been received by the Contractor once receipt has been confirmed.
- 7.5 Should the Language Centre have good reasons to cancel a Course, the Course fee will be reimbursed to the Client within 30 days of notification of the cancellation, without being liable for payment of damages. The Language Centre cannot be held liable for any costs incurred by the Client due to the cancellation (such as travel costs and overnight stays).

Article 8 – Other conditions and regulations

- 8.1 The following conditions and regulations also apply:
 - [General Purchasing Conditions \(Supplies and Services\) of the University of Groningen](#)
 - [General Privacy Statement of the University of Groningen](#)
 - [Language Centre Complaints Procedure](#)
- 8.2 The Contractor reserves the right to amend the payment and cancellation conditions at any time.



Article 9 – Liability

- 9.1 The Language Centre cannot be held liable for any damage that may be caused by or in connection to participating in a Language Centre Course. Nor can it be held liable due to cancellation of the Course agreement by the Language Centre unless it is attributable to deliberate intent or gross negligence of the Language Centre.
- 9.2 Should the Language Centre, despite the provision in Article 9.1, be liable for damages at any time, the compensation will be limited to no more than the amount of the invoice.
- 9.3 Indirect damages will not be compensated.

Article 10 – Applicable law

- 10.1 All tailor-made Courses offered by the Language Centre and any agreements between the Language Centre and the Participant are subject to Dutch law.
- 10.2 Any disputes arising in the context of Article 10.1 which cannot be solved by mutual agreement shall be brought before the competent court of the District Court of the Northern Netherlands located in Groningen.

Contact details

University of Groningen Language Centre
Oude Kijk in' t Jatstraat 26 9712 EK Groningen
P.O. Box 716
9700 AS Groningen
Phone: 050-363 5802
Talencentrum@rug.nl
www.rug.nl/talencentrum