



1st version 31 March 2021

Updates 25 August 2021:

-Name school

-Policy when cancelling exactly 4 weeks before start course

## **Terms & conditions**

*Dutch with Joy! supports students in learning Dutch as a second language. The result of a course depends on the time and effort the student puts in. We will do our very best to help you reach your goals. Please, let us know if there is anything not up to your expectations. We will try to meet your wishes and needs. If a problem or question arises, we will look for solutions that suit all parties and are possible within the framework and possibilities of our language school. In case of conflict of interest we will work by the following terms and conditions.*

### **1 - General**

1.1 These terms and conditions apply to every assignment that *Dutch with Joy!* (Kamer van Koophandel registration Happy to C you, no. 63428814) accepts and to every service that we offer. Together with the confirmation of your course they represent the entire agreement between the parties and supersedes any prior or current understandings, whether written or oral.

1.2 These terms and conditions have priority to and exclude applicability of any terms and conditions of other contracting partie(s).

### **2 - Cancellation, changes and payment of open courses**

#### *2.1 Cooling off period*

You may cancel or change your course with immediate effect within 14 days after the first day after the day of your purchase without giving us a reason, by submitting an e-mail to [info@joyceveldsink.nl](mailto:info@joyceveldsink.nl) (=Cooling off period). We will issue a refund for your course. However, this Cooling off period will expire on the day your course starts and you no longer have the right to a refund.

#### *2.2 Cancellation after Cooling off period*

In case you cancel your course after the Cooling off period of 14 days:

- a) You will receive a refund of 70% when you cancel more than 4 weeks before your first class.
- b) You will receive no refund when you cancel 4 weeks or less than 4 weeks before your first class.

#### *2.3 Change class after Cooling off period*

If you want to change the date or level of your course before the start of your course, you are effectively cancelling your class and booking a new class, from an administrative point of view. Therefore the same rules as for a cancellation apply. However, if the requested change does not negatively affect anyone, we will see if we can make it happen anyway. In case we change your course as a courtesy, you have no more rights to cancellation, refund, changes, etc.

#### *2.4 Change or cancellation during course*

Once your course has started it is no longer possible to change or cancel your course. You will receive no refund and can not postpone your course. *However we will do all we can within our possibilities, to make this course a good fit for you. So please, let us know if you do not feel comfortable. We will look for a solution that benefits both parties. In our experience a lot can be achieved when 2 parties are willing to work together.*

#### *2.5 Change or cancellation when paying in instalments*

Although we have no obligation to offer instalments, as a service to our customers we sometimes offer the possibility of paying in terms. In that case, your seat is booked from the moment we receive your first instalment. From that moment our regular cancellation/change policy applies. This means, among other things, that after the Cooling off period of 14 days after your first installment and within 4 weeks prior to the start of your course you have an obligation to pay the full amount (on dates agreed upon). We have no obligation to remind you before an instalment is due, but expect you to pay on the dates communicated with you. If this is not respected, we will remind you twice of the instalment. If this is also not respected we will call in a debt collection agency right away and you will have the obligation to pay for the full amount of the course, the extra costs for using a debt collection agency, the interest involved and 150 euros handling costs.

#### *2.6 Change or cancelation by the school*

In case the number of students for a course falls below the threshold for that course, Dutch with Joy! reserves the right to postpone or cancel any scheduled course up to 4 days prior to the scheduled start of that course or change the course to a small group program. In such a case, Joyce Veldsink will give the student the opportunity to select either a full refund, to join the rescheduled course or to enroll in another course.

### **3 - Cancellation, changes and payment of private courses**

3.1 When purchasing a private course, we will tailor it to the needs and preferences of the student(s). We will send you a proposal outlining the details of that course. You confirm by purchasing the package. Once purchased, cancellation, change of dates or transferring the course to another person is no longer possible.

3.2 Courses up to 10 classes are valid until 6 months after purchase. Other courses are valid

until 1 year after purchase.

3.3 When paying in instalments, your seat is booked from the moment we receive your first instalment. From that moment cancellation, change of dates or transferring the course to another person is no longer possible. We will not remind you before an instalment is due, but expect you to pay on the dates we agreed on. If this is not respected, we will remind you of the instalment and call in a debt collection agency if two reminders are not respected. In this case you have the obligation to pay for the full amount of the course, the extra costs for using a debt collection agency, the interest involved and 150 euros handling costs.

#### **4 - Cancellation, changes and payment by companies & organisations**

4.1 When purchasing a seat as a company or an organisation in an open course or a company course, we can send you an invoice on request. Once the invoice is requested, cancellations and changes are no longer possible.

4.2 Invoices need to be paid in full within 14 days or if a course starts earlier before the start of a course. If by exception a course starts before an invoice is paid, the full invoice is due whether or not a student will start or continue the course. If the above is not respected we will send 2 reminders. If they are not respected we will call in a debt collection agency and you have the obligation to pay the full amount of the course, the extra costs for calling in a debt agency, the interest involved and a 150 euros handling costs.

#### **5 - Other terms & conditions**

5.1 Reservations are only made through payment via the website or for companies through an invoice. Reservations for open courses by others than companies and organisations are only made through the purchase of a course.

5.2 As a rule, courses are not transferable to other people than the name it is booked under. We make exceptions when it suits all parties involved.

5.3 We do not offer catch-up lessons when a student misses a class. The teacher will provide the learning materials of that class through Google Classroom for self study.

5.4 In case of bank holidays, illness of the teacher or other circumstances we may postpone 1 or 2 classes. They will move to the first week right after the end of that course, on the regular scheduled days and times of that course. If necessary, another teacher will take over the class. We are not responsible for any consequential damage or loss of income arising from this situation.

5.5 Books and websites are not included in the course, unless specifically outlined. When students join a course, they have the obligation to purchase the book that the school works with.

5.6 Dutch with Joy! has copyright on all learning materials provided by it's teachers.

Reproduction and/or distribution of the materials is prohibited without written permission of Dutch with Joy!.

5.7 Dutch with Joy! respects the student's privacy and will not share his/her data with a third party. We will only collect the data needed to offer the student a good course.

## **6 - Limitation of Liability**

6.1 Dutch with Joy! shall not be liable under any agreement for any indirect, special, incidental, punitive or consequential damages, or any other similar damages under any theory of liability (whether in contract, tort, strict liability or any other theory). Further, Dutch with Joy! shall not be liable, in any way, for theft, damage, or loss of the Student's personal effects.

6.2 The student assumes all responsibility for the selection of the course necessary to achieve the student's intended results and for the use and results of the Course. Dutch with Joy! makes no warranty for any course to be fit for any intended purpose.

6.3 Dutch with Joy!'s total liability for any direct loss, cost, claim or damages of any kind related to the agreement shall not exceed the amount of the course fees paid or payable by the Student to Dutch with Joy! under such agreement during the 12 months prior to the event giving rise to such loss, cost, claim or damages. However, nothing in paragraph shall have the effect of limiting a Dutch with Joy!'s liability for personal injury or death caused by the negligence of Dutch with Joy! and fraud.

6.4 In case Dutch with Joy! due to circumstances outside of her reasonable control can no longer fulfill its obligations, she can dissolve an agreement, without any obligation to compensation. Among these circumstances are, but not exclusively, fire, accident, illness, strike, riots, war, transport barriers, government measures, disruptions in the services of internet providers and other circumstances Dutch with Joy! can not influence. If Dutch with Joy! has to cease further execution due to force majeure, it retains the right to compensation for the work performed and the costs incurred up to that time.

6.5 Dutch with Joy! may take photos and videos of the students for inclusion in promotional material (brochures, websites, catalogs, etc.) unless the Student has explicitly communicated an objection to this before printing and publication.

6.6 These terms together with the confirmation of your course represent the entire agreement between the parties and supersedes any prior or current understandings, whether written or oral.

6.7 The agreement will be governed by the laws of The Netherlands. The parties consent to the jurisdiction by the courts of 's-Hertogenbosch for any claim relating to this agreement. Notwithstanding the parties' right to submit a claim to the courts of 's-Hertogenbosch, the Student shall omit to try to resolve any dispute under the agreement by submitting a written

complaint (email) in accordance with Dutch with Joy!'s complaint procedure described above.