

GENERAL TERMS AND CONDITIONS FOR THE REGULAR AND CORRESPONDENCE VERSIONS OF THE TAILOR-MADE COURSES FOR LAWYERS AND/OR LEGAL SECRETARIES OF CHRIS P. ODIJK & XANDRA LAMMERS ENGLISH COURSES & TRANSLATIONS 2018-2019

Enrolment

Article 1

- a. For a regular or correspondence version of a tailor-made course in legal English you can enrol by email (or by letter or telephone).
- b. Once agreement has been reached on the curriculum, the frequency of the sessions, the timing of the sessions, the location where the course will be given and the fee paid for the tailor-made course, this agreement will be confirmed by email (or by letter) by the client and **Chris P. Odijk & Xandra Lammers English Courses & Translations**. From that time on, the agreement between the client and Chris P. Odijk & Xandra Lammers English Courses & Translations comes into effect.

Fee

Article 2

- a. The fee is, in principle, based on the standard hourly rate of EUR 75 per hour (or the standard fee of EUR 65 per 'study hour' in the case of a correspondence course), unless expressly agreed otherwise.
- b. In addition, the client owes a travel allowance (based on the usual public transport rates) if the tailor-made course is held at the client's location.

Payments

Article 3

- a. As soon as the agreement on the tailor-made course (as referred to in Article 1(b)) has been confirmed in writing by both parties, **Chris P. Odijk & Xandra Lammers English Courses & Translations** sends an invoice to the client by email regarding the agreed fee and the possible reimbursement of travel expenses.
- b. The agreed fee for the tailor-made course and the reimbursement of travel expenses, if any, must be paid in one payment on the date of the first session (or the date of the first email assignment in the case of the correspondence version of a tailor-made course) at the latest, unless expressly agreed otherwise. (Transfer payments to: **ABN-Amro account no. 44.46.78.557** or **ING account no. 58.44.972**, in the name of C.P. Odijk, Erich Salomonstraat 525, 1087 GT Amsterdam, or to other bank or giro accounts to be specified.)
- c. The study materials to be provided during the course are included in the course fee; any study books are at the client's expense.

Pace of the courses

Article 4

- a. The sessions of the regular tailor-made course are held at the agreed dates and times. Should it turn out during the course that certain dates or times are not convenient, then these dates or times will be adjusted by consultation between the parties.

b. As far as the pace of the correspondence version of a tailor-made course is concerned: because many 'distance students' choose the written version precisely because of busy work, a structure has been chosen in which they can determine their own pace if they so wish. This means that it is not a problem if the student is unable to submit an assignment every week. An 'extension' is permitted. However, the rule is that the course programme must in any case be completed within a period of time equal to three times the number of weeks of which the course is composed (excluding vacation periods). If the programme has not been completed by the end of this period, the remainder of the course can be completed at a proportionate additional fee.

Article 5

- a. By not attending sessions (or submitting assignments in the case of the correspondence version of the course) by participants in the tailor-made course, the financial obligation towards Chris P. Odijk & Xandra Lammers English Courses & Translations does not lapse.
- b. All costs reasonably incurred as a result of non-payment (both judicial and extrajudicial collection costs), as well as the statutory interest are at the client's expense. In the event of non-payment, **Chris P. Odijk & Xandra Lammers English Courses & Translations** may unilaterally terminate the agreement with the client without any notice of default being required.
- c. In addition, in case of late payment for a correspondence course, **Chris P. Odijk & Xandra Lammers English Courses & Translations** will not mail any assignments.

Certificate and RD points

Article 6

- a. There is no examination attached to the tailor-made courses.
- b. Participants in a tailor-made course who successfully complete the entire training programme will receive a certificate and (if applicable to the participant concerned) a statement for the purposes of awarding PO points.

Cancellation

Article 7

- a. In the event of cancellation of a tailor-made course before the first session has taken place (or before the first e-mail assignment has been sent in the case of the correspondence version of a tailor-made course), the client owes a cancellation fee of EUR 50.
- b. In the event of cancellation of a tailor-made course after the first session has taken place (or after the first e-mail assignment has been sent in the case of the correspondence version of a tailor-made course), the client owes a cancellation fee of EUR 50 and the proportional amount attributable to the sessions that have already taken place (or the e-mail assignments that have already been returned in the case of the correspondence version of a tailor-made course).
- c. Any positive balance in favour of the client after cancellation, for example because the fee has already been paid in full, will be refunded by Chris P. Odijk & Xandra Lammers English Courses & Translations to the client (subject to any deduction of what the client owes by virtue of the provisions of this article).

Copyright and property rights

Article 8

- a. **Chris P. Odijk & Xandra Lammers English Courses & Translations** reserves all rights attached to the course material provided by **Chris P. Odijk & Xandra Lammers English Courses & Translations**. No part of this material may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of **Chris P. Odijk & Xandra Lammers English Courses & Translations**.
- b. Students are not permitted to make the course material available to third parties, neither during nor after the course.

Complaints Handling Procedure

Article 9

Any complaints are processed in accordance with the Complaints Handling Procedure of **Chris P. Odijk & Xandra Lammers English Courses & Translations**. This Procedure is published on the website of **Chris P. Odijk & Xandra Lammers English Courses & Translations**.