

# GENERAL TERMS AND CONDITIONS OF PAYMENT AND ENROLMENT GOVERNING THE REGULAR AND CORRESPONDENCE VERSION OF THE PRACTICAL LEGAL ENGLISH FOR LAWYERS AND/OR LEGAL SECRETARIES COURSE OF CHRIS P. ODIJK & XANDRA LAMMERS ENGLISH COURSES & TRANSLATIONS 2018-2019

## *Enrolment*

### Article 1

a. For the course, applicants are required to pay an enrolment fee of EUR 50. This enrolment fee is set off against the course fee and is non-refundable, unless the situation described in 2a, 2c or 2d occurs. After submitting the completed and signed enrolment form and paying the enrolment fee, the applicant receives a written confirmation of receipt and an invoice for the balance of the course fee. The contract between the student and Chris P. Odijk & Xandra Lammers English Courses & Translations takes effect at the date of the confirmation of receipt. (Course fees are to be paid into **ABN-Amro Bank account no. 44.46.78.557** or **ING Bank account no. 58.44.972** in the name of Mr C.P. Odijk and/or Mw A.E.C. Lammers, Erich Salomonstraat 525, 1087 GT Amsterdam, the Netherlands, or other bank or giro accounts to be specified by the latter.)

b. The applicant must specify on the enrolment form (as part of the name of the course) whether (s)he enrolls for the regular or for the correspondence version of the course. He or she must also state on the form whether he or she wants to qualify for PO points.

c. The student's enrolment is not completed and legally effective until Chris P. Odijk & Xandra Lammers English Courses & Translations has received the enrolment fee and the enrolment form. If the student has opted to transfer the full course fee at the time of the submission of the enrolment fee, in accordance with paragraph 1d., the student's enrolment is completed and legally effective when Chris P. Odijk & Xandra Lammers English Courses & Translations receives the enrolment form *and* the course fee.

d. The applicant is free to pay the full course fee at the same time that (s)he submits the enrolment form; in that case, the applicant is not required to pay the enrolment fee separately.

### Article 2

a. If there are insufficient enrolments for the regular course, this course may be cancelled; in that case, the course fee (including the enrolment fee) is refunded. Naturally, if the regular course is cancelled, the applicant may decide to change over to the correspondence version of the course. In that case, the applicant receives an amended invoice and any course fee already paid will be set off against the new invoice amount. Once the regular course has started, however, it cannot be terminated prematurely.

b. If the regular course capacity is exceeded, applicants for the regular course are accepted in order of enrolment. (Please note that an enrolment is not valid until the

enrolment fee and the full course fee have been paid. The date at which the enrolment fee and the course fee have been received determines the order of enrolment for this purpose.)

c. If the applicant cannot be admitted to the regular course, course fees that may have been paid (including the enrolment fee) are refunded unless (s)he wants to change over to the correspondence version of the course (see Article 3a).

d. Chris P. Odijk & Xandra Lammers English Courses & Translations reserves the right to change the timing and venue of the course; applicants who have enrolled for the course will receive a written notification to that effect. Applicants who subsequently decide not to take part in the course are entitled to a refund of any course fee(s) (including the enrolment fee) that may have been paid.

### **Article 3**

a. Enrolment for the regular course closes one week after the date of the introductory session/open information evening of the course or, if there is no introductory session/open information evening, on the date of the first class of the course (or workshop).

b. Students may start the correspondence version of any course at any time convenient to them. The start date of the relevant course is the first Monday (not falling in a vacation period) after all administrative formalities (submission and receipt of enrolment form, transfer and receipt of the enrolment fee, confirmation of the enrolment, and transfer receipt of the course fee) have been completed

### ***Venue***

### **Article 4**

The course is held at the location Erich Salomonstraat 525, 1087 GT Amsterdam on Monday nights, Wednesday nights or Thursday nights or on another night and/or at another venue to be specified by Chris P. Odijk & Xandra Lammers English Courses & Translations.

### ***Course fee***

### **Article 5**

a. The course fee for both the regular and the correspondence course must be paid in full at the start of the course. (Course fees are to be paid into ABN-Amro bank account no. 44.46.78.557 or ING Bank account no. 58.44.972 in the name of Mr C.P. Odijk and/or Ms A.E.C. Lammers, Erich Salomonstraat 525, 1087 GT Amsterdam, the Netherlands, or into other bank or giro accounts to be specified by them.)

b. The Course Reader and other material to be provided during the course are included in the course fee; textbooks, dictionaries and the like are at the student's expense.

## Article 6

a. The course fee for the regular course must be paid in full at the start date of the course at the latest. The start date is either the date of the first full-fledged class – as a general rule, one week after the date of the introductory session/open information evening – or, if there is no introductory session/open information evening, the date of the first class.

b. The course fee for the correspondence course must be paid in full before the start date of the course (the date on which the first assignment is sent to the distance student by email.)

c. (i) Distance students must submit the theoretical and practical translation assignments by email. A week later these are returned to the student, with comments and suggestions. Any additional questions may also be asked by email. The model translations and any other teaching material are also sent to the distance student by email.

(ii) Because many distance students have a busy work schedule, the programme allows them to work at their own pace. This means that it is not a problem if they do not hand in an assignment every week. A ‘time extension’ is permitted within certain limits. A course programme comprising 10 assignments must be completed within 33 weeks (not counting vacation weeks). If the programme is not completed after this maximum time extension either, students may complete the course programme upon payment of a proportionate additional sum.

## Article 7

a. Failure to attend classes (or to send in assignments in the case of the correspondence course) does not affect the financial obligation towards Chris P. Odijk & Xandra Lammers English Courses & Translations.

b. All costs incurred as a result of non-payment (both judicial and extrajudicial debt collection costs) as well as interest at the statutory rate are charged to the student. In the event of non-payment, the agreement with the student can be unilaterally terminated by Chris P. Odijk & Xandra Lammers English Courses & Translations without any notice of default being required.

c. In the event of non-payment or late payment by the regular student, (s)he can be denied access to the course.

d. In the event of non-payment or late payment by the distance student, no assignments are sent out.

## *Certificate and PO Points*

## Article 8

a. The course does not have an examination.

b. The student who successfully completes the entire course (at the discretion of the course management) receives a certificate and, if applicable to the relevant student, a 'PO points' declaration.

c. Regulars students can be awarded PO points only for the classes/hours they have actually attended; for this purpose, a student attendance list is maintained during the course.

d. Distance students can be awarded PO points only for assignments they have actually handed in.

e. After the course the student is requested to give feedback on the course through an evaluation form. The feedback is then used to fine-tune the course programme.

### **Cancellation**

#### **Article 9**

a. Cancellation must be effected by registered letter (the date of the postmark serves as the notification date).

b. If the course is cancelled within seven days of the date of enrolment (but before the start date), no cancellation fee is payable but the enrolment fee is not refunded in that case. If the course is cancelled after this 7-day period has expired (but before the start date), the cancellation fee amounts to EUR 50 (in both cases, this excludes the enrolment fee).

c. The provision of the preceding paragraph does not apply, however, if the date of cancellation falls after the start date of the course (= date of the first class or, in the case of the correspondence course, the date on which the first assignment is sent to the distance student by email); in that case, the provisions of Article 10 apply.

#### **Article 10**

a. If a student cancels the regular course *after* the start date of this course (as defined in Article 6(a)) or, in the event of a correspondence course, after the date on which the first assignment is sent to the distance student by email, the following applies:

(i) If the regular course is cancelled *before* half of the number of classes the course comprises have been held, 50% of the total course fee is payable. If it is cancelled *after* half of the number or classes this course comprises have been held, the student owes the full course fee.

(ii) If the correspondence course is cancelled within the first five weeks (not counting vacation weeks) of the start date of the course (day on which the first assignment is sent to the student by email), 50% of the full course fee is charged. If the correspondence course is cancelled after this 5-week period, the student owes the full course fee.

b. Any outstanding course fee owed by the student must be paid as a one-off payment within 30 days of the date of cancellation.

c. Chris P. Odijk & Xandra Lammers English Courses & Translations will refund to the student any positive balance that may be owed to the latter, for example, because the course fee has already been paid in full (after the amounts owed by the student under this Article have been deducted therefrom).

#### **Article 11**

- a. If a student dies, the agreement is terminated with immediate effect and only the classes/assignments until the date of death are charged.
- b. If the course fee has already been paid in full, the course fee relating to the period following the date of death is refunded to the student's heirs.

#### ***Intellectual Property***

#### **Article 12**

- 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 13**

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.

#### ***Legal Relationship***

#### **Article 14**

By signing this enrolment form, the student declares that (s)he knows these conditions and unconditionally accepts them. These conditions govern the legal relationship between Chris P. Odijk & Xandra Lammers English Courses & Translations and the student, unless otherwise expressly agreed upon in writing.