

# **GENERAL TERMS AND CONDITIONS OF ENROLMENT AND PAYMENT FOR THE REGULAR DUTCH-ENGLISH / ENGLISH-DUTCH LEGAL TRANSLATION COURSE AND THE DUTCH-ENGLISH / ENGLISH-DUTCH LEGAL TRANSLATION CORRESPONDENCE COURSE OF CHRIS P. ODIJK & XANDRA LAMMERS ENGLISH COURSES & TRANSLATIONS 2019-2020**

## ***Enrolment***

### **Article 1**

- a. 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. applies. 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 or for the first instalment. The agreement 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, 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 PE points.
- c. The applicant must specify on the enrolment form whether (s)he is going to pay the course fee in full at the start of the course or in instalments.
- d. The applicant is free to pay the full course fee or the first instalment 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 registrations 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 course. In that case, the applicant receives an amended invoice and any tuition 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 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 or the amount of the first instalment have been paid. The date at which the enrolment fee and the course fee or first instalment 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 2a).

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.

e. In certain situations - and only following consultations with the course management - the applicant may enrol for specified parts of the course. In that case, (s)he may be granted a discount on the course fee, the level of which depends on the parts opted for. However, applicants who only enrol for parts of the course do not qualify for the Certificate mentioned in Article 8.

### **Article 3**

- a. Enrolment closes on 12 October of a calendar year.
- b. Students may start the correspondence version of the course at any time convenient to them.

### ***Venue***

### **Article 4**

The regular course is held at the location Erich Salomonstraat 525, 1087 GT Amsterdam on Tuesday and/or Wednesday 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 either in full at the start of the course or in three instalments. If the applicant opts for payment in full at the start of the course, (s)he is entitled to a discount of between 7% and 15% of the total course fee in the event of payment in instalments. (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, Erich Salomonstraat 525, 1087 GT Amsterdam, the Netherlands, or into other bank or giro accounts to be specified by the latter.)
- b. The Course Book 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 before 1 October of the calendar year in which the course starts.
- b. If the regular student opts for payment in instalments, the first instalment must be paid before 1 October of the aforementioned year; the second instalment must be paid before 18 January of the following year and the third before 12 April of that same year.
- c. The course fee for the correspondence course must be paid before the start date of the course (the date on which the first assignment is sent to the distance student by email).

d. If the distance student opts for payment in instalments, the first instalment must be paid before the start date of the course (the date on which the first assignment is sent to the distance student by email). The second instalment must be paid 12 weeks later (not counting vacation weeks) and the third instalment 12 weeks after the latter date (again, not counting vacation weeks). The student will be sent instalment invoices for this purpose.

### **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 toward Chris P. Odijk & Xandra Lammers English Courses & Translations.

b. All costs incurred as a result of non-payment (both the judicial and extrajudicial debt collection costs) as well as the statutory interest 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 PE points***

### **Article 8**

a. The course does not have an examination.

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

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

### ***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 foregoing provision 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. In the event of the student's cancellation *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), the following applies: (i) if the regular course is cancelled before 1 January of the year that follows the year in which the course starts, 50% of the total course fee is payable (irrespective of whether the student has opted for a lump sum payment at the start of the course or payment in instalments).

If the enrolment is cancelled on or after 1 January of the aforementioned year, the student owes the entire course fee (irrespective of whether the student has opted for a lump sum payment at the start of the course or payment in instalments); (ii) if the correspondence course is cancelled within the first 12 weeks (not counting vacation weeks) of the start date of the course, 50% of the total course fee is charged (irrespective of whether the student has opted for a lump sum payment at the start of the course or payment in instalments). If the correspondence course is cancelled after this 12-week period the student owes the entire course fee (irrespective of whether the student has opted for a lump sum payment at the start of the course or payment in instalments).

b. If the student discontinues his or her participation in the course prematurely, the discount as meant in Article 5(a) is no longer applicable; any amounts deducted from the course fee on that ground must be paid after all.

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

d. Chris P. Odijk & Xandra Lammers English Courses & Translations shall 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 dissolved with immediate effect and only the classes 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.

### ***Legal Relationship***

#### **Article 13**

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.

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