



General Terms and Conditions - Regina Coeli for private individuals

ARTICLE 1 - DEFINITIONS

General Terms and Conditions:	these General Terms and Conditions.
Distance Learning:	form of learning, with the language teacher and Student not attending in person at the same time.
Face-to-Face Learning:	form of learning that involves direct interaction between the language teacher and the Student.
Student:	the person taking part in the Course.
Family Course:	a form of learning organised by Regina Coeli in a private setting for a family with children, at a Location agreed with the Client.
Contracted Partner:	accommodation booked via Regina Coeli for the duration of the Course and with which Regina Coeli has made agreements.
Group Course:	a Course organised by Regina Coeli for a Client in a private setting for a group of Students to be determined by the Client, at the Regina Coeli Location.
Location:	the physical location where the Course is given.
Client:	every private individual who purchases a Course by signing a Contract.
Offer:	a formal offer from Regina Coeli to a private individual to conclude a Contract in accordance with Dutch law.
Contract:	an Offer accepted and signed by the Client, including these general terms and conditions as referred to in article 5.
Distance Contract:	a Contract concluded between Regina Coeli and the Client within the framework of an organised system for distance selling of products, digital content and/or services, in the course of which up until conclusion of the Contract only one or more technologies for distance communication are used.
Course fees:	costs for Course Programme, and/or Regina Coeli arrangement and/or overnight stays as specified in the Offer and/or the invoice.
Regina Coeli:	Language Institute Regina Coeli B.V. or Regina Coeli Language Courses B.V., depending on the company with which the Client has concluded the Contract.
Regina Coeli arrangement:	the full range of facilities that Regina Coeli makes available to Students and is inextricably linked to the Course Programme.
Course:	Individual Course, Group Course, Family Course, workshop, carried out with direct interaction between the Student and the language teacher (Face-to-Face Learning) and at a distance (Distance Learning).
Course programme:	a complete range of formal and informal learning activities that is compiled for a Student on the basis of their intake and learning objectives.
Overnight stay(s):	every overnight stay that a Student books with Regina Coeli as part of his Course, in their own accommodation "Eikenheuvel" or in that of a Contracted Partner.
Website:	the websites of Regina Coeli: www.reginacoeli.nl , www.reginacoeli.com and www.reginacoeli.de

ARTICLE 2 - NRTO

Regina Coeli is a member of the Dutch Council for Training and Education (NRTO). These General Terms and Conditions are in line with the general terms and conditions and code of conduct of the NRTO.

ARTICLE 3 - APPLICABILITY

- These General Terms and Conditions apply to all Contracts/Distance Contracts between Regina Coeli and the Client, regardless of their nature, insofar as not deviated from in accordance with paragraph 3.
- By signing the Contract, the Client accepts the applicability of the General Terms and Conditions.

- Deviations from these General Terms and Conditions are valid subject to the express written agreement between Regina Coeli and the Client. In these General Terms and Conditions, 'in writing' or 'written' includes any form of electronic communication (e.g. e-mail or on the Website).
- In those instances not provided for in the relevant Contract and/or the General Terms and Conditions, Regina Coeli will, in consultation with the Client, make arrangements in accordance with the principles of fairness and reasonableness.
- The (full or partial) invalidity or non-binding nature of one or more of the provisions of the General Terms and Conditions will not affect the validity or binding nature of the remaining provisions. If it appears that a provision is invalid or non-binding, Regina Coeli and the Client will replace the invalid or non-binding part with a provision that is valid and binding and of which the legal consequences, with a view to the contents and purport of the relevant provisions, correspond with those of the invalid or non-binding part of this provision as much as possible.

ARTICLE 4 – OFFER AND GENERAL TERMS & CONDITIONS

- These General Terms and Conditions shall be expressly made known to the Client prior to the Agreement and shall be an integral part of Regina Coeli's general information provision. Regina Coeli shall provide a copy of the General Terms and Conditions together with the Offer.
- The Offer contains a complete and accurate description of the Course.
- The Offer does in any event provide the following details in a clear and understandable manner:
 - the name/names of the (group of) Student/Students following the Course;
 - the language to be learned and Course to be purchased;
 - the method of execution;
 - date/dates on which the Course is held;
 - the Course Location;
 - a breakdown of the Course Fees, including all additional costs and taxes;
 - the identity and address of Regina Coeli, including the visiting address of Regina Coeli;
 - the term of validity of the Offer.

ARTICLE 5 - FORMATION OF THE CONTRACT

- An authorised signatory with representative powers of the Client forms a Contract with Regina Coeli by signing the Offer. After formation of the Contract, the Client will receive appropriate confirmation in writing or via electronic means. This confirmation at the same time serves as a registration certificate for the relevant Course.
- In the case of Face-to-Face Learning, commencement of the Course is understood to mean the date of the first meeting. In the case of Distance Learning, commencement of the Course is understood to mean the provision of access to the teaching material offered electronically.
- After a Contract has been formed, the details referred to in article 4, paragraph 2 and article 6, paragraph 1 are made available in writing or on another permanent data carrier available to and permanently accessible by the Client.
- The Client is not entitled to transfer the rights and obligations from the Contract to a third party without the prior written consent of Regina Coeli. Regina Coeli may attach further conditions to its consent.

ARTICLE 6 - DISSOLUTION OF THE CONTRACT

- Without prejudice to the provisions in article 4, paragraphs 1 to 3, the Offer for a Distance Contract for a private Client also includes the right of the Client to dissolve the Contract within 14 calendar days.
- A Contract can be dissolved by a private Client as referred to in paragraph 1 by sending an e-mail to the following address: clientservices@reginacoeli.nl.
- The right to dissolution in accordance with paragraph 1, does not exist if the Course has commenced, regardless of whether the period of 14 calendar days has lapsed.

ARTICLE 7 - CANCELLATION OF THE COURSE

- Prior to a Course, the Client has the right to cancel the Course in question. Cancellation can be effected only in writing, by sending an e-mail to: clientservices@reginacoeli.nl. The moment of Regina Coeli receiving the cancellation is in any case understood to mean the date on which the e-mail in question was sent. The planned commencement date of the Course serves as departure point in the calculation of the extent of the cancellation costs as referred to in paragraph 2 and article 6, paragraph 2.
- In the event of cancellation as referred to in paragraph 1, Regina Coeli is entitled to charge the Client the following costs:
 - in the event of cancellation up to 60 calendar days prior to commencement of the Course: 10% of the agreed Course Fees;
 - in the event of cancellation between 60 and 30 calendar days prior to commencement of the Course: 20% of the agreed Course Fees;
 - in the event of cancellation between 30 and 14 calendar days prior to commencement of the Course: 30% of the agreed Course Fees;

- d. in the event of cancellation with less than 14 calendar days to go until commencement of the Course: 50% of the agreed Course Fees.
 - e. Cancellation of a course, which has already been rescheduled, as specified in article 9, shall always be deemed to be a cancellation less than 14 calendar days before commencement of the Course in accordance with article 7 paragraph 2 (d)
3. When a Student dies before having commenced the Course, this is regarded as cancellation by operation of law and no costs will be payable. Any payments already made will be refunded.
 4. If the number of applications for a certain Course are insufficient in the opinion of Regina Coeli, Regina Coeli is entitled to agree with the Client that the Course in question will be held at a different date and/or different time.
 5. In the event that Regina Coeli and the Client fail to agree on these changes, the Client is entitled to cancel the Course in question free of charge.

ARTICLE 8 - PREMATURE TERMINATION OF THE COURSE

1. If the Client terminates the Contract once the Course has started, the Client is entitled to a refund of 50% of the agreed Course fees, minus the lessons that have already taken place (regardless of whether the course member was present or not). 100% of the costs for the Regina Coeli arrangement and any overnight stays for training days which were to take place after the cancellation will be refunded.
2. An exception to the application of paragraph 1 relates to the fact when a Student is unable to follow a Course as a result of illness, an accident, death or medical treatment of the Student or his partner or a family member in the first or second degree, which treatment cannot be postponed. In such cases, Regina Coeli will, upon submission of an original medical or death certificate, in consultation with the Student and in accordance with the provisions in article 9, paragraph 1, reschedule the Course programme elements not attended.

ARTICLE 9 - RESCHEDULING THE COURSE

1. At the Client's request, Regina Coeli may, although it is not obliged to do so, change the date and/or time for a Course one time only and up to 14 calendar days before commencement of the Course. Regina Coeli can attach certain conditions to honouring such a request. When the acceptance of such a request results in additional costs, these administration fees of €100 are charged to the Client.
2. If the Client makes a second request to move the date or time, he is subject to the cancellation rules set out in article 7, paragraph 2.

ARTICLE 10 - OVERNIGHT STAY(S)

At the request of a Client, Regina Coeli can, depending on availability, arrange overnight stay(s) for a Student or Students at its own guest accommodation, "Eikenheuvel", or at a Contracted Partner, for the duration of a Course. The costs thereof are charged to the Client by Regina Coeli.

ARTICLE 11 - COSTS

1. All amounts quoted in the Contract by Regina Coeli are exclusive of VAT, unless otherwise specified.
2. The Courses offered by Regina Coeli Language Courses B.V. are exempt from VAT, as this company is a recognised educational institution. Courses offered by Language Institute Regina Coeli B.V. are subject to VAT.
3. The Regina Coeli arrangement and the overnight stays are always subject to VAT.

ARTICLE 12 - DELIVERY

1. Due to the strictly personal nature of the Course, one Student can never be replaced by another Student in the event of absence, illness or otherwise.
2. When appropriate, Regina Coeli reserves the right to offer an alternative for a room at the "Eikenheuvel" guest accommodation, with any additional costs being payable by Regina Coeli. Regina Coeli will contact the Client about this by telephone and/or e-mail no later than 2 working days before commencement of the Course.

ARTICLE 13 - CONFORMITY

1. The Course has to comply with the Contract and must be conducted professionally, using appropriate facilities.
2. The Course comprises all study materials needed by the Student. If the Student needs additional course material, the costs thereof will be charged to the Client in retrospect.

ARTICLE 14 - PAYMENT

1. Payment is made before the Course commences. Payment constitutes all forms of payment recognised by the banks. Regina Coeli may demand that the Client pays the full amount no later than 14 calendar days before commencement of the Course as referred to in article 4, paragraph 3.
2. A Client in the capacity of a private individual, without prejudice to any other of his obligations, owes statutory interest on the outstanding amounts from the due date of the invoice until the day on which payment is made in full, in accordance with Section 6:119 of the Dutch Civil Code. A Client in the capacity of a business/organisation, without prejudice to any other of his obligations, owes statutory interest on the outstanding amounts from the due date of the invoice until the day on which payment is made in full, in accordance with Section 6:119a of the Dutch Civil Code.
3. If and insofar as the period between the moment the booking is made and the moment of the Course is less than two weeks, the contract must be returned immediately and Regina Coeli must receive payment immediately after.

ARTICLE 15 - LATE PAYMENT

1. The Client is in default by operation of law as soon as the agreed payment term of an invoice sent by Regina Coeli has lapsed,

without this affecting the option offered by Regina Coeli to remedy any failure to pay.

2. Regina Coeli is entitled to suspend its obligations under the Contract as long as the Client fails to meet his payment obligations, without Regina Coeli being liable for the consequences of this suspension in any way.
3. Regina Coeli can, but is not obliged to undertake a Course at a later date when that Course could not take place as a result of the suspension referred to in paragraph 2.
4. (I) In the event that the Private Client fails to fulfil his payment obligation or obligations in time and after having been made aware of the late payment by Regina Coeli and the latter giving the Client 14 calendar days to fulfil his payment obligations after all, after which 14 days no payment is made, the Client must pay the statutory interest on the outstanding amount, while Regina Coeli is entitled to charge the extrajudicial collection costs it has incurred. These collection costs amount to no more than: 15% on outstanding amounts up to €2,500; 10% on the next €2,500 and 5% on the next €5,000, subject to a minimum of €40.
5. During the processing of a complaint or dispute in accordance with the provisions in article 21, Regina Coeli will suspend charging interest and collection costs.

ARTICLE 16 - LIABILITY

1. Insofar as Regina Coeli imputably fails and the Client suffers damage or a loss as a result of that, Regina Coeli's liability for damage or a loss that is not the direct result of personal injury, death or property damage is limited to payment of direct damage.
2. Regina Coeli's liability for personal injury, death or property damage is not excluded or limited.
3. The liability referred to in paragraphs 1 and 2 applies to persons employed by Regina Coeli, or to persons appointed by Regina Coeli for the execution of the Contract.

ARTICLE 17 - CONFIDENTIALITY

Regina Coeli, persons employed by Regina Coeli of appointed by Regina Coeli for the execution of the Contract will treat the information provided by the Client in confidence. Regina Coeli will act in accordance with the applicable privacy legislation.

ARTICLE 18 - PERSONAL DATA

Regina Coeli processes the personal data provided by the Client in accordance with the privacy policy of Regina Coeli.

ARTICLE 19 - INTELLECTUAL PROPERTY RIGHTS

Modules, models, technologies, tools, including software, used for the execution of the Contract/Distance Contract are and remain the property of Regina Coeli, unless agreed otherwise. Publication can therefore only take place with the consent of Regina Coeli. Naturally, the Client has the right to multiply documents for use within its own organisation, insofar as it is appropriate for the purpose of the Contract/Distance Contract. In the event of premature termination of the Contract, the afore-mentioned applies by analogy.

ARTICLE 20 - CHANGES TO THE GENERAL TERMS AND CONDITIONS

1. The General Terms and Conditions may be changed by Regina Coeli, unless otherwise agreed in writing. Changes to the General Terms and Conditions are announced at least ten calendar days prior to these changes coming into effect and are subsequently agreed with the Client.
2. The announcement is made by means of a personal notification or by means of a general notification on our Website.

ARTICLE 21 - COMPLAINTS AND DISPUTE SETTLEMENT

1. Disputes are settled by the Client and Regina Coeli themselves, in accordance with the Complaints Policy of Regina Coeli (www.reginacoeli.nl).
2. Disputes between the Client and Regina Coeli about the formation or execution of contracts with regard to products and services provided or to be provided by Regina Coeli can be submitted to the disputes committee for educational establishments, Geschillencommissie Particuliere Onderwijsinstellingen, Bordewijklaan 46, Postbus 90 600, 2509 LP The Hague (www.degeschillencommissie.nl) by both the Client and Regina Coeli.
3. The disputes committee will only deal with a dispute when the Client has first submitted his complaint to Regina Coeli and this did not result in a solution that satisfied both parties.
4. A dispute must be submitted to the disputes committee within 12 months of a complaint having been submitted.
5. Any disputes heard are subject to a fee.
6. If the Client submits a dispute to the disputes committee, Regina Coeli will be bound by this choice.
7. If Regina Coeli wishes to submit a dispute to the disputes committee, it must ask the Client to respond in writing within five weeks and say whether he agrees or not. Regina Coeli must also announce that it deems itself entitled to submit the dispute to the ordinary courts after the aforementioned term has lapsed.
8. The disputes committee will give its decision with due observance of the provisions of the regulations it is subject to. The decision of the disputes committee comes in the form of a binding opinion.
9. Disputes between the Client and Regina Coeli are settled by themselves to the greatest possible extent. If the dispute nevertheless remains, the Contract is governed by Dutch law, unless the laws of another country apply by virtue of mandatory law. The district court in 's-Hertogenbosch has jurisdiction to hear disputes ensuing from or in connection with this Contract.