

# General Terms and Conditions

Hart Language courses 2021 -2022



## 1. Course Agreement

### 1.1 Subscription

Registration for each course takes place via the Hart website: [www.hart-haarlem.nl](http://www.hart-haarlem.nl). It is not possible to register by telephone. Registrations are handled in order of receipt. The agreement for a course takes effect after you have received a confirmation of placement from Hart.

### 1.2 Placement

you will receive an email confirmation of placement at least one week before the start of the course. If you register after the start of the course and there is still room available, you will be notified as soon as possible. It may be that no (immediate) placement is possible. This can happen if the course is full, postponed, or cancelled because there are not enough registrations. You will receive an e-mail notification if this happens. Hart will contact you if there are alternative placement options. The course fee will be calculated pro rata in such cases.

### 1.3 Intakes prior to courses

For a number of courses (e.g. NT2) an intake test is required. The intake days are listed on the Hart website for the course of your choice. The intake takes place after Hart has received your registration for the course in question. Doing an intake does not guarantee the final continuation of the course.

If the intake shows that another Hart course fits in better with your current language level than the course for which you have registered, your course registration will be adjusted by Hart. In that case you do not have to fill in a registration form again.

### 1.4 End of a course

The agreement for a course is automatically terminated after the last lesson.

### 1.5 Dissolution of course contract by Hart

In special cases (e.g. aggressive behavior, disruption of the lesson, annoying behaviour towards fellow students) Hart can unilaterally terminate the course

# General Terms and Conditions

Hart Language courses 2021 -2022



agreement without refunding the course fee. This applies to all our courses and for one-off events.

## 2. Rates

Hart charges a rate per course. The rates are listed on the website. The rates for language courses do not include lesson materials. Language courses are exempt from purchase taxes.

## 3. Payment

### 3.1 Payment terms

Tuition fees are collected by direct debit in two instalments. The first payment is due in the month that the course starts, and the second payment halfway through the course.

### 3.2 Payment obligation

For students younger than 18 years, the parents/carers are required to pay. Course participants over 18 are personally liable for payment. The payment obligation is for the total amount owed, provided the course continues and the student is placed. If you do not pay the course fee on time, you will receive a payment reminder from Hart. If you continue to be in default, Hart will be obliged to deny you further access to the lessons and will hand the claim over to a debt collection agency. In that case, you will be held liable for any additional collection costs and statutory interest on the unpaid amount(s). If you have not paid the overdue course fees, Hart will not accept any new registration.

## 4. Cancellation terms and conditions

### 4.1 Applicability

The cancellation conditions apply to all courses organised by Hart. Hart assumes that you are aware of, and agree to, these conditions.

# General Terms and Conditions

Hart Language courses 2021 -2022



## 4.2 Definition of cancellation

Cancellation is understood to mean unsubscribing and/or not appearing on the course for whatever reason. This also includes cancelling or not appearing on the course due to illness, delay, accident or death.

## 4.3 Means of cancellation

When you have registered for a course, a place will be kept available for you and you have committed yourself to pay the costs of the course. If you withdraw your registration, you can notify us in writing or by e-mail.

A written message or e-mail can be sent to Hart, Kleine Houtweg 18, 2012CH Haarlem, e-mail address [receptie@hart-haarlem.nl](mailto:receptie@hart-haarlem.nl). with the subject line 'Cancellation of - (name of course)'. In the body of the e-mail please give your reasons for why you are cancelling the course, and state your full name and address.

## 4.4 Cancellation fee

In case of cancellation up to two weeks prior to the start of the course, no course fee is due. If you cancel within two weeks before the start of the course, we will charge the full course fee, even if you do not take part in the course. If you register after the start of a course, cancellation is not possible. The course fee will be charged pro rata.

## 4.5 Relocation

If, during the course you move to another region (outside post codes 2000 - 2100) a request for a refund of tuition fees can be made in writing or by e-mail.

## 5. Absence

### 5.1 Cancelling a lesson

If you can't come to a class, you can cancel via [receptie@hart-haarlem.nl](mailto:receptie@hart-haarlem.nl), or call 023 553 01 00. Catching up on missed lessons is not possible and you are not entitled to any (partial) refund of the course fee.

# General Terms and Conditions

Hart Language courses 2021 -2022



## 5.2 Cancellation of lessons by Hart

Hart makes every effort to ensure that all lessons continue. If a class cannot go ahead, for example because the teacher is ill, Hart will look for a replacement teacher or the lesson will be re-scheduled. If your cell phone number and e-mail address are known to Hart, you will be informed of class cancellations as soon as possible.

## 5.3 Special circumstances relating to cancellation due to government measures

If, due to a general government measure (such as measures to prevent the spread of a virus), lessons may not or cannot be given at Hart's teaching locations, then lessons will continue online at the same rate.

If, due to special circumstances, you are unable to physically participate in the course, Hart will search with you for a suitable alternative.

If, due to special circumstances, Hart is unable to provide either physical or online classes or to offer catch-up lessons, you will be entitled to a refund of the course fee for the cancelled classes.

## 6. Modification of personal data

Changes in personal data can be notified by e-mail to [receptie@hart-haarlem.nl](mailto:receptie@hart-haarlem.nl) with the subject of the e-mail 'Change personal data - [name of course]', with the personal data you want to change and your full name and address in the text of the mail.

## 7. Liability

Hart is not liable for any loss or damage to personal property, such as clothing or instruments.

## 8. Visual material

Hart uses images on the website and on social media. We follow the requirements of the AVG (General Data Protection Ordinance). If, during your course, photographs or videos are taken in which you appear, we will indicate this on the registration form. You can state on this form whether or not you

# General Terms and Conditions

Hart Language courses 2021 -2022



consent to the use of the images in which you appear. This permission can be revoked at any time. Detailed information can be found on the website of Hart: [www.hart-haarlem.nl/over-ons/beeldmateriaal](http://www.hart-haarlem.nl/over-ons/beeldmateriaal).

## 9. Vacations

Hart follows the vacation scheme for Primary Education of the municipality of Haarlem as closely as possible. The vacation and holidays schedule is listed on our website: [www.hart-haarlem.nl/openingstijden-schoolvakanties](http://www.hart-haarlem.nl/openingstijden-schoolvakanties).

## 10. Trainees

It is possible that courses are attended or taught by an intern or subject student. This is always done under the supervision of a Hart teacher and in consultation with the students of the relevant course prior to the internship.

## 11. Suggestions and complaints

### 11.1 Suggestions

Do you have a suggestion? Please send an e-mail to [receptie@hart-haarlem.nl](mailto:receptie@hart-haarlem.nl).

### 11.2 Complaints

Hart receives and serves many customers on a weekly basis. We make every effort to make your lesson, course and/or stay as pleasant as possible. Do you have a complaint? If so, please report it by e-mail to [receptie@hart-haarlem.nl](mailto:receptie@hart-haarlem.nl) or by phone on +31 (0)23 5530100. We will do our utmost to solve your complaint. Moreover, your complaint can help us improve the organisation and prevent others from experiencing the same problem.

## 12. Reservation

These general terms and conditions are valid for the lesson season 2020 - 2021. Hart updates the general terms and conditions annually. All texts and amounts published by Hart have been compiled with care and are subject to printing and typographical errors.