

# Terms and Conditions

Hart Language Courses 2019 - 2020



## 1. Course Agreement

### 1.1 Registration

Registration for courses is done via the website of Hart [www.hart-haarlem.nl](http://www.hart-haarlem.nl). Registration by telephone is not possible. Registrations are handled in order of receipt. The contractual agreement for a specific course comes into effect after the participant receives a confirmation of placement from Hart.

### 1.2 Placement

You will receive an e-mail confirmation of placement no later than one week before the start of the course. If you enrol after the course has begun and there is still a place available, then you will be notified as soon as possible. In some cases it may not be possible to arrange (immediate) placement. For example, the course may be full, postponed, or cancelled due to insufficient enrolment. If this is the case, you will receive an e-mail message. Hart will contact you if there are alternative placements available. In these cases, the course fee will be charged proportionately.

### 1.3 Intakes preceding courses

Some language courses (e.g. Dutch as a second language, English) require an intake test. The intake days are posted on Hart's website for the course of your choice. The intake will take place after Hart has received your registration for the course. Doing an intake does not guarantee the definitive continuation of the course.

If the intake shows that a different Hart course matches your current language level better than the course for which you have registered, Hart will adjust your course registration. In this case you do not have to fill in a new registration form.

### 1.4 End of a course

The contract will be automatically terminated after the last class.

### 1.5 Termination of contract by Hart

In special cases (e.g. aggressive behaviour, disruption of class, disruptive behaviour towards fellow students) Hart may terminate the course contract unilaterally without refund of course fees. This applies to all our courses and one-off events.

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## 2. Prices

Hart charges a fee for each course. The prices are stated on the website. Prices for language courses exclude the lesson materials. Language courses are exempt from VAT.

## 3. Payment

### 3.1 Payment Terms

The tuition fees will be collected in two instalments, by use of a direct debit. The first instalment will be debited in the month that the course begins, the second will be debited when the course is halfway.

### 3.2 Payment obligation

For students under the age of 18, the parents/guardians are responsible for the payment. Students from the age of 18 are personally liable for payment. The payment obligation is entered into for the total course fee owed, provided that the course continues, and the student has been placed. If you do not pay the course fee in time, you will receive a payment reminder from Hart. If you are also in default afterwards, Hart will be forced to deny further access to the lessons and Hart will hand over the claim to a debt collection agency. In that case, any collection costs and statutory interest will be charged to the payment. If you have not paid the overdue course fee, Hart will not process your registration for a new course.

## 4. Cancellation Terms and Conditions

### 4.1 Applicability

The cancellation policy applies to all courses organized by Hart. Hart assumes that you are aware of and agree to these terms.

### 4.2 Definition of cancellation

Cancellation includes: termination of registration and / or non-attendance of the course for any reason whatsoever. This includes cancellations for reasons of illness, delay, accident or death.

### 4.3 Method of cancellation

Once you have registered for a course, a place will be reserved for you and you are obliged to pay the course fee. If you would like to withdraw your registration, please notify us in writing by e-mail or post. A written message or e-mail can be sent to Hart, Kleine Houtweg 18, 2012 CH Haarlem, e-mail [receptie@hart-haarlem.nl](mailto:receptie@hart-haarlem.nl). Please state in the subject heading of the letter or

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email: 'Cancellation of - title of course (the course for which you have registered)'. In the text of the message please indicate why you are cancelling your registration for the course and be sure to include your full name and address.

#### **4.4 Cancellation Costs**

If you cancel your enrolment up to two weeks prior to the start of the course, you will not owe course fees. In case of cancellation within two weeks before the start of the course, we will charge the full course fee, even if you do not participate in the course. No cancellation is possible upon registration after the start of a course. The course fee will be charged proportionately.

#### **4.5 Moving**

If a student moves to another region (outside postal codes 2000 - 2100), a request for a refund of tuition fees can be submitted in writing or by e-mail.

## 5. Absence

#### **5.1 Message of absence during class**

If you are unable to attend one of the class meetings, please notify us by e-mail [receptie@hart-haarlem.nl](mailto:receptie@hart-haarlem.nl) or call 023 531 01 00. Overtaking missed lessons is not possible and you are not entitled to a refund of (part of) the course fee.

#### **5.2 Lesson cancellations by Hart**

Hart strives to have all lessons go through. However, cancellation may be unpreventable in some cases, for example due to illness of the teacher. In that case Hart will look for a replacement teacher or plan catch-up lessons. If you have notified Hart of your mobile phone number and e-mail address, you will be informed in a timely fashion of any cancellations.

## 6. Changes to Personal Data

Please notify us of any changes to your personal details by e-mail at [receptie@hart-haarlem.nl](mailto:receptie@hart-haarlem.nl). Please state in the subject heading of the letter or email 'Modification personal data - title of course (the course for which you have registered)'. Please write in the text of the message which data need to be changed and be sure to include your full name and address.

## 7. Liability

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

## 8. Photography and video

Hart uses photographs and video's on the website and social media. We use the requirements set by the AVG (General Data Protection Regulation). If photos or videos are taken during your course, you will be informed on the registration form. On this form you can agree (or not agree) with the use of the images you are on. Permission can be withdrawn at any time. More information can be found on the Hart website: [www.hart-haarlem.nl/over-ons/beeldmateriaal](http://www.hart-haarlem.nl/over-ons/beeldmateriaal).

## 9. Holidays

Hart's course schedule is aligned with the holiday schedule for Primary Education of the City of Haarlem. The holiday and free day schedule is listed on the Hart website: [www.hart-haarlem.nl/openingstijden-schoolvakanties](http://www.hart-haarlem.nl/openingstijden-schoolvakanties).

## 10. Trainees

Lessons may be attended or taught by a trainee or student teacher. This is always done under the supervision of a Hart-teacher and in consultation with the participants of the course prior to the internship.

## 11. Suggestions and Complaints

### 11.1 Suggestions

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

### 11.2 Complaints

Hart receives and serves many clients on a weekly basis. We endeavour to ensure that your lesson, course and/or stay is as pleasant as possible. Would you like to submit a complaint, please notify us by e-mail at [receptie@hart-haarlem.nl](mailto:receptie@hart-haarlem.nl) or by phone 023 5530100. We will do our best to resolve your complaint, and your comments will help us to improve the organization and prevent others from experiencing the same problem.

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## 12. Reservation of Right to Change

These general terms and conditions apply to the 2019 - 2020 season. Hart annually updates the general terms and conditions. All texts and amounts published by Hart have been compiled with care and are valid with the exception of any printing or typing errors.