

# **General Terms and Conditions for group courses and assessments Wageningen in'to Languages**

## **Section 1 – General provisions**

### **Article 1 – Scope**

These general terms and conditions apply to all group courses, tests and assessments with open registration of Wageningen in'to Languages and, thereby, expressly do not apply to customised language and communication training programmes, or to courses offered in collaboration with Wageningen Graduate Schools.

### **Article 2 – Definitions**

In these general terms and conditions, the following words and phrases shall bear the following meanings:

1. Product: group courses with open registration, tests and assessments.
2. Agreement: registration via the online registration form on the Wageningen in'to Languages website.
3. Remote agreement: an agreement that states that one or more remote communication techniques are used, such as electronic communication.
4. Course participant: a natural person who is not acting in a professional context or on behalf of a company and who purchases an educational service, test or assessment from Wageningen in'to Languages, taking into account that a course participant of Wageningen in'to Languages is by definition, not a student of Wageningen University & Research.

## **Section 2 – Products, establishing, dissolving, and terminating the agreement**

### **Article 3 – Product range**

1. Our product range is described on the website and/or in the specific course conditions.
2. The course fee shall at any rate also be mentioned.
3. Unless explicitly stated otherwise, the cost of books, materials, catering, and other course items are not included in the price.
4. Where requirements are stipulated in relation to any prior knowledge, qualifications or professional experience that is required or preferred in order to do a specific course, those requirements may be found on the website and/or in the specific course conditions.

### **Article 4 – Establishing the agreement**

1. The agreement shall be established after the course participant has accepted the product (see Article 3) under the conditions for dissolution as specified in Article 5. The agreement shall be created when the online registration form for the relevant product has been completed and submitted.
2. Pursuant to Article 6, the course participant shall have the option to dissolve the remote agreement at no cost within 14 days of accepting the product.  
The moment of acceptance of the product is the moment a completed online registration form for the relevant product is submitted. The period of reflection will likewise take effect upon the submission of a completed online registration form for the relevant product.

3. If, during registration, the course participant has indicated that the course fee shall be paid by a company or institution, they must include the full name and address information of this institution as well as the name and e-mail address of the contact person. In this case, the invoice will be sent to the institution. However, the course participant is ultimately responsible for payment being made.
4. Registration for one of the Dutch courses for non-native speakers at Wageningen in'to Languages is not a valid basis on which a visa can be acquired.

#### **Article 5 – Conditions for dissolution**

1. The course participant does not meet the prior knowledge or prior education requirements for the course or any of the other admission requirements.
2. The course participant has previously taken a course at Wageningen in'to Languages and behaved in such a way that admission was denied or they were removed.
3. The maximum number of course participants has been exceeded.
4. The minimum number of course participants required has not been met.
5. The student does not meet the admission requirement that participants must be 18 years old or have completed secondary school.

#### **Article 6 – Cancellation of an agreement by a course participant (legally stipulated cooling-off period)**

1. This article only applies for a natural person who is not acting in a professional context or on behalf of a business.
2. In accordance with Article 6.320o of the Dutch Civil Code, a course participant may cancel an agreement free of charge and may terminate their registration without citing any reason for doing so within fourteen (14) days after accepting the relevant product.
3. If they would like to make use of this option, they must state this in writing by e-mailing into@wur.nl.
4. Where a course participant registers within fourteen (14) days before a course is scheduled to start, they shall be deemed to have explicitly waived their distance selling right.

#### **Article 7 – Termination of the agreement by the course participant**

1. In the event that an agreement is cancelled more than fourteen (14) days after registration using an online or other registration form, 15% of the normal course fee shall be charged in accordance with Article 6:237(i) of the Civil Code. The relevant course participant shall be required to pay the following: 15% of the normal fee, irrespective of the fee that normally applies in the case of such a person, as well as an amount for each scheduled lesson based on the applicable fee payable by such category of individuals (e.g. the relevant student fee in the case of a student).
2. If a course participant cancels their participation to a course after the starting date of the course, Wageningen in'to Languages charges the course participant based on expenses already incurred by Wageningen in'to Languages as well as the number of classes that took place.
3. Cancellations can only be made in writing. The cancellation will be valid from the date on which Wageningen in'to Languages receives the notification.
4. If a course participant does not pay on time or at all, the resulting expenses incurred by Wageningen in'to Languages due to this shall be charged to the course participant, such as the

costs for debt reminders, collections, legal representation, etc. Extra-judicial costs are set at a minimum of 15% of the amount due.

### **Article 8 – Cancellation of a course and dissolution of the agreement by Wageningen in'to Languages**

1. Wageningen in'to Languages is entitled to cancel a course in the event that the minimum number of course participants has not been reached or if Wageningen in'to Languages anticipates that the minimum number of course participants will not be reached.
2. A. Wageningen in'to Languages reserves the right to change the design of the course. In this case, the modified course serves not as a new product. Consequently, articles 3 thru 6 do not apply.  
B. If courses that are scheduled to be taught on-site are adapted to be taught partially or entirely online due to government or university guidelines on public health or safety, this does not constitute a new offer. Consequently, articles 3 thru 6 do not apply.
3. In the event that the agreement between Wageningen in'to Languages and the course participant ends pursuant to Article 5 clause 3, the course participant shall be placed on the waiting list for the course in question. Wageningen in'to Languages shall inform the course participant of this in writing.
4. Wageningen in'to Languages shall contact the course participant on the waiting list if a place in the course becomes available. If the course participant chooses not to take the place, they will not be charged a fee by Wageningen in'to Languages.

### **Section 3 – Course fees and payment**

#### **Article 9 – Course fees**

1. Course fees quoted by Wageningen in'to Languages do not include course materials, unless explicitly stated otherwise. Course fees are stated in the most recent information on the relevant course, and shall apply regardless of whether the course participant is aware of this information. The most up-to-date information is available on the Wageningen in'to Languages website.
2. Wageningen in'to Languages has different course fees:
  - 2.1 Regular fee: all course participants that are not affiliated to Wageningen University & Research.
  - 2.2 Reduced fee for employees: staff who can prove that they are employed by Wageningen University & Research.
  - 2.3 Fee for PhD candidates at Wageningen University & Research.
  - 2.4 Fee for International students temporarily studying at Wageningen University & Research through an exchange programme.
  - 2.5 Student fee: students who can prove that they are studying at Wageningen University & Research on a regular, full-time or part-time basis (here-in-after to be called WUR students) and have a valid Proof of Enrolment for the semester in which the course starts. Students from other universities who are at WUR to complete a single study component are not eligible for the reduced fee.
  - 2.6 The courses Social Dutch 1 and Social Dutch 2 are part of the Pilot free courses Social Dutch for students. These are free for Master's and Bachelor's students who have attended 80% of the classes (12 of the 15). If this requirement has not been fulfilled, the student will receive an invoice at the end of the course of €90.

#### **Article 10 – Payment obligation and manner of payment**

1. If the course fee is to be paid by a company, institution or Wageningen UR department, please state this on the online registration form. The full name and address information of this

company, institution or department have to be provided. The invoice is sent to this institution, but the course participant is ultimately responsible for payment being made.

#### **Article 11 – Certification**

1. The following applies regarding certification:
  - a. the course participant receives a certificate of participation if the course participant has an 80% attendance rate.
  - b. attendance will be registered and monitored digitally by the teacher and the Service Centre of Wageningen in'to Languages.
  - c. the certificate is made available digitally at the end of the course.

#### **Section 4 – Testing and assessment**

##### **Article 12 – Deviating and supplementary conditions**

1. The discounted rates described in Article 9 do not apply to tests and assessments provided by Wageningen in'to Languages.
2. This is without prejudice to the provisions in Article 6 and 7.
3. Wageningen in'to Languages offers the following tests and assessments:
  - a. the Oxford Online Placement Test (OOPT)

#### **Section 5 - Other provisions**

##### **Article 13 - Intellectual property**

1. Materials supplied during the course are intended exclusively for use by course participants.
2. Wageningen in'to Languages course material is copyright of Wageningen in'to Languages.
3. The course participant is obligated to respect copyrights. A general idea of what these copyrights entail is that no work may be reproduced or published in print, by photocopy, on microfilm, or made available to third parties in any other way without first obtaining express written consent.

##### **Article 14 – Replacement of a teacher or trainer**

Wageningen in'to Languages is at all times authorised to replace a teacher/trainer by another teacher/trainer, in case of illness or other unavoidable circumstances.

##### **Article 15 – Admission denied**

1. Wageningen in'to Languages reserves the right to deny course participants access to a course.
2. Access to the course shall be denied with no exception in case of default or misconduct. This includes a failure to pay or the late payment of a course, examination or assessment fee, a failure to pay for a course that has been attended or an examination or assessment that has been conducted, or a failure to observe basic rules of conduct, for example, by voicing threats or exhibiting intimidating behaviour.

##### **Article 16 – Wet gedeeltelijk verbod gezichtsbedekkende kleding (partial ban on clothing that covers the face)**

1. As a part of Wageningen University & Research, Wageningen in'to Languages is an educational institution as specified in the *Wet gedeeltelijk verbod gezichtsbedekkende kleding* (partial ban on clothing that covers the face).

2. In accordance with this law, wearing clothing that covers the face entirely, covers it to an extent that only the eyes can be seen, or renders the wearer unrecognisable is prohibited in buildings and associated properties of an educational institution.
3. Wageningen in'to Languages has the right to deny access to Wageningen in'to Languages locations in the event that the ban from clause 2 has been violated.
4. This ban does not apply if wearing the clothing that covers the face:
  - a. is required to protect the body in connection with the wearer's health or safety
  - b. is necessary in connection with requirements for conducting a profession or playing a sport, or
  - c. is appropriate with regard to participating in a festive or cultural activity

#### **Article 17 – Privacy legislation**

By signing the registration form, the course participant provides consent to Wageningen in'to Languages for the automatic processing of personal data as entered into the registration form.

Wageningen in'to Languages treats personal data as strictly confidential and handles it in accordance with current privacy legislation. Wageningen in'to Languages is part of Wageningen University & Research. As such, the Privacy regulations of Wageningen University & Research apply. For more information about the privacy policy, please visit the WUR website: <https://www.wur.nl/en/About-Wageningen/Integrity-and-privacy.htm>.

#### **Article 18 – Complaints procedure**

All complaints will be treated confidentially by Wageningen in'to Languages. Please visit the [Wageningen in'to Languages website](#) for the complaints procedure.

#### **Article 19 – Applicable law and competent court**

1. All agreements between Wageningen in'to Languages and the course participant for which these general terms and conditions apply are subject to Dutch law.
2. All disputes arising from or connected with the agreement shall be submitted to the competent court in the Province of Gelderland.