



Terms and conditions Hendrickx Interlingua, hereafter referred to as HI

1. Applicability

1.1	To all quotations and offers of Hendrickx Interlingua and to all agreements concluded by Hendrickx Interlingua. These general terms and conditions shall apply to all offers of Hendrickx Interlingua and to all agreements entered into by Hendrickx Interlingua, insofar as no deviation has been made from them by written agreement.
1.2	The present terms and conditions also apply to all agreements with Hendrickx Interlingua, the performance of which requires the involvement of third parties.

2. Terms of Agreement

2.1	Every offer is in principle without engagement and is valid for one month. All quotations and offers are made exclusive of VAT, unless explicitly stated otherwise.
2.2	The agreement is concluded by the written acceptance by the client of the Hendrickx Interlingua quotation or - if no quotation was given - by written confirmation of Hendrickx Interlingua of an order issued by the client. In case of an individual student, the agreement starts on the date that the student signs and submits a completed enrollment form to Hendrickx Interlingua. The individual student agrees to our terms and conditions from the moment he sends the application.

3. Courses

3.1	Courses provided by HI are divided into proficiency levels which may require a student to have reached an entry level before being admitted to such course. Admittance to the course (other than starting level) the student has enrolled to, is conditional upon the student passing the intake test based upon said entry level requirements to be assessed per hi's discretion.
3.2	In person classes take place at Midwest, Amsterdam. If there are no classrooms available at this location, HI reserves the right to relocate its courses to another facility within the city of Amsterdam.

3.3	Students may request to be transferred to a different proficiency level during the term of the course the student has enrolled to. HI will honour such request in case the second lesson of the current course has not taken place yet
3.4	Students may request to be transferred to a later session during the term of the course the student has enrolled to for reasons within the student's control, as opposed to reasons beyond the student's control as stated in Article 5. These reasons can include but are not limited to: work schedule, travel, vacation, personal reasons. Before the start of the course, this request will be granted free of charge. If this request is made after the first but before the third lesson, 20% of the total due amount will be charged. If this request is made after the third but before the sixth lesson the fee of 30% of the total due amount will be charged. After the sixth lesson, there can be no transfer to a later session.
3.5	The student's inability to attend a class (or entire course) is at risk of the student and HI has no obligation to refund any (part of) course fees nor substituted by attending another class.
3.6	Classes may take place on public holidays. All course dates are communicated online prior to the student enrollment and therefore the students assume responsibility for the selection of the course including its course dates.

4. Prices and Payment conditions

4.1	The prices listed on hi's website are the prices for said courses. All prices stated on the website are in EURO and are excluded from VAT, unless stated otherwise.
4.2	All fees due to hi, for courses or classes to be attended by the student, must be paid prior to the start date, but no later than 30 days from the date of submission of the enrollment form, either in cash at hi's registered office or by wire transfer to hi's bank account (iban: NL86 KNAB 0607 8570 05) under reference of Hendrickx Interlingua
4.3	HI shall provide invoices to Students representing a legal entity, any Student enrolling on a personal title shall receive a payment receipt upon confirmed payment as stated under 4.2.

5. Cancellation conditions for language courses and workshops

5.1	Private 1:1 classes must be cancelled at least 24 hours in advance, otherwise they will be charged.
5.2	A group course can be cancelled free of charge up to 20 days before the start of the group course. Up to 14 days before the group course starts, a €50 administration fee will be charged. In case of cancellation 8 days or less before the group course takes place, the full amount will be due. In consultation with hi, the spot may be filled by someone else.

5.3.	Unless otherwise agreed, the entire course or agreed amount of lesson hours must be completed within a maximum of one year.
5.4	Students may request to be transferred to a later session during the term of the course. Regulation on article 3.4 applies.
5.5	In the event of circumstances beyond the student's reasonable control (such as illness which permanently inhibits a student from participating in the course, an accident or death) the course fee will be reimbursed, upon receipt of a written request for cancellation and the student has provided valid evidence of such occurrence, on a pro rata basis and after payment of a €50 administration fee to cover the cost of cancellation incurred by hi.
5.6	HI reserves the right to cancel any scheduled Course up to 24 hours prior to the scheduled start of such Course in case the number of enrolled Students for such course falls below the threshold for such Course. In such a case, HI will give the student the opportunity to select either a refund or to enrol in another course. HI maintains the following thresholds: (i) courses start with a minimum of three students online and four student for in person group classes.

6. Communication, Confidentiality and Service Level

6.1	All notices, under the agreement, to HI are to be made via e-mails to info@hiduthclasses.com .
6.2	HI is bound to execute the assignment to the best of his knowledge and ability and with sound professional for the purpose specified by the client.
6.3	HI will treat all information made available by the principal with strict confidentiality. hishall require its employees or freelancers to observe confidentiality. However, HI shall not be liable for breach of confidentiality by its employees/freelancers if it can make it plausible that it could not have prevented this breach.
6.4	Unless expressly agreed otherwise, HI has the right to have an order (partly) executed by a third party, without prejudice to its responsibility for the confidential treatment and proper confidential treatment and proper execution of the order. H shall oblige said third party to respect confidentiality.
6.5	HI shall only use the students personal information solely for the following purposes: to carry out its obligations under the agreement, (commercial offerings from HI and any other communications from HI relevant for the student.

7. Conduct

7.1	HI reserves the right to dismiss any Student displaying unacceptable, including without limitation, discriminating, racist, sexual, aggressive or other inappropriate behaviour to the reasonable opinion of hi, at any time, without the Student being entitled to any form of a refund, compensation or damages.
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8. Limitation of Liability

8.1	HI reserves the right to dismiss anyStudent displaying unacceptable, including without limitation, discriminating, racist, sexual, aggressive or other inappropriate behaviour to the reasonable opinion of hi, at any time, without the Student being entitled to any form of a refund, compensation or damages.
8.2	HI shall not be liable under any agreement for any indirect, special, incidental, punitive or consequential damages, or any other similar damages under any theory of liability (whether in contract, tort, strict liability or any other theory). Further, HI shall not be liable, in any way, for theft, damage or loss of the student's personal effects.
8.3	The student assumes all responsibility for the selection of the course necessary to achieve the student's intended results, and for the use and results of the course. HI makes no warranty for any course to be fit for any intended purpose.

9. Image Use

9.1	HI may take photos and videos of the students for inclusion in promotional material (brochures, websites, catalogues, etc.) unless the student has explicitly communicated an objection to this upon enrollment.
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10. Intellectual property

10.1	HI, or its licensors own all intellectual property in any work published either on its website, hard copy hand-outs and digital works shown or provided to the Students. The students shall not be allowed, without the prior written consent of hito copy, distribute, or use the materials in any other way as strictly necessary for successful completion of the course.
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11. Force majeure

11.1	During the force majeure, the obligations of HI are suspended. If the period in which fulfilment of the obligations by HI is not possible (in person or online classes) due to force majeure exceeds lasts longer than two months, both parties are entitled to terminate the agreement without any there being any obligation to pay damages in that case. If the client consumer, the power of suspension referred to in this paragraph shall only apply insofar as this power authority accrues to him by virtue of the law.
11.2	If, at the commencement of the force majeure, HI has already partially fulfilled its fulfilled its obligations, or can only partially fulfil its obligations, HI is entitled to invoice the work already already performed separately and the client is bound to pay this invoice as if it were a separate invoice.

12. Applicable law

12.1	The legal relationship between the principal and HI is governed by Dutch law. applicable.
12.2	All disputes regarding these general terms and conditions are subject to the judgement of the competent Dutch court.