

OVERTAAL BV GENERAL TERMS AND CONDITIONS LANGUAGE AND COMMUNICATION COURSES
--

1 APPLICABILITY AND DEFINITIONS

1.1 Applicability

These general terms and conditions of "Overtaal BV in Utrecht", hereafter: "Overtaal", for the provision of language and communication courses, hereafter: "course(s)", shall apply to all agreements between the client and Overtaal in connection with the organisation of courses for a client, and to all related price quotations. These general terms and conditions supercede any and all general terms and conditions of the client.

1.2 Definitions

Client

The client is the person or legal entity that engages Overtaal to organise a course.

Participant

A participant is the person who actually attends the course.

Overtaal

Overtaal is 'Overtaal BV of Utrecht', the company that accepts and carries out the order or engages the services of a third party to carry out the order under Overtaal's supervision.

Order

An order is:

- the execution of activities associated with the organisation and teaching of a course.

Language and communication course

The term 'language and communication course' refers to any course or training programme that has to do with learning a language, regardless of which aspect of the language or language proficiency, which is especially designed for and offered to a client by means of a written quotation.

Course fee

The course fee is the price charged for the course that the client has engaged Overtaal to provide. The course fee excludes the cost of lesson materials and other materials, and also excludes possible travel expenses incurred by the teacher for courses held at a location other than Overtaal's offices.

2 PRICE QUOTATION

2.1 Free of obligation

All price quotations, budgets and other precalculations are free of obligation, unless otherwise agreed explicitly and in writing.

2.2 Changing the order

Changes of any kind to the original and accepted order, conveyed to Overtaal in any way by or on behalf of the client, shall be charged on to the client, if these changes result in higher costs than those on which the original price quotation was based. The course fees quoted in the order confirmation shall not be reduced as a result of changes in the original order and any additional costs as referred to in Section 1.2.

3 ORDER CONFIRMATION

3.1 Contents of the order confirmation

Overtaal shall consult with the client in order to ascertain the following data relating to the course(s) to be organised by Overtaal and shall confirm them in writing:

- the name of the client
- the applicable general terms and conditions
- the number of participants;
- the duration of the course;
- the organisation of the course;
- the lesson dates and the course period (if these are already known);
- the location of the course;
- the course fees;
- the travel expenses to be charged.

3.2 Delivery of the order confirmation to client

Before commencement of the course, Overtaal shall send an order confirmation to the client. In consultation, the client and Overtaal can decide to carry out the confirmation process, i.e. confirmation by Overtaal and approval of the confirmation by the client, by fax.

3.3 Return of the order confirmation by the client

The client is required to return a signed copy of the order confirmation sent by Overtaal prior to commencement of the course.

3.4 Attending the first lesson; signing the attendance list

If, before the parties have reached agreement in writing, the participant attends part or all of the first lesson and/or signs the attendance list, which must be signed by the participant at the beginning of each lesson as proof that the lesson was given and that the participant attended, the fees to be paid by the client shall be due immediately.

4 DEADLINES

4.1 Nature of the deadline

If the course schedule(s), lesson dates and periods agreed by client and Overtaal are explicitly stipulated as "absolute deadlines", they shall be regarded as the time frame within which Overtaal is required to have performed the agreed service. In all other cases the course schedule(s), lesson dates and periods agreed by the client and Overtaal shall not be regarded as absolute deadlines, but as estimates of the period of time in which the course should be given and completed.

4.2 Exclusion of damage compensation obligation

The client shall not be entitled to claim compensation for damages if Overtaal should exceed a deadline or delivery date that is not explicitly deemed to be an "absolute deadline" or "absolute delivery date".

5. EXTENSION OF THE COURSE

5.1 Confirmation of extension

If a course is to be extended Overtaal shall send a confirmation of the agreed extension, which confirmation shall contain the data listed in Article 3.1.

5.2 Extension constitutes a new order

The extension shall be treated as a new order placed by the client, to which the provisions in Articles 3.1, 3.2, 3.3 and 3.4 expressly apply.

6 CANCELLATION OF AN ORDER BY THE CLIENT

6.1 Written cancellation

The client may only cancel an order in writing.

For cancellations no later than five working days before the course begins, Overtaal is entitled to receive payment of a sum equal to at least 25% of the full price of the order and at least 25% of any additional costs. Cancellations within five working days before the course begins will result in the client being charged the entire course fee as well as all additional costs, regardless of the reason for cancellation.

7 CHANGES TO EXECUTION OF THE ORDER MADE BY OVERTAAL

7.1 Changes in execution

Overtaal is entitled to assign another teacher to the course at any time.

8 PARTICIPANT'S INABILITY TO ATTEND

8.1 Rescheduling of a lesson

Should the participant be unable to attend a scheduled lesson, Overtaal shall try to reschedule, regardless of the reason, if the client or the participant notifies the secretariat at Overtaal in writing between 8.30 and 17.30 hours at least two working days before the start of the lesson in question.

8.2 Late notification

If Overtaal is notified late of the participant's inability to attend, the lesson shall be deemed to have taken place.

8.3 Overrunning courses

Unless otherwise agreed, the maximum overrun of a course shall be 25% of the originally determined course period, calculated from the first agreed lesson date. A longer overrun or a temporary postponement of a course will only be considered upon submission of a written request by the client.

9 PREMATURE TERMINATION BY THE CLIENT

9.1 Period of notice

Only courses lasting six months or longer may be cancelled in writing. The period of notice shall extend for one month.

9.2 Restitution of course fees

In the event of a cancellation as referred to above, course fees shall be returned, insofar as these apply to the period following termination of the order. In the case of cancellation, course fees for lessons that the participant rescheduled as per the participant's request on dates after the lesson period(s) agreed in the order confirmation, as referred to in Article 3.1, shall not be returned.

10 RESPONSIBILITY AND LIABILITY

10.1 Performance obligation

Overtaal shall execute or have its orders executed to the best of its ability.

10.2 Engaging experts or specialists

Within the context of a course, Overtaal may engage the services of expert or specialists outside its work terrain in consultation with the client. The costs incurred for the services of experts or specialists shall be charged to the client.

10.3 Pledge of confidentiality

Overtaal and its employees, experts and specialists are obliged to keep secret any confidential information about the client, and the client's company, acquired in connection with the course.

10.4 Exemption from liability

Overtaal cannot be held liable for the loss or theft of or damage to any property of the client or participant found in the building in which the course is held.

11 PAYMENT

11.1 Advance payment

Overtaal must receive payment of the course fees as stated in 3.1, without any reductions, within 30 days of the invoice date, and in any case prior to course commencement.

11.2 Recovery costs

All costs incurred, both legal and extrajudicial, in the pursuit of recovering any outstanding payments owed by the client shall be charged to the client; the extrajudicial costs shall be fixed at 15% of the total amount owed.

12 DISPUTES

12.1 Applicable law

All agreements with Overtaal shall be exclusively subject to Dutch law.

These terms and conditions of delivery are filed with the Utrecht Chamber of Commerce.