

**General Conditions of BLC Language Courses for in-person programs** (BLC Dutch Summer School and BLC Dutch Winter School) - version 7th of March 2022.

**1. Definitions / applicability**

- 1.1. Participant: the person applying and confirming participation to the educational service. Important: please read 'when should you not book this course'
- 1.2. Organisation: BLC Language Courses BV - Registration / mail-address: Landstraat 190, 1401 ET Bussum, the Netherlands. (This address is not the school address!)
- 1.3. Educational service: in-person intensive Dutch language course; one course = one level = 9 or 10 days of lessons (as specified in the reservation); if the Participant books more than one course (more levels), each course/level is a separate agreement.
- 1.4. Training location: where the educational service takes place, rented by the Organisation:
  - 1.4.1. Amsterdam: Bos en Lommerplein 1, Amsterdam
  - 1.4.2. Drenthe: Gagelmaat 4, Westerbork
- 1.5. Accommodation: the place where the Participant stays during the course. Accommodation is an optional service extra to the educational service.
  - 1.5.1. Drenthe: Gagelmaat 4, Westerbork
  - 1.5.2. Amsterdam: accommodation is **NOT** part of the service of the Organisation: the Participant has the option to book directly at The Student Hotel - Amsterdam West at Jan van Galenstraat 335, Amsterdam. All terms and conditions of The Student Hotel apply.
- 1.6. Training materials: materials provided by the Organisation needed for the educational service, further specified in these terms and conditions.
- 1.7. Application: a request of the Participant on the Organisation's website to join the educational service.
- 1.8. Reservation: an application that is confirmed by the Organisation by e-mail, specifying: the educational service, the date, the price, the starting level, the target level, and (optional) the specifications of the accommodation.
- 1.9. These terms and conditions are applicable to all in-person courses of the Organisation, such as the 'BLC Dutch Summer School' and the 'BLC Dutch Winter School'. These terms and conditions do **not** apply to other services of the Organisation (virtual classrooms and video courses have their own terms and conditions) The terms and conditions communicated at the moment of application are applicable. Any future changes updates of the terms of the Organisation will not apply to confirmed/paid reservations.

**2. Price / payment**

- 2.1. The Participant pays the price for the educational service and (optional) accommodation according the rates specified on Organisation's website and the course reservation.
- 2.2. The price is fixed at the moment of the confirmation of the application. Later price changes by the Organisation will not effect the courses that are confirmed/paid.
- 2.3. VAT is included in the total fee. The training program is exempt of VAT qualified as 'general language education', the VAT on the accommodation is 9% and is included in the fee. City/tourist tax on accommodation is included in the fee.
- 2.4. The Participant pays online (iDEAL or Credit Card) or per bank transfer on the account of the Organisation, the Dutch-based euro account of BLC Language Courses BV. BIC: RABONL2U, IBAN: NL32 RABO 0181 2287 50.
- 2.5. Payment terms:
  - 2.5.1. The organisation will send a payment link / instruction as indicated in the reservation.
  - 2.5.2. For reservations more than 2 months prior to commencement: the payment deadline is 2 months prior to commencement, but not less than 2 weeks after reservation.
  - 2.5.3. For reservations less than 2 months, but more than 2 weeks prior to commencement: the payment deadline is 1 week after reservation.
  - 2.5.4. For reservations less than 2 weeks prior to commencement: the payment deadline is 2 working days; but not later than the arrival date (for a course with accommodation) or the first day of class (for a course without accommodation).
- 2.6. Not meeting the payment terms is considered a cancellation and the charges in article 3 will apply.
- 2.7. The agreed total fee is the net sum to arrive on the account of the Organisation. If the Participant uses bank transfer abroad, the total fee must be sent with the 'OUR' or 'all costs for sender' instruction. In case a fee arrives on the account of the Organisation that is less than the agreed amount (because of commissions, valuta conversions, costs of banks), but not more than 5% of the total: the difference can be settled in cash at the first day of arrival. Such situation is not considered a violation of the payment conditions of the Participant.

**3. Cancellations: charges and refunds**

- 3.1. Cancellation / early termination by the Participant:
  - 3.1.1. Cancellation should be communicated in written format (e-mail) to [study@bartdepau.com](mailto:study@bartdepau.com). The date of the e-mail will determine the cancellation costs. The date of commencement is the first day of the lessons as specified in the reservation.
  - 3.1.2. Charges in case of a cancellation by the Participant:
    - 3.1.2.1. Cooling off period: there is a 14-day cooling off period for all reservations made more than 2 months prior to commencement. During the cooling off period the Participant can cancel without any charges. Prepaid sums will be refunded in full. For all reservations less than 2 months prior to the commencement there is no 14-day cooling off period. Applications less than 2 months prior to the course are accepted only if the Participant consents that there is no cooling-off period (in a separate e-mail or by signing a form provided by the Organisation).
    - 3.1.2.2. Cancellation more than 2 months prior to the commencement: no costs will be charged
    - 3.1.2.3. Cancellation between 2 months and 1 month prior to commencement: 20% of the total fee will be charged
    - 3.1.2.4. Cancellation between 1 months and 2 weeks prior to commencement: 30% of the total fee will be charged

- 3.1.2.5. Cancellation less than 2 weeks prior to commencement: 50% of the total fee will be charged
- 3.1.2.6. Early termination: 100% of the total fee will be charged
- 3.1.2.7. When booking more courses/levels: every course is a separate reservation and has its own cancellation dates/cancellation terms. For example: if the Participant books level 1 starting 15th of July and level 2 starting 29th of July: if the Participant cancels 10th of July both bookings, 50% will be charged for level 1 and 30% for level 2.
- 3.1.2.8. If the prepaid sum exceeds the amount that the Organisation will charge in case of a cancellation, the Organisation will need to send the (partial) refund within 2 weeks after cancellation by the Participant.
- 3.2. Changes of levels / course dates / locations: the cancellation policy is applicable: a change is seen as a cancellation of one reservation and making a new reservation. Exception: switching levels is free of charge in case a different level has availability at the same date at the same location.
- 3.2.1.1. Important: the start-up costs for this type of educational programs are high: the Organisation has rental agreements for the accommodation (and is committed to a no refund policy with third parties for the accommodation), language trainers block full periods and need accommodation at the training location, there is a significant overhead involved. Therefore, the Organisation cannot cover the risk of every individual Participant's unforeseen circumstances that prevent the Participant from taking part in the educational service. Cancellation policy is applicable regardless the reason for cancellation. The Organisation recommends Participants who want to cover the risk of having costs in certain situations (illness, travel restrictions, death of a family member etc) to contact a (travel) insurance company to insure the 'language holiday'.
- 3.3. Cancellation by the Organisation:
  - 3.3.1. In case of cancellation by the Organisation due to force majeure situation, the Organisation is obliged to fully refund the Participant the prepaid sum.
  - 3.3.2. A possible force majeure situation: in case the government regulations change in a way that the Organisation concludes that it is impossible to execute the in-person program.
  - 3.3.3. As long as government regulations make it possible to deliver the service as an in-person course, the Organisation will follow the government regulations. [With respect to COVID-19: the Organisation will follow the safety requirements of the government at the moment of the course: that could be - but not limited - 1.5 m distance, face masks, testing, QR-code, the Organisation will not have more/less measures than imposed by the government). Recommendation: if you fear that one of the future measures is unacceptable for you: please don't book the course or take the risk that you might lose prepaid sums according the cancellation policy.
  - 3.3.4. The Organisation cannot be held liable for costs that Participants have made with third parties in case of a force majeure situation that results in cancellation (such as travel costs, accommodation with third parties) [Important notice: Amsterdam accommodation is not part of the agreement between the Participant and the Organisation]
- 3.4. Refunds are processed on the cards/accounts that were used for making the payment.

#### **4. Lessons / Level / Materials**

- 4.1. Tuition hours:
  - 4.1.1. One academic hour, as indicated on the website and specified in the reservation, corresponds to 45 minutes.
  - 4.1.2. The total amount of academic hours (indicated in the reservation) is spread equally over the total number of days (indicated in the reservation). A break (15-20 minutes) is not included in the tuition time.
  - 4.1.3. Days of class: are specified in the reservation.
  - 4.1.4. Timetable A or B is determined 1 month prior to the course. Learn more [here](#).
- 4.2. The Participant is required to do at least 3-4 hours of homework/self study extra to the hours in class. Doing the homework is obligatory.
- 4.3. Group lessons:
  - 4.3.1. Average group size 12-14 people. Maximum group size = 16 people.
- 4.4. Level:
  - 4.4.1. It's the responsibility of the student to book the right level. The Organisation will help the Participant to choose the right level by providing the following means:
    1. group levels are defined in detail on: <http://dutchsummerschool.nl/dutch-course-levels/>
    2. there is a level test on the website (please note: the result is an indication, not a strict limitation!)
    3. in case of doubt, a Participant can contact the Organisation by phone for an oral intake
    4. if someone has done a course recently with the Organisation: the teacher can advise about the next level
    5. one month prior to the commencement the Organisation will send: an extra level test and an intake form
  - 4.4.2. Target level and booking two or more courses: the course is intensive and the pace is high. Not everyone is immediately ready for the next level after completing one course/level. Participants who know German / Scandinavian languages, Participants with a talent for learning languages might consider to book more levels directly after each other. In general, it can be recommended to take a break between levels and review the materials well after the course before doing the next level.
  - 4.4.3. In some situations the Organisation might advise a Participant to redo a level in stead of going to the next level. Some people learn slower and repetition is an important part of the learning process. Redoing a level should not be considered a 'failure', but for some people really useful.
  - 4.4.4. Course materials:
    - 4.4.4.1. Book: having the right book is an obligation. The cost of the book is not included in the course price. The book can be purchased on the first day of class. Cost of course book = 39 euros, to be paid on the spot. The book 'Het Lesboek' covers levels 1 + 2. The book 'Het Lesboek-2' covers levels 3 + 4. The book 'Het Lesboek-3' covers levels 5 + 6.
    - 4.4.4.2. Online access to the video materials of #dutchgrammar-1, 2, 3 premium content is included in the course price from 1 month prior to commencement until 1 month after completion of the course. Year licenses are available if the Participant wants to use these materials longer. There is no discount if someone already has a license and if someone books more than 1 course the total time is not accumulative.
    - 4.4.4.3. Online access to extra materials: 'Heb je zin?' videos with transcripts, extra exercises 'Het Lesboek' are permanently accessible.

4.4.4.4. Copyright: the offered course materials are exclusively intended for personal use. All the items provided by the Organisation, such as books, readers and online materials are protected by copyright vested in the Organisation or third parties. The items referred to in this article may not be reproduced, disclosed and/or otherwise brought to the knowledge of third parties or provided to third parties, during the term of the course as well as thereafter, nor is it permitted to disclose the materials in an altered form, or to use these in one's own name without permission in writing from the Organisation. The copyright/ownership rights to the course are fully vested in the Organisation.

4.4.5. Location of the lessons: as indicated in 1.4.

4.4.5.1. Amsterdam: the Organisation may add/change training locations, as long as they are within 15 minutes bike distance of The Student Hotel - Amsterdam West.

## **5. Accommodation (Drenthe)**

5.1. Basic house rules and terms of service of accommodation provider apply (non-smoking, no noise during night, keeping communal parts clean, doing dishes in shared kitchen etc.). All housing facilities are accessible 24 hours/day.

5.2. Important note: airconditioning in the Netherlands is not common ( $\pm$  20 days/year with a temperature of more than 25°C). Our rooms are not equipped with airconditioning.

5.2.1. A warranty of 25 euros should be deposited at arrival at the reception when collecting the key (will be returned at the end of the stay).

5.2.2. The number of nights included in the package is mentioned in the reservation.

5.2.3. Check-in: rooms can be entered on the day of arrival (specified in the reservation) between 15:00 and 21:00 or the next day between 9:00-17:00. The Organisation cannot organise keys/check-in outside these time frames.

5.2.4. Check-out: rooms should be left at the day of departure (specified in the reservation) at 9:30 or the day prior to check-out before 17:00. The Organisation cannot organise keys/warranty/check-out outside these time frames.

5.2.5. Linen is included in the price: one set is provided per course. Bungalow end cleaning included in the price.

## **6. Restrictions**

6.1. Minimum age for participation is 18 years. If the Participant is between 16 and 18 years, it is still possible to participate. In this case the parents are required to undersign an extra paper declaring that (1) they are aware that this is NOT a camp for children under guidance (2) that the Participant is able to travel and live independently (incl. making own meals) (3) that the parents will pick up the Participant immediately if the law or regulations are violated (including drinking alcohol below 18 years).

6.2. Elementary command of the English language is obligatory to participate at group classes.

6.3. The Participant should be able to move/live independently and travel by themselves.

6.4. The Participant has the right to stay in the Netherlands during the course dates, based on:

6.4.1. A nationality that does not need a visa for (short)stay in the Netherlands

6.4.2. A residence permit or a temporary residence permit

6.4.3. A short-stay visa

6.4.4. Please note: the Organisation does not provide visa assistance / visa support letters. A visa to the Netherlands cannot be obtained based on the reservation / accommodation of a course at the Organisation.

## **7. Liability**

7.1. Liability of the lessons is at the Organisation. Complaints concerning lessons, the Participant can address directly at the Organisation.

7.2. Liability for the stay in the accommodation is at the accommodation partner as specified in 1.4. The Participant should claim directly at the reception of the accommodation provider in case this service is not met accordingly / something is broken etc. The Participant receives the contact details of his accommodation provider before arrival.

7.3. Liability for all extra services (free and paid extra's) offered by the accommodation partner (such as bike rent, wifi, transfer from railway station to resort), is at the accommodation provider. The Participant should claim/complain directly at the reception/office of the accommodation provider in case this service is not met accordingly.

7.4. Liability of the Organisation is limited to the costs of the services itself. The Organisation cannot be held responsible for consequential costs.

7.5. The Organisation cannot be held liable for what Participants do outside the lessons. Extra activities outside the lessons (such as barbecues, excursions, sporting activities) are not included in the cost price of the package, and should be regarded as joint personal initiatives of students and teachers/staff members rather than an event organised by the Organisation. Participation to extra activities outside the lessons is at the Participant's own risk. Participation to extra activities outside the lessons is not obligatory.

7.6. The Organisation and its accommodation providers can not be held liable for damage to personal belongings, injuries and other misfortune which are outside their direct responsibility, caused by specific conditions or non-employees, such as extreme weather, theft, burglary, fire, war, illness, road accidents, etc.

7.7. The Organisation cannot be held liable for infections that happen during the course and for the consequence of not being able to receive the full educational service.

7.8. Participant can be held liable for damages that are a result of acting of the Participant.

## **8. Other**

8.1. In case the offer includes an e-learning package, access will be given during the course period.

8.2. Drenthe transfers: transfers from the railway station in Beilen to the resort on the day of arrival/departure, can be booked 1 month prior to the course. The transfer is not included in the services of the Organisation. The transfer is organised by the accommodation partner. The costs of the transfer (5 euros), the Participant pays directly to the driver.

8.3. The Participant accepts that during the course, the Organisation may take pictures or videos that are placed on the Organisation's website, facebook page, youtube channel etc.

**9. Dutch law**

- 9.1. The client has to act in accordance with the Dutch law and regulations. Violation of the law and indecent behaviour provides the right to the Organisation to exclude the Participant from further participation to the program without refund as an ultimate measure. The Organisation doesn't play the role of the police. This is a course for adults and responsible behaviour is expected.