

General Conditions of Kickstart Taaltraining

Article 1. General

1. These conditions apply to every tender and offer made by Kickstart Taaltraining (Kickstart) and agreement between Kickstart and a Counterparty except in so far as the parties have expressly deviated from them in writing.
2. Where at any time one or more provisions of these General Conditions are in whole or in part null and void or are nullified, then all remaining provisions of these General Conditions shall remain in full force and effect. Kickstart and Counterparty shall then consult with each other with a view to agreeing new provisions to replace the null and void or nullified provisions whereby, in so far as is possible, the aim and scope of the original provisions shall be taken into account.
3. Where it is unclear how one or more provisions of these General Conditions are to be interpreted, they shall be interpreted in such a way as to reflect 'the spirit' of these provisions.
4. Where a situation arises between the parties which is not foreseen in these General Conditions then it shall be dealt with in accordance with the spirit of these General Conditions.
5. Should Kickstart not always require strict compliance with these conditions, this shall not mean that its provisions are not applicable or that Kickstart in any way shall lose the right on other occasions to enforce strict compliance with these provisions.

Article 2. Enrolment and payment

1. All Kickstart offers and tenders are not binding unless the contrary is expressly stated in writing. An offer or tender shall lapse where the services to which the offer or tender relates are in the meantime no longer available.
2. The course fee must be paid before the start of the course. A course place is assured after confirmation of enrolment has been received from Kickstart and payment of the course fee.
3. Payment of the course fee should be made by means of a bank transfer to the account IBAN NL91ABNA050.44.75.940 in the name of Kickstart in Den Haag.
4. By enrolling for a course the Counterparty commits itself to payment of the course fee in its entirety.

Article 3. Reimbursement and cancellation

1. Reimbursement of the course fee shall take place only:
 - a. when a course is fully booked, or
 - b. the course does not take place, or

- c. where Kickstart receives, within a two-week withdrawal period from the time of registration, a written request for cancellation and reimbursement from Counterparty. In such case, the full course fee will be reimbursed, providing that the course has not yet begun. Or,
 - d. where Kickstart receives, before the start of the second lesson of the course in question, a written request for reimbursement from Counterparty. In such a case, administration costs of €15 shall be charged. If you withdraw at a later point in the course, you will forfeit the full amount of your course fees.
2. A course will take place where there is a minimum of four students. Kickstart reserves the right, where there are fewer than four students, to provide a shortened course for the same price. Where there are three students, the course shall consist of eighteen hours in place of twenty four. The contents of the shortened course shall be the same as that of the normal course with the aim of putting course students in a position, following completion of the course, to move up to the next level.
3. Kickstart reserves the right where necessary to change the course teacher or the location of the course. A change of teacher or location shall not give rise to repayment (in whole or in part) of the course fee.
4. Absence from one or more lessons shall not give rise to a right to repayment in whole or in part of the course fee.

Article 4. Commencement, course materials and duration

1. Each course shall commence on the date and at the location indicated on the www.kickstartschool.nl website. Counterparty shall receive a separate communication as to this by email.
2. Lessons which due to unforeseen circumstances, holidays excepted, do not take place during the course shall take place at the end of the course. Counterparty when enrolling should take into account the fact that duration of the course might possibly be extended by one or two weeks. Postponement of lessons shall not give rise to a right to a refund.
3. Course materials are included in the course fee, unless otherwise stated.

Article 5. Liability

Kickstart shall not be liable for injury to persons and/or damage to property, nor for the loss of personal possessions, howsoever caused, occurring during any activities organised by Kickstart.

Article 6. Applicable Law

All agreements between Kickstart and Counterparty shall be governed by Dutch law.

Kickstart Taaltraining Complaints Procedure

Kickstart Taaltraining aims to provide optimal service. Should you not be fully satisfied with any of the services provided by Kickstart Taaltraining, however, please let us know.

Discuss the problem

Before using the complaints procedure, we advise you to first discuss the problem with those directly involved. If your complaint involves the course content, for instance, this should be discussed with the lecturer. If you would like to change to another group, contact your lecturer or the secretariat. In many cases, a solution will not be far away.

Cancellation procedure

We would also like to bring our cancellation procedure to your attention. Anyone who takes one of our courses agrees in advance to the cancellation procedure, which stipulates how we handle reimbursement of course fees. Only in instances where Kickstart Taaltraining has demonstrably failed to provide the necessary service, is it possible to have part or all the course fee reimbursed.

Procedure

- Should you have a complaint, please set it out in detail in a letter or e-mail, sent stating 'complaint'.
- Send your complaint by mail to: Kickstart School t.a.v. Josien Deknatel, Laan Copes van Cattenburch 86, 2585 GE, Den Haag, or send an email to info@kickstartschool.nl, stating 'complaint' in both cases.
- Within a week of receipt, you will receive confirmation of receipt of your complaint.
- Your complaint will be dealt with by the complaints committee, comprising the director and an independent teacher of the section relevant to your complaint.
- Any complaints will be dealt with in a confidential manner.
- You may perhaps be invited to further explain your complaint in person and to discuss possible solutions.
- You will receive an answer to your complaint within 4 weeks.
- In the event that the above procedures do not produce a satisfactory resolution to the situation, our local legal counsellor, Mr Hans van Ginkel (vanginkel@ziggo.nl), will be consulted, in order to come to a mutually agreed-upon solution.
- The resolution reached by the aforementioned legal counsellor will be considered as binding. Kickstart School will follow up any suggested measures.

The complaint

To ensure we have a fair idea of your complaint, please include the following in your letter or email:

- Personal details: name, address, telephone number and e-mail address.
- The service you are complaining about, providing as many details as possible (such as the course code, name of lecturer, when the course took place, etc.).
- The nature of the complaint (what were your expectations, which expectations were not met).
- The steps you have taken to resolve the complaint and how this went (for instance by contacting the lecturer or secretariat).