

General Conditions of Kickstart School

Article 1. General

1. These conditions apply to every tender and offer made by Kickstart School (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 2a. Enrolment and payment for private individuals

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 2b. Enrolment and payment for companies

1. All quotations and offers from Kickstart are without obligation unless expressly stated otherwise in writing. A quotation or offer is cancelled if the service to which the quotation or offer relates is no longer available in the meantime.
2. The invoice will be sent after confirmation of the assignment. If there are changes in the number of participants after the first lesson, a modified invoice will be sent. The invoice must be paid immediately after the first lesson.

3. Payment for a course must be made by bank transfer to account number IBAN NL91ABNA050.44.75.940 under the name Kickstart in The Hague, stating the invoice number.
4. When agreeing to the offer, the Counterparty undertakes to pay the full course fee.

Article 3. Reimbursement and cancellation for regular courses

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 regular 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 twenty 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. For General English and Communication courses (with flexible enrolment), a minimum of four students is also required to keep a course open. A decrease in student numbers may result in temporary closure of a course or an adjustment of lesson length.
4. 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.
5. 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 for regular courses

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. Conditions for private courses

1. Kickstart School maintains a 24-hour cancellation policy for private lessons, which means that lessons can be cancelled or rescheduled providing that at least 24 hours' notice is given by the Counterparty. Cancellations or rescheduling of lessons made less than 24 hours in advance will be charged as per usual.
2. Lessons can be rescheduled if arranged more than 24 hours in advance. However, the total duration of the course should not exceed 1.5 times the originally-planned course duration. Any lessons left over after this period of time will be forfeited

Article 6. Conditions for (in-) company courses

1. **Cancellation conditions:** Participants can still withdraw after the first lesson. Reimbursement of the course fee will only be made if Kickstart School receives written cancellation before the start of the second lesson of the course in question. In such a case, only € 15 administration fee per student will be charged. If a student withdraws at a later stage of the course, the full amount of the course fee will still be charged.
2. Absence of a student during one or more lessons does not give the right to a refund of course fees.
3. Kickstart School reserves the right, if appropriate, to have lessons given by another teacher. A change of teacher does not give the right to a (partial) refund of the course fee.
4. Kickstart School uses a standard 24-hour cancellation policy. It is possible to reschedule a lesson free of charge, provided that this is done at least 24 hours in advance. You can contact the Administration for this. If this does not happen, then unfortunately the full lesson costs must be charged.
5. The total course length can never be longer than 1.5 times the originally scheduled duration. Lessons outside this period will unfortunately be cancelled.
6. **Payment:** The invoice will be sent after confirmation of the assignment. The invoice must be paid immediately after the first lesson. If there are changes after the first lesson, a modified invoice will be sent.

Article 7. 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 8. Applicable Law

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

Kickstart School Complaints Procedure

Kickstart School aims to provide optimal service. Should you not be fully satisfied with any of the services provided by Kickstart School, 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 School 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, Koninginnegracht 62 2514 AG, 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).