

## **GENERAL TERMS AND CONDITIONS**

### Article 1: Applicability

1. These General Terms and Conditions apply to all agreements concluded between the entrepreneur and the consumer, concerning an education service, and relating to both formal and non-formal education, and to all agreements solely regarding the purchase of course material.
2. If the entrepreneur uses other terms and conditions, related to their line of industry, which have not been agreed on in consultation with consumer organisations, such terms and conditions do not apply to the agreement in question, between the entrepreneur and consumer. This does not affect the rights of the entrepreneur to use additional conditions, if and to the extent that these will not differ from these General Terms and Conditions to the detriment of the consumer.
3. The entrepreneur may also use other general conditions which have been agreed on in consultation with any consumer organisation. In that case, the Appeals Committee as mentioned in article 16 will decide which conditions apply to the agreement on the basis of all that which had been agreed on by both parties for setting up the agreement.

### Article 2: Registration and agreement

1. The participant signs an agreement with Una Paloma Blanca Language School through the registration form a (or more) course (s) in the chosen language and / or taking a (or more) lesson book (s).
2. The number of lessons and / or books taken, the duration of the course and the price will be by e-mail Agreed and / or stated in the invoice issued to the participant after his registration is being awarded.
3. The participant is entitled to a once-agreed agreement before commencement of to cancel the first course day within 14 days after the date of registration.

### Article 3: Obligations Una Paloma Blanca Language School

1. Una Paloma Blanca Language School is obliged to deliver the number of agreed textbooks, the course to best ability to offer and minimize learning outcomes.
2. Una Paloma Blanca engages in unsuccessful classes due to failure of one other time to offer.

### Article 4: Obligations of participant

1. The participant is held as soon as possible, that is, before the start of the lessons, to be present.
2. If the participant, for any reason, can not attend the lesson, this participant must Una Paloma Blanca Language School notify 24 hours before the start of that lesson.

### Article 5: Lesson cancellation

1. If the participant in private or duo courses is timely (as referred to in Article 3) and below statement of reasons reporting his absence, he is given by Una Paloma Blanca Language School to collect the lessoned lesson at a time to be agreed upon. Except for the foregoing sentence, there will be no overtaking possibility offered.
2. Retrieving missed group lessons is not possible. If desired, the teacher mails the participant's homework of the missed lesson.

### Article 6: Payment

1. By entering into the agreement, the participant is entitled to the costs of the agreed course (s) and / or lesson (s) mentioned in the issued to him invoice owed to Una Paloma Blanca.
2. The participant is obliged to pay the costs referred to in paragraph 1 within 14 days of the date of signature of the invoice to meet. The costs are met by the deposit of the full amount at once on the account number listed in the invoice.
3. Payment in instalments is not possible.
4. Una Paloma Blanca Language School reserves the right for the participant to access the course deny in case of non-timely and / or incomplete payment.
5. Refund of paid tuition fee or remission of tuition fee due does not take place.

## Article 7: Termination of the agreement

The agreement ends:

1. In regard to the completion of a course with to which the agreement has been entered into: The agreement will in no case exceed 12 calendar months from the date of the invoice.
2. If the participant leaves with Una Paloma Blanca Language School within the term of his/her agreement on its own initiative.
3. Termination of the agreement referred to in paragraphs 1 and 2 of this article shall not affect the obligation of the participant to fully meet the costs mentioned in Article 6;
4. By mutual agreement between Una Paloma Blanca Language School and the participant.

## Article 8: Queries and complaints

1. Any complaints may be send by email to [info@unapalomablanca.com](mailto:info@unapalomablanca.com) or by post to Una Paloma Blanca Language School, P. Czn. Hooftlaan 14 (5611 NV) Eindhoven.
2. Complaints are treated strictly confidential by Una Paloma Blanca Language School.
3. Complaints shall be addressed within 3 weeks after receipt of an official notification.
4. Depending on the nature of the complaint, if student cannot be satisfied after several attempts to rectify the issue, a partial refund or remission of (part of) the (remaining) tuition fee shall be given, exceptions include the general conditions mentioned.
5. Complaints and the manner of handling are recorded for the duration of 5 years saved.

## Article 9: Legislation, dispute settlement rules and right of complaint

1. The agreement is governed by Dutch legislation, unless the law of another country applies on the basis of mandatory law.
2. Disputes between the consumer and Una Paloma Blanca Language School concerning the conclusion or implementation of agreements in relation to the services supplied or to be supplied by the entrepreneur, may be submitted by both the consumer and the entrepreneur to the Geschillencommissie Particuliere Onderwijsinstellingen (Disputes Committee), Bordewijklaan 46, Postbus 90600, 2509 LP Den Haag ([www.degeschillencommissie.nl](http://www.degeschillencommissie.nl)).

3. The Disputes Committee will only handle a dispute, if the consumer has submitted his complaint to the entrepreneur in accordance with the provisions in Article 15 and if no satisfactory solution has been reached for one of the two parties.
4. A dispute must be submitted to the Disputes Committee within three months of its inception.
5. A fee is payable for the handling of the dispute.
6. As soon as the consumer submits a dispute to the Disputes Committee, the entrepreneur is bound to this decision.
7. If the entrepreneur wishes to submit a dispute to the Disputes Committee, he must ask the consumer in writing to inform him within 5 weeks whether the consumer agrees to the submission of the dispute. The entrepreneur must also inform the consumer in the same letter that the entrepreneur is free to submit the dispute to any court if the period of 5 weeks has lapsed.
8. The Disputes Committee pronounces judgment in accordance with the Dispute Settlement Rules. The judgment of the Disputes Committee is a binding decision.
9. The provisions of subsections 2 to 8 inclusive are applicable except in cases of formal education, in which their own binding legal dispute settlement rules apply, such as in cases of examination of the student.

#### Article 10: Confidentiality

1. Any information submitted by consumers is treated with confidentiality by the entrepreneur, his staff, or other persons who work for him. The entrepreneur conforms to the current statutory privacy regulations.