



## **Delivery and payment terms of Commerce Talen.**

You can count on a professional and flexible service at Commerce Talen. That is why we like to agree the following with you:

### **1. Request**

You may request a language course by e-mail or telephone. We will provide you with the requested information.

### **2. Proposal**

At your request, we will send you a course proposal. If you accept the terms, sign the proposal and return to Commerce Talen by email, post or fax.

### **3. Invoice**

Once we have received the signed proposal, we will organise the course and send you an invoice. The invoice should be paid in full before the course commences unless otherwise stated on the invoice. If the invoice is not paid in time, Commerce Talen can decide not to commence with the course and the client will be obliged to reimburse costs already incurred.

### **4. Obligation of best intents**

Upon receipt of the signed proposal, Commerce Talen will enter into an obligation of best intents for the course to take place. Commerce Talen is not obliged to fulfil the contract if it is not reasonably practicable to do so due to causes beyond the control of Commerce Talen (*force majeure*). In such cases, a solution will be sought in consultation with the client. If the course cannot take place, the amount paid will be refunded minus any costs incurred.

### **5. The client cancels the course**

If the client cancels the agreed course (signed proposal) before the course commences, the client is obliged to compensate any costs incurred by Commerce Talen, such as intakes conducted and materials purchased. In addition, the client is to pay 25% of the contracted hours owed to the language trainer since the trainer has set aside time for the course. If the client cancels a course which has already commenced, the total invoice amount, minus any travel expenses not incurred, is to be paid. See also 6:

### **6. The course is cut short**

The total invoice amount remains payable, if a course has to be stopped temporarily due to special circumstances. The course has to be continued within 12 months of its commencement. If the original language trainer is not available when the course is resumed, a different language trainer will be brought in. In such cases, the client is to pay a fee of 25% of the remaining hours contracted to the original language trainer.

### **7. Participant(s) unable to attend**

If a participant fails to attend a (part of a) lesson, he or she forgoes those lesson hours. A lesson will be rescheduled only if all students in a group course are unable to attend that particular lesson. The student or group of students must give at least 24 hours notice to the trainer if they are unable to attend a lesson, otherwise the lesson will be cancelled and the student(s) will lose their lesson hours. This is with respect to the time the trainer has set aside and the preparations he or she has made. A maximum of three lessons may be rescheduled during an individual or group course.

### **8. Language trainer unable to attend**

If the trainer is unavailable to teach in the short term, the lesson(s) will be rescheduled in consultation with the student(s). If the trainer is unavailable to teach in the long term, another trainer will be used.

### **9. Course refund**

If the participant does not complete the course, the invoice amount related to the uncompleted part of the course remains payable. If a participant is unable to follow the course due to death, illness or accident, the remaining course fee will be refunded to the client.

### **10. Copyright**

The copyright and/or any other intellectual property rights to course material produced by Commerce Talen shall remain vested in Commerce Talen.

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