Radboud in’to Languages – General Terms and Conditions Governing Group Courses, Examinations and Assessments

Section 1 – General provisions

Article 1 – Scope

These general terms and conditions apply to all group courses and assessments with open enrolment and, thereby, expressly do not apply to customised language and communication training programmes or to the Intensive Language Programmes of Radboud in’to Languages.

Article 2 – Definitions

In these general terms and conditions the following words and phrases shall bear the following meanings:

1. Offer: group courses with open registration and assessment;
2. Agreement: registration via the online registration form on the Radboud in’to Languages website;
3. Remote agreement: an agreement that stipulates that one or more remote communication techniques are used, such as electronic communication;
4. Course participant: a natural person who is not acting in a professional context or on behalf of a business and who purchases an educational service from Radboud in’to Languages, taking into account that a course participant of Radboud in’to Languages is by definition, not a student of Radboud University Nijmegen.

Section 2 – Product range, establishing, dissolving, and terminating the agreement

Article 3 – Product range

1. Our product range is described on the website and/or in the specific course conditions.
2. The course fee shall at any rate also be mentioned.
3. Unless explicitly stated otherwise, the cost of books, materials, catering, and other course items are not included in the price.
4. Where requirements are stipulated in relation to any prior knowledge, qualifications or professional experience that is required or preferred in order to do a specific course, those requirements may be found on the website and/or in the terms and conditions for that specific course.

Article 4 – Establishing the agreement

1. The agreement shall be established after the course participant has accepted the offer (see Article 3) under the conditions for dissolution as specified in Article 5. The course participant accepts the offer when the online registration form for the relevant offer has been completed and submitted.
2. Pursuant to Article 6, the course participant shall have the option to dissolve the remote agreement at no cost within 14 days of accepting the offer.
3. If, during registration, the course participant has indicated that the course fees shall be paid by a business or institution, they must include the full name and address information of this institution as well as the name and e-mail address of the contact person. In this case, the invoice will be sent to the institution. However, the course participant is ultimately responsible for payment.
4. Registration for one of the Dutch courses for non-native speakers at Radboud in’to Languages is not a valid basis on which a visa can be acquired.

Article 5 – Conditions for dissolution

1. The course participant does not meet the prior knowledge or prior education requirements for the course or any of the other admission requirements.
2. The course participant has previously taken a course at Radboud in’to Languages and behaved in such a way that admission was denied or they were removed.
3. The maximum number of course participants has been exceeded.
4. The minimum number of students required has not been met.

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5. The student does not meet the admission requirement that participants must be 18 years old or have completed secondary school.

6. The participant has applied for a STAP subsidy for a course that is eligible for STAP, and the subsidy is not awarded by the UWV.

Article 6 - Cancellation of an agreement (the Distance Selling Act [Wet koop op afstand])

1. This article only applies for a natural person who is not acting in a professional context or on behalf of a business.

2. In accordance with the Distance Selling Act, a student may cancel an agreement free of charge and may terminate their registration without citing any reason for doing so within fourteen (14) days after accepting the relevant offer (See Article 1).

3. If they would like to make use of this option, they must state this in writing by e-mailing cursus@into.ru.nl.

4. Where a student registers within fourteen (14) days before a course is scheduled to start, they shall be deemed to have explicitly waived their distance selling right.

Article 7 – Termination of the agreement by the course participant

1. In the event that the agreement is cancelled more than 14 days after registration via the (online) registration form, fees shall be charged.

2. The fees are calculated in the following manner:
   a. NT2 day and evening course: 15% of the regular course fee;
   b. Foreign language courses: 15% of the regular course fee;
   c. English courses: 15% of the regular course fee;
   d. Cambridge courses (English): 10% of the regular course fee;
   e. Study programme tot lecturer NT2: 5% of the total, current course fee.

3. If a course participant cancels their participation to a course after the starting date of the course, Radboud in’to Languages charges the student based on expenses already incurred by Radboud in’to Languages as well as the number of lessons that took place. The relevant course participant shall be required to pay the following: 15% of the normal fee, irrespective of the fee that normally applies in the case of such a person, as well as an amount for each scheduled lesson based on the applicable fee payable by such category of individuals (e.g. the relevant student fee in the case of a student).

4. Cancellations can only be made in writing. The cancellation will be valid from the date on which Radboud in’to Languages receives your notification.

5. If a course participant does not pay on time or at all, the resulting expenses incurred by Radboud in’to Languages due to this shall be charged to the course participant, such as the costs for debt reminders, collections, legal representation, etc. Extra-judicial costs are set at a minimum of 15% of the amount due.

Article 8 – Cancellation of a course and dissolution of the agreement by Radboud in’to Languages

1. Radboud in’to Languages is entitled to cancel a course in the event that the minimum number of course participants has not been reached or if Radboud in’to Languages anticipates that the minimum number of course participants will not be reached.

2. A. Radboud in’to Languages reserves the right to change the design of the course. In this case, the modified course serves as a new offer to which Articles 3 to 6 apply.

   B. If courses that are schedules to be taught on-site are adapted to be taught partially or entirely online due to government or university guidelines on public health or safety, this does not constitute a new offer. Consequently, articles 3 thru 6 do not apply.

3. In the event that the agreement between Radboud in’to Languages and the course participant ends pursuant to Article 5 clause 5, the course participant shall be placed on the waiting list for the course in question. Radboud in’to Languages shall inform the course participant of this in writing.

4. Radboud in’to Languages shall contact the course participant on the waiting list if a spot in the course becomes available. This shall serve as a new offer to which Articles 3 to 6 apply.

Section 3 – Course fees, payment, and certification

Article 9 – Course fees and discount rates

1. Course fees quoted by Radboud in’to Languages do not include course materials, unless explicitly stated otherwise. Course fees are stated in the most recent information on the relevant course, and shall apply.
regardless of whether the course participant is aware of this information. The most up-to-date information is available on the Radboud in’to Languages website.

2. Radboud in’to Languages has different course fees:
   a. - Regular fee: all course participants that are not affiliated to Radboud University or the Radboud University Nijmegen Medical Centre (RUNMC);
   b. - Reduced fee for RU and RUNMC employees (10% discount on the regular fee):
      i. -Persons who can prove that they are employed by RU or RUNMC;
      ii. -Retirees of RU and Radboud university medical center;
      iii. -PhD candidates at RU or Radboud university medical center;
      iv. -Part-time students at RU and Radboud university medical center;
      v. -Staff and students at Wageningen UR;
   c. -RU student fee* (50% discount on the regular fee):
      i. -RU students who can prove that they are studying at Radboud University on a regular, full-time basis (here-in-after to be called RU students) and have a valid student card for the semester in which the course starts;
      ii. -International students temporarily studying at RU through an exchange programme, who have a valid student card for the semester in which the course starts;
      iii. -Students from other universities who are at RU to complete only a single study component are not eligible for the reduced fee;
      iv. -RU students taking a Cambridge course only qualify for the RU student fee if they meet the 80% compulsory attendance requirement. If they fail to meet this requirement, they must pay the regular fee;
   d. - Special fee reduction:
      i. -In addition to the employee discount, members of the staff association of RU and RUNMC are entitled to a 5% reduction on the second course for which they register;
      ii. RU alumni receive a 10% discount on the standard fee;
      iii. In all other cases, the highest discount will be applied.

e. Subject to conditions, regular full-time students at Radboud University and staff members of Radboud University can participate in a Social Dutch course free of charge.
   For students, free-of-charge participation in Social Dutch is limited to two courses. This limitation does not apply to staff members.

   The following conditions with respect to participation in Social Dutch apply to both students and staff members:
   1. The student or staff member must have attended 80% of the classes.
   2. The course will be charged in full, with retrospective effect, if the student or staff member fails to meet the above conditions.
   3. The other general terms and conditions regarding registration and payment apply with the exception of provision 9.3.

3. a. Radboud in’to Languages reserves the right not to apply the discount rates stated in Article 9, paragraphs 2 a through d. The rates listed in the course description on our website, in accordance with Article 3, paragraph 2 of these conditions, take precedence.
   b. Instead of or in addition to the discounts mentioned in Article 9 (2) (a) to (d), additional discounts may apply temporarily. The rates that are mentioned in the course descriptions on our website shall prevail in accordance with Article 3 (2) of these terms and conditions.

4. Standard, full-time RU students are required to authorise an automatic debit for the payment of the course fees.
   a. RU students taking a Cambridge course sign an authorisation form for the student fee to be debited from their bank account. This automatic debit is for the amount specified by the student rate. If the 80% compulsory attendance requirement has not been met, students will receive an invoice for the difference between the student fee and the regular fee.

5. International students who are associated with RU for a period of time through an exchange programme will receive an invoice. They must pay the fees in cash or by card at the front office of Radboud in’to
Languages.

6. Other course participants can indicate their payment method on the registration form:
   a. authorisation for automatic debit or payment after receiving an invoice from Radboud in’to Languages.
   b. Upon consultation with our Service Centre, the course invoice can be paid in instalments in exceptional cases. The number of instalments is two, except for NT2 day courses where payment in three instalments is possible.

7. For payment in instalments, additional administrative costs of €25 are charged.

8. It is not possible to pay the student fee in instalments.

9. Payment in instalments is not possible for summer courses.

Article 10 – Payment obligation and manner of payment

If the course fee is to be paid by a company, institution or Radboud University department, please state this on the online registration form. The full name and address information of this company, institution or department have to be provided. The invoice is sent to this institution, but the course participant is ultimately responsible for payment being made.

Article 11 – Certification

1. The following applies regarding certification for foreign language and English courses:
   a. the course participant receives a certificate of participation if the course participant has an 80% attendance rate;
   b. the lecturer and the Service Centre of Radboud in’to Languages use an attendance sheet to monitor attendance. The course participant is ultimately responsible to ensure that their attendance is recorded;
   c. the certificate is presented during the final meeting of the course or sent to the course participant by post.

2. The following applies regarding certification for Dutch courses:
   a. the course participant receives a certificate of participation if the course participant has an 80% attendance rate;
   b. the certificate is presented during the final meeting of the course or sent to the course participant by post.

Section 4 – Testing and assessment

Article 12 – Deviating and supplementary conditions

1. The discounted rates described in Article 9 do not apply to tests and assessments provided by Radboud in’to Languages.

2. This is without prejudice to the provisions in Article 6.

3. Radboud in’to Languages offers the following tests and assessments:
   a. the Radboud Academic Test of English (RATEr);
   b. Level tests for the completion of NT2 day and evening courses;
   c. Assessment Certificaat Competent Docent NT2.

Article 13 – RATEr

1. RATEr stands for Radboud Academic Test of English. The purpose of the test is to determine whether current or prospective students, PhD candidates, and other scientific researchers possess the required degree of language proficiency to participate in an English-taught programme in higher education (HBO and WO) or at a research institution.

2. The results of the test will only be disclosed once payment has been received in full.

3. The results will be disclosed to the course participant by e-mail within 15 days of taking the test.

4. In the event that fraud or serious suspicion of fraud is determined, the candidate shall be excluded from participation or the test shall be declared invalid.

5. In the event that a situation as described in clause 4 arises, a (free) resit shall not be available and the amount shall not be refunded.
6. The RATEr testing regulations apply to candidates who take the RATEr at Radboud in’to Languages.

Article 14 – Payment for an RATEr and cancellation
1. A candidate shall receive an invoice by email once the registration deadline passes.
2. Article 6 shall continue to apply in full with regard to a cancellation of an RATEr.
3. In the event that an agreement is cancelled as of fourteen (14) days following registration using a registration form (online or otherwise), a charge equivalent to 15% of the normal course fee shall be levied.
4. Where cancellation occurs on the date on which the RATEr is conducted or a candidate fails to sit it, Radboud in’to Languages shall charge the candidate a sum of €100.00. The amount concerned shall be based on any costs that Radboud in’to Languages has already incurred.
5. Cancellation may only occur in writing. The date of receipt by Radboud in’to Languages shall be deemed to be the cancellation date.
6. In the event that a candidate fails to effect payment or to do so on time, that course participant shall be liable for any costs incurred by Radboud in’to Languages pursuant to that, such as those pertaining to any demand, debt collection, legal adviser or lawyer. Extrajudicial expenses shall be deemed to amount to no less than 15% of the amount payable.

Article 15 – NT2 testing
1. At the end of an NT2 day or evening course, the course participant is given the option to take a final test in order to determine whether the course participant has achieved the intended final level.
2. The course participant may only partake in the activity as described in the first clause if the course participant has an 80% attendance rate.
3. The NT2 group course testing regulations applies to course participants taking an NT2 day or evening course at Radboud in’to Languages.

Article 16 - Assessment Certificaat Competent Docent NT2
Experienced, non-certified NT2 lecturers can take the Assessment Certificaat Competent Docent NT2 (assessment certificate for competent teachers of Dutch as a second language) to obtain the certificate established by the BVNT2.
1. The invoice must be paid by the candidate prior to this assessment.
2. The second clause of article 6 does not apply.
3. The candidate’s performance will be reviewed by certified assessors.
4. If the assessment of the candidate is positive, they will receive a certificate and their information will be forwarded to the BVNT2 for inclusion in the register of certified lecturers.
5. If the candidate does not agree with the results of the procedure or has complaints about the procedure itself, they can inform the objections committee for the Assessment Certificaat Competent Docent NT2 at the institution where they participated in the assessment of their objection within three weeks of receiving the official, written report. The committee, which consists of at least two independent representatives of Radboud in’to Languages, shall review whether the procedure was conducted correctly and whether the assessors performed their work carefully.

Article 16B – Portfolio and assessment Opleiding Docent NT2 (NT2 lecturer course)
1. When considering the demands and validity of exercises, reports, videos and the portfolio the Studiehandleiding Opleiding Docent NT2 Radboud in’to Languages (course guide for the NT2 lecturer course at Radboud in’to Languages) applies.
Section 5 - Other provisions

Article 17 - Intellectual property

1. Materials supplied during the course are intended exclusively for use by course participants.
2. Radboud in’to Languages course material is copyright of Radboud in’to Languages.
3. The course participant is obligated to respect copyrights. A general idea of what these copyrights entail is that no work may be reproduced or published in print, by photocopy, on microfilm, or made available to third parties in any other way without first obtaining express written consent.

Article 18 – Replacement of a teacher or trainer

Radboud in’to Languages is at all times authorised to replace a teacher/trainer by another teacher/trainer, in case of illness or other unavoidable circumstances.

Article 19 – Privacy

For the privacy policy, please view the Radboud in’to Languages website. This secondary privacy statement applies to the processing of personal data by Radboud in’to Languages. Radboud in’to Languages is a part of Radboud University. This secondary privacy statement is a supplement to the Radboud University privacy policy.

Article 20 – Admission denied

1. Radboud in’to Languages reserves the right to deny participants access to a course.
2. Access to the course shall be denied in all of the following cases:
   a. in case of default or misconduct. These include non or late payment of course fees, a failure to pay for a course that has been attended or an examination or assessment that has been conducted, or a failure to observe basic rules of conduct, for example, by voicing threats or exhibiting intimidating behaviour.

Article 21 – Wet gedeeltelijk verbod gezichtsbedekkende kleding

1. As a part of Radboud University, Radboud in’to Languages is an educational institution as specified in the Wet gedeeltelijk verbod gezichtsbedekkende kleding (partial ban on clothing that covers the face).
2. In accordance with this law, wearing clothing that covers the face entirely, covers it to an extent that only the eyes can be seen, or renders the wearer unrecognisable is prohibited in buildings and associated properties of an educational institution.
3. Radboud in’to Languages has the right to deny access to Radboud in’to Languages locations in the event that the ban from clause 2 has been violated.
4. This ban does not apply if wearing the clothing that covers the face:
   a. is required to protect the body in connection with the wearer’s health or safety,
   b. is necessary in connection with requirements for conducting a profession or playing a sport, or
   c. is appropriate with regard to participating in a festive or cultural activity.

Article 22 – Complaints procedure

Please visit the Radboud in’to Languages website for the complaints procedure.

Article 23 – Applicable law and competent court

1. All agreements between Radboud in’to Languages and the course participant for which these general terms and conditions apply are subject to Dutch law.
2. All disputes arising from or connected with the agreement shall be submitted to the competent court in the Province of Gelderland.