

General Terms and Conditions Una Paloma Blanca Language school



0. Definitions

Education / Training:

Education, course, training course, distance learning as well as contact education.

U.P.B.:

Una Paloma Blanca Language school

Client:

A company, irrespective of its legal form, who makes use of the educational services supplied by the U.P.B..

1. General

The general terms and conditions apply to all offers, activities, and contracts for training and education between U.P.B. and her legal successor(s) on the one hand, and client(s) and/or their legal successor(s) on the other.

2. Rules of conduct

All business assignments concerning training and education are carried out with due regard for the Code of Conduct for U.P.B.. This Code of Conduct is available on request from the U.P.B. administrative office.

3. Assignment in conflict with the Code of Conduct

U.P.B. will refuse an assignment or cease all further implementation, if the assignment were to come into conflict with the Code of Conduct.

4. Acceptance of the assignment

U.P.B. only agrees to take on those assignments for which she is qualified. The employees who are involved in implementing the assignment must be able to apply their knowledge, experience and personal qualities in an effective manner. Both Terms and Conditions the clients and U.P.B. may, in consultation, request employees other than those initially charged with the implementation of the assignment, as long as quality and continuity are not impaired.

U.P.B. must create circumstances that all persons who are expected to work on the implementation of the assignment are clearly informed of the work involved.

5. Implementation of the assignment

The assignment is only accepted if complete consensus has been reached between parties on the content and implementation of the assignment.

Consensus on the content of the assignment is reached when, on the one hand, the U.P.B. has collected the necessary information in a sufficiently detailed manner, and when, on the other hand, the client has supplied all the essential information required for the set-up and implementation of the assignment to the best of his knowledge.

6. Changes to the assignment

If, during the implementation of the assignment, new facts or situations occur which (could) impair the original consensus, the client and U.P.B. will discuss the matter(s) within reasonable time, in order to modify the agreements to suit the altered situation.

7. Premature termination of the assignment (force majeure)

The U.P.B. has the right to withdraw from an assignment, if effective implementation is impeded on the basis of changes which are beyond his control. If the client decides to terminate the assignment prematurely, the U.P.B. is entitled to compensation in connection with evident loss of work.

8. Involvement of third parties in the assignment

U.P.B. may only involve or engage third parties in the assignment by mutual consultation with the client.

9. Progress report

U.P.B. will keep the client informed of the progress of his work. In doing so, U.P.B. offers insight to the client, on request, of the methods applied in the respective stages of the training process.

10. Documentation of the assignment

U.P.B. will keep documentation of all the assignments carried out by her (in a manner determined by her), in part with a view to the possibility of having to account for her actions afterwards. U.P.B. will guard against any misuse of archival items.

11. Confidentiality

U.P.B. will handle the information she has received or become aware of during the training relationship with due care, as is reasonably expected.

In general, information of a confidential nature or information which should be considered confidential, will only be used if required in the interest of the implementation of the assignment. Every effort will be made to ensure that the information, when passed on, cannot be traced back to its source, should this entail any negative consequences for the source. Details of information, gained in confidence from employees of the client, will only be passed on to others, if the supplier of the information has been notified in time of its use and has declared to having no objection to the information being used.

12. Evaluation of the assignment

The implementation of the assignments with regards to training and education may be evaluated, on a random basis, by U.P.B. or by an independent, external institute.

13. Fees

The U.P.B. will charge a fee which is in accordance with the services delivered and the responsibilities he has accepted.

14. Employment of mutual staff

Parties will not employ staff from each other nor negotiate entry into employment during the course of the assignment, except in mutual consultation.

15. Intellectual property

Modules, models, techniques, instruments, including computer software, which are used for the implementation of the assignment, are and will remain the intellectual property of the U.P.B., unless agreed otherwise. Disclosure is only allowed after consent obtained from the U.P.B..

16. Disputes

Disputes between the consumer and U.P.B. concerning the conclusion or implementation of agreements in relation to the services supplied or to be supplied by U.P.B., may be submitted by both the consumer and U.P.B. to the Geschillencommissie Particuliere Onderwijsinstellingen, Bordewijklaan 46, Postbus 90600, 2509 LP Den Haag (www.degeschillencommissie.nl).

The Disputes Committee will only handle a dispute, if

- the consumer has submitted his complaint to U.P.B. in accordance with the provisions in these general conditions and no satisfactory solution has been reached for one of the two parties.
- The dispute is handled according to the rules of the Geschillencommissie.

The judgment of the Geschillencommissie is a binding decision.

17. Legislation

The agreement is governed by Dutch law.