

General Terms and Conditions Mindful GMAT / GMAT Holland / GMATcursus.nl

[May 2016]

1. Definitions

Course:	GMAT course by Mindful GMAT / GMAT Holland
Online course:	GMAT course by GMATcursus.nl on behalf of Mindful GMAT / GMAT Holland
Participant:	Person registered and participating in a course
Client:	Participant or legal entity acting on behalf of the participant

2. General

These terms and conditions are applicable to all courses offered by Mindful GMAT / GMAT Holland and to all agreements between Mindful GMAT / GMAT Holland clients.

3. Registration

Registration for courses happens through the form on the website, by email or over the phone. Within one business day after registration (though usually the same day), client receives an email confirmation, including all practical course details.

4. Duration

When you purchase our online course, you are purchasing a license for the duration of 4 (four) months. When you login to the Online course, you can see the time remaining on your license in the top left of the screen.

Clients can change a complete course lesson schedule, or more than half, one time at least 14 days time before the start of the course. A separate session may be changed up to two times per course. After this an administration fee of € 12,50 applies. This has to be paid in full before the start of the first scheduled session.

Courses changes of more than two sessions within two weeks before the start of the course can only be changed after paying € 22,50 reservation and administration costs. Course members who have enrolled within one week before the start of the course are exempted from this rule until the scheduled date for the second session of said course.

Client is permitted to keep his/her enrolment 'on ice' but the course needs to be finished within six months after the original course is scheduled to start. After this time, client is liable to a non refundable loss of enrolment.

5. Payment Terms

Client pays the full course fee by iDEAL or bank transfer before the start of the course. Client can contact Mindful GMAT / GMAT Holland to pay the amount after the start of the course.

6. Books

Mindful GMAT / GMAT Holland offers clients the opportunity to make use of the links provided on her website. Clients are free to purchase the books wherever they want.

7. Cancellation

Mindful GMAT / GMAT Holland is flexible with regard to cancellations by clients. We understand that study plans may change last-minute and that other reasons may lead to cancellation.

The date of your original course registration is used as sole reference regarding time limits of (free) cancellation. It is not possible to postpone a course and cancel after your original course date fails to meet the requirements. Conditions regarding the original date apply at the moment of cancellation.

At least four weeks prior the course, client may cancel the course at any moment and receives a full refund of the course fee.

Within four weeks prior to the course, client may cancel the course and receives a 50% refund of the course fee, excluding a € 22,50 administration fee.

When the course has started, client cannot cancel the course.

If a course member can't attend a session, client can notify the office through mail via info@mindfulgmat.org at least 8 hrs. prior to the start of said session. This is mandatory. If the client fails to meet this timeframe and there is no timely notice of absence, the client loses the right to a free replacement session. Costs will apply.

The course is registered on the name of the course participant, and can't be sold to someone else. It is also not allowed to send someone else to the course when the course participant can't come.

An online course cannot be cancelled. The seven-days trial period starts running when the login instructions are sent.

A course definitely takes place when there are at least four registrations. Force Majeure ("circumstances beyond control") may result in cancellation of a course with a full refund of the course fee. However, such cancellations are rare as Mindful GMAT / GMAT Holland works with many flexible instructors.

8. Facebook login

Client logs in to the online course with his/her personal Facebook account.

9. Privacy and confidentiality

Personal data provided by client to Mindful GMAT / GMAT Holland is strictly confidential and will not be provided to third parties, except for sending books to the client.

Other personal information provided by client to Mindful GMAT / GMAT Holland during the course is also strictly confidential.

10. Complaints

GMAT Holland has a well developed complaint procedure and processes complaints according to this procedure.

Complaints about the execution of the agreement have to be complete, clear and be sent within reasonable time to GMAT Holland after said complaint has been noticed by the consumer.

Complaints can be reported by email to Mindful GMAT / GMAT Holland. Two persons not directly involved in the complaint take up the complaint with strict confidentiality and come up with a suitable solution within three business days.

Complaints sent to GMAT Holland have to be answered within 14 days from application. If delay is foreseen, GMAT Holland will notify the consumer with an expected timeframe before the complaint can be properly handled.

A complaint about a product or service of GMAT Holland can also be sent in through Consuwijzer. (<https://www.consuwijzer.nl/hoe-dien-ik-een-klacht-in>.) The judgement of this institute is binding for GMAT Holland. The consequence of this judgement will be processed promptly by GMAT Holland.

All complaints are confidential and will be handled with care.
Dutch law applies if client wishes to appeal.

We encourage complaints also to be reported by telephone so as to reach a mutually satisfactory solution as soon as possible. Mindful GMAT / GMAT Holland strives for excellent GMAT courses and service and will make every effort to solve any type of complaint.

11. Intellectual property rights and copyright

Mindful GMAT reserves its right and privileges it is entitled to under the Dutch Copyright Act (Auteurswet). None of the documents provided by Mindful GMAT / GMAT Holland, such as slides and hand-outs, may be reproduced and/or published without the prior express permission by Mindful GMAT / GMAT Holland.

12. Governing Law

Dutch law applies to all agreements between Mindful GMAT and clients, also if the client resides or is located outside the Netherlands.

13. Changes

Mindful GMAT reserves the right to modify these terms and conditions. Client will be informed about such modifications and may then cancel the course at any time with a full refund of the course fee.



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GMAT courses in the Netherlands