

General Terms and Conditions TAALWIJS Breda

Article 1: definitions

1. TAALWIJS Breda, Putmansveld 1, 4813 AK, in Breda is a sole proprietorship registered at the Chamber of Commerce Breda under number 7592 2274. The company provides lessons/tutoring sessions, exam training, and educational coaching for students in the lower grades of the Dutch secondary school types vmbo (lower secondary professional education), havo (higher general secondary education), and vwo (pre-university education), and for other people who wish to be coached. TAALWIJS Breda is the user of these General Terms and Conditions.
2. *The Customer* is the person who has registered the Student at TAALWIJS Breda and has therefore entered into an Agreement with TAALWIJS Breda. These General Terms and Conditions apply to every type of collaboration between the Customer/Student and TAALWIJS Breda.
3. *The Student* is the person who accepts the service, i.e. the person who participates in the lesson/tutoring session, exam training, or educational coaching.
4. *The Agreement* is entered into the moment a Customer has registered with TAALWIJS Breda for the purpose of purchasing services. In doing so, the Customer is agreeing to these General Terms and Conditions. In case the Student is a minor, one of the Student's parents or guardians will act as the Customer. In case the Student is of age, Customer and Student are the same person.
5. *The Service* may consist of private lessons, tutoring sessions, and/or educational coaching: tools to help the Student process and learn to understand the prescribed educational material.
6. *The Coach* is TAALWIJS Breda's owner, Yolande Bijenhof, an experienced teacher specialised in offering lessons and tutoring sessions in the school subjects English, French, and Dutch as a second language (NT2 level).
7. *Coaching* is used as an umbrella term to describe all services Customers are able to purchase from TAALWIJS Breda. These include lessons, tutoring sessions, courses, educational coaching, exam training, as well as translations, proofreading, revision, and copy editing.

Article 2: general

1. Through registering for lessons/tutoring sessions, exam training, or educational coaching, the Customer is agreeing to these General Terms and Conditions.
2. TAALWIJS Breda is authorised to change these General Terms and Conditions at all times.
3. In case of any disputes between the Customer and TAALWIJS Breda, the parties will first discuss the issue among themselves before possibly involving any third parties.
4. TAALWIJS Breda reserves the right to refuse Customers without having to specify a reason.

Article 3: implementation, modes of collaboration, and price increase

1. The collaboration with TAALWIJS Breda is entered into for either an indefinite period of time, or for a clearly defined period of time/number of lessons when purchasing a package.
2. TAALWIJS Breda will carry out the obligations ensuing from the collaboration to the best of its knowledge and capacity.
3. TAALWIJS Breda is authorised to review its rates at all times, but will clearly communicate any changes with the Customer in advance, also specifying the commencing date.

Article 4: suspension, termination of the collaboration, or premature discontinuation of the collaboration

1. TAALWIJS Breda is authorised to suspend its compliance with the obligations ensuing from the collaboration, or to terminate the collaboration with immediate effect and without constraint, in case the Customer fails to comply with the obligations ensuing from the collaboration, fails to comply with these in full and in good time, or remains unable to comply with these within a period of three months. Possible expenses that are already owed to TAALWIJS Breda, and/or expenses that have already been invoiced by TAALWIJS Breda remain due and must be paid immediately.
2. Furthermore, TAALWIJS Breda is authorised to terminate the collaboration in case circumstances arise of such nature that complying with the collaboration has become impossible, or in case other circumstances arise of such nature that TAALWIJS Breda cannot reasonably be expected to continue the collaboration without alterations.
3. In case TAALWIJS Breda decides to suspend or terminate the collaboration, the owner can in no way be held liable for any damages and costs resulting from this in any way, shape, or form. At all times, the collaboration can be terminated in writing, both by the Customer and by TAALWIJS Breda. Reimbursement of tuition fees for teaching packages the Customer has already purchased will **not** take place!
4. Upon terminating the collaboration, coaching will stop.
5. TAALWIJS Breda is authorised to immediately terminate the collaboration in case the behavioural codes that are included in these General Terms and Conditions are violated.
6. In case the Customer wishes to temporarily suspend the collaboration, this may be requested in writing by e-mail, regular post, text message, or WhatsApp message. Without having to specify a reason, TAALWIJS Breda will then assess whether this temporary suspension is reasonable.

Article 5: force majeure

1. TAALWIJS Breda is not bound to comply with its obligations towards the Customer, nor to paying any kind of damages in case the owner is prevented from complying with these obligations as a result of a circumstance that cannot be attributed to fault, and that, under the law, a legal act, or generally accepted practice, should not be at the company's expense.
2. In addition to its definition in law and legal precedent, in these General Terms and Conditions the term 'force majeure' is interpreted as all external causes, whether foreseen or unforeseen, that are beyond the influence or control of TAALWIJS Breda, but do prevent TAALWIJS Breda from complying with its obligations.
3. During the period in which force majeure persists, TAALWIJS Breda may suspend the obligations ensuing from the agreement. In case this period persists for more than two months, each of the parties is authorised to terminate the agreement, without obligations to reimburse any damages suffered by the other party.

Article 6: rates and payment

1. For the most recent rates I would like to refer to the www.taalwijsbreda.nl. The amount due must be paid in full before the lesson/tutoring session takes place. If so desired, the Customer is responsible for purchasing new lessons in time, in case all the purchased lessons in the package have used up.
2. In case the Customer fails to pay the lessons within the required term of payment (14 days), the Customer is in legal default. The Customer will subsequently receive a reminder of payment after which payment must take place within 5 days. Should the Customer continue to be in default after that, TAALWIJS Breda will contact a debt-collection agency. The invoice of this debt collection agency will be charged to the Customer.
3. Possible ensuing legal fees and execution costs will be charged to the Customer as well. The Customer must also pay interest on the owed debt-collection fee.

Article 7: limitation of liability

1. TAALWIJS Breda is not liable for damages, of any nature whatsoever, as a result of incorrect and/or incomplete data supplied by or on behalf of the Customer that TAALWIJS Breda has taken to be correct.
2. TAALWIJS Breda is not liable for damages, of any nature whatsoever, that may arise during coaching on or near TAALWIJS Breda's location.
3. Within the package of services the Customer has purchased, TAALWIJS Breda is committed, to the best of its ability, to make every reasonable effort to comply with the obligations ensuing from the agreement. However, TAALWIJS Breda can offer no guarantee whatsoever with regard to the study results achieved by

the Student and can in no way be held liable or responsible for disappointing results achieved by the Student.

Article 8: privacy and data management

1. TAALWIJS Breda will carefully observe the privacy laws. Relevant personal data will not be supplied to third parties unless the Customer has given written permission for this. This involves the necessary data for realising a successful collaboration, such as e-mail addresses and telephone numbers. The contact details of the Coach will be provided to the Student upon registration.
2. TAALWIJS Breda reserves the right to use the supplied data for the purpose of commercial communication by e-mail with regard to the products and/or services of TAALWIJS Breda that may be interesting to the Student. All communication received by Students and Customers of TAALWIJS Breda will always be sent by, or on behalf of, TAALWIJS Breda.
3. The Student is obliged to supply his or her contact details and notify TAALWIJS Breda in time in case of any changes. Students are expected to supply complete, correct, and up-to-date information regarding their study/school situation. In case of any doubts, TAALWIJS Breda may check this information by contacting the student's parents/ guardians.

Article 9: carrying out the service

1. At the end of the lesson an appointment will be made for the next lesson. After consultation between the Student and the Coach a decision may be made to schedule the next lesson via e-mail, text message, or WhatsApp message.
2. Appointments are always scheduled **between** TAALWIJS Breda on the one hand and the Student on the other. Unless otherwise agreed the appointments will **not** be communicated to the Customer.

Article 10: scheduling, rescheduling, and cancelling lessons

1. In case the Student is unable to attend the lesson, **the Customer** is obliged to notify TAALWIJS Breda of this. A new appointment will then be scheduled as soon as possible. Notification of cancellation, or requests for rescheduling a lesson/tutoring session should be submitted **at least 24 hours before** the lesson was originally scheduled to commence. In case the lesson is cancelled too late, or not at all, the scheduled time will be charged in full, unless TAALWIJS Breda considers this to be unreasonable. In case a lesson/tutoring session is cancelled by TAALWIJS Breda, there will obviously be no charge. The Customer will not be entitled to a reduction, cancellation, or refund of the tuition fee, unless fewer lessons/tutoring sessions take place than were originally purchased.

2. In case of a difference of opinion with regard to the accuracy of the agreements, the TAALWIJS Breda administration is authorised to make a binding decision.

Artikel 11: behavioural codes

1. TAALWIJS Breda expects the Student to show sufficient commitment, act normally during the lessons/tutoring sessions, and refrain from expressing distracting comments towards fellow Students or the Coach. TAALWIJS Breda may decide to terminate its coaching in case a Student is not observing the agreements or acts in such a manner that effective coaching is seriously hampered. In cases like this, the Customer will always be contacted.
2. The Student must be committed to working on the given assignments at home to the best of their ability in order to increase their chances of study success.
3. The Student and the Customer are aware that increasing study success entails more than just having a subject explained to them during the lesson/tutoring session. Therefore, during the lessons/tutoring sessions the emphasis will lie on learning skills and receiving targeted feedback on these from the Coach. Both the Student and the Customer are aware that attending lessons/tutoring sessions alone will not lead to an increase in study success. Apart from attending the lessons/tutoring sessions, it is also vital for the Student to make an effort both at school – during and outside of the classes – and at home by studying and working on assignments.
4. Both the Students and the Coach have informed themselves of the behavioural codes specified by TAALWIJS Breda and will observe these.

Article 12: changes to the general terms and conditions, applicable law, and disputes

1. The applicable version of these General Terms and Conditions is always the most recent version, or the version that was in force during the establishment of the legal relationship with TAALWIJS Breda. The General Terms and Conditions are available via the TAALWIJS Breda website (www.taalwijsbreda.nl).
2. TAALWIJS Breda is authorised to unilaterally change these General Terms and Conditions at all times. The Customer will be informed of any possible changes in the General Terms and Conditions by e-mail, regular post, text message, or WhatsApp message, including a link to the TAALWIJS Breda website.
3. These General Terms and Conditions are governed by Dutch law. In case of any discrepancies between the original Dutch text and this English translation, the original Dutch text will prevail.

Breda, 19 January 2022
(English translation 15 January 2022)