



Terms and Conditions Taaltutor

Article 1 Applicability of the terms

1.1 All terms and conditions of Taaltutor and all agreements entered into by Taaltutor shall be subject to these terms and conditions in so far as they have not been waived by written agreement.

1.2 The present terms and conditions shall also apply to all agreements with Taaltutor for the execution of which third parties must be involved.

1.3 Taaltutor explicitly rejects the applicability of the terms and conditions of the client.

Article 2 Quotes, the agreement

2.1 Each quote is in principle free of charge and valid for one month. All quotations and quotations are made exclusive of VAT, unless expressly stated otherwise.

2.2 The agreement is made by (i) written (digital) acceptance by the client of Taaltutor's offer, or (ii) - if no written (digital) acceptance by the client - through the performance of the work by Taaltutor or (iii) - If no quotation has been issued - by written confirmation from Taaltutor of a contract awarded by the client.

Article 3 Enrolment terms training, language courses and language lessons

3.1 Lessons must be cancelled at least 24 hours in advance, otherwise they will be charged.

3.2 Unless otherwise agreed, the invoice for the tuition fee will be sent monthly on the basis of the number of lessons / training courses followed.

3.3 Taaltutor provides lessons as a course or as a series of loose hours. For loose hours, the client pays the first four (4) lessons in advance at least 24 hours before the first lesson. During a training or a course, the client pays the entire amount for the course no later than 24 hours before the start of the course.

Article 4 Change and termination of assignments

4.1 If, after the agreement, the client makes major changes in the training or course, Taaltutor is entitled to refuse the term and / or the fee or refuse the training or course.

4.2 The agreement must be terminated by the client in writing. Upon termination of the agreement the client is due to pay the part of the training or course which has already been completed.

4.3 If Taaltutor has reserved time for the execution of the training or course and cannot be used elsewhere, the client is:

- A. Until two weeks before the start of the training or course no payment is due to Taaltutor;
- B. Upon termination between 2 weeks and 2 days before commencement of the contract, 50% of the agreed price for the non-executed part of the assignment owes to Taaltutor.
- C. In case of cancellation less than 2 days prior to commencement of the contract, the client owes the full, agreed price for the non-executed part of the training or course to Taaltutor;
- D. In the case of a temporary termination of a training or course by the client, no entitlement will be refunded for the amount already paid;
- e. In case of exceptional personal circumstances, Taaltutor may deviate from the above regulations. The assessment of the exceptional circumstance is to Taaltutor.

Article 5 Execution of assignments, confidentiality

5.1 Taaltutor is required to know the training or course to the best of the knowledge and can and with good professional knowledge for the purpose specified by the client.

5.2 Taaltutor will treat all information provided by the client strictly confidentially.

5.3 Unless expressly agreed otherwise, Taaltutor has the right to perform a third-party assignment, Taaltutor will oblige such third party to secrecy.

Article 6 Intellectual Property

6.1 Unless expressly agreed otherwise in writing, Taaltutor retains copyright on Taaltutor's materials and materials.

Article 7 Dissolution

7.1 Taaltutor is authorized to suspend compliance with its obligations or to dissolve the agreement if (i) the client fails to fulfil the obligations of the agreement, not fully or in due time, (ii) upon termination of the Taaltutor agreement (lii) if the delay by the client is no longer possible from Taaltutor to meet the agreement with the originally agreed conditions.

7.2 If the agreement is terminated, Taaltutor's claims on the client will be immediately due. If Taaltutor suspends compliance with its obligations, it retains its claims from the law and agreement.

7.3 If Taaltutor enters into suspension or dissolution, it shall in no way be held for compensation for damages and costs arising in any way.

Article 8 Complaints and disputes

8.1 Taaltutor is committed to ensuring that the services are provided to the full satisfaction of the client.

8.2 Complaints about the execution of the service must be submitted as soon as possible and in any case in writing and within 14 days after service to the director of Taaltutor, namely Sandra Wormgoor, preferably by e-mail at info@taaltutor.nl. In the event of complaints about the director of Taaltutor herself, it is possible to contact two independent contact persons, namely Mr. Pim Rats, teacher, pimrats@gmail.com (06-26 22 22 16) or Ms. Meinke Vermande, coach, meinke.vermande@gmail.com (06-24 59 82 52).

8.3 Taaltutor will contact the client no later than 14 days after receiving the complaint to resolve the complaint. See detailed description of the Complaints Procedure at the bottom of the Taaltutor homepage: www.taaltutor.nl.

Article 9 Payment

9.1 Payment must always be made within 14 days after the invoice date, in a manner to be specified in the currency in which it is invoiced, unless otherwise stated by Taaltutor.

9.2 The invoice is exclusive of VAT unless parties have explicitly agreed otherwise.

9.3 If the client fails in the timely payment of an invoice, the client is in default in default. The client then owes the legal interest.

9.4 If the client is in default or in default of (due) fulfilment of his obligations, all reasonable costs for obtaining compensation will be paid out of court by the client. These costs amount to at least 10%, with a minimum of €125, - of the amount due.

Article 10 Liability

10.1 Taaltutor is solely liable for damage which is the direct and demonstrable result of a malpractice attributable to Taaltutor. Taaltutor is never liable for all other forms of damage such as business damage, delay and loss of profits. The liability is in any event limited to an amount equal to the invoice value excluding VAT of the relevant contract.

Article 11 Force majeure

11.1 Taaltutor is not required to comply with any obligation to the client if it is hindered by a circumstance that is not due to debt, nor is it due to legal act or traffic in force under the law.

11.2 Under force majeure is understood, in addition to what is understood by law and jurisprudence, to provide all or all of the reasons for external causes which Taaltutor cannot influence, but which makes Taaltutor unable to fulfil its obligations.

11.3 During the force majeure, the duties of Taaltutor are suspended. If the period during which force majeure is not fulfilled by Taaltutor by force majeure lasts longer than two months, both parties are authorized to dissolve the agreement without any liability for compensation.

11.4 If Taaltutor has already partially fulfilled its obligations or can only partially fulfil its obligations, Taaltutor has the right to invoice the already executed separately and the client is obliged to comply with this invoice as if it were a separate agreement.

Article 12 Applicable law and competent court

12.1 The legal relationship between the client and Taaltutor is governed by Dutch law.

12.2 The parties will first appeal to the court after attempting to resolve a dispute by mutual agreement.

12.3 All disputes about these terms and conditions are subject to the judgment of the competent Dutch court in Arnhem.

The terms and conditions of Taaltutor are deposited with the Chamber of Commerce in Utrecht under number 30 28 78 19.