

## **General Terms & Conditions - Amstel Dutch**

### **0. Definitions**

In these General Terms and Conditions, the following terms shall have the following meanings:

Amstel Dutch: the company that provides language courses to students at the request of the company where the students work for.

Client: the client/ company who has an agreement with Amstel Dutch to provide language courses to one or more of the employees of the organization.

Student: a person who is taking one or more language courses from Amstel Dutch at the request of the company he or she works for.

Agreement: the agreement between Amstel Dutch and the Client or Student where Amstel Dutch delivers language courses to students, for which courses the Client will pay Amstel Dutch.

Course: one language course, consisting of several lessons.

Lesson: one lesson from a Course.

Terms: the underlying Amstel Dutch General Terms and Conditions.

Course Fee(s): the fees of the Course(s)

### **1. Applicability**

1.1 The underlying Terms apply to all Agreements between Amstel Dutch, having its registered seat at Sarphatistraat 173-2, 1018GE, Amsterdam and any (legal) person (Client or Student) purchasing Course(s) (or training, classes, or similar services) for its own or its employee's behalf.

1.2 Deviations from these General Terms and Conditions are only valid if and insofar as they have been agreed in writing between the parties.

1.3 The applicability of any General Terms and Conditions of the Client and/or third parties is expressly rejected.

1.4 In the event of a conflict between these General Terms and Conditions and arrangements made in an agreement, the arrangements made in the agreement shall prevail.

1.5 If there is a lack of clarity concerning the interpretation of one or more provisions of these General Terms and Conditions, the interpretation must be made 'in the spirit' of these provisions.

1.6 If a situation arises between parties that is not regulated in these General Terms and Conditions, this situation must be assessed 'in the spirit' of these General Terms and Conditions.

1.7 The most recent version of the General Terms and Conditions of Amstel Dutch is applicable. Amstel Dutch may at any time, without prior notice and stating reasons, unilaterally modify and supplement these General Terms and Conditions. The most recent version is then valid on all agreements including those already concluded. No rights can be derived from claims between parties that deviate from the General Terms and Conditions. Amstel Dutch will notify the customer by email of any changes to the General Terms and Conditions.

1.8 Amendments to the General Terms and Conditions will take effect thirty days after the Client has been notified. Only for Consumers, if they do not agree with the announced changes, they have the right to dissolve the contract. This does not apply to clients acting in the capacity of a profession or business, they are obliged to accept the changes.

1.9 If one or more provisions in these General Terms and Conditions are at any time wholly or partially void, declared void or annulled, the remaining provisions of these General Terms and Conditions shall remain in full force and effect. Parties will consult to agree on a new provision to replace the void or voided provision. The purpose and intent of the original provision will be taken into account as much as possible.

1.10 In the event Amstel Dutch deviates from these terms and conditions on its own initiative in favor of the Client, the Client can never derive any rights from that.

## **2. Offers and quotations**

2.1 Quotes from Amstel Dutch are valid for the term indicated in the quote. If no term is indicated, the quotation is valid until 14 days after the date the quotation is issued.

2.2 Offers and/or quotations are offered in writing by Amstel Dutch, unless urgent circumstances make this impossible.

2.3 Quotations are valid in their entirety.

2.4 Amstel Dutch cannot be held to offers and quotations if the customer understands or can reasonably understand that the offer and/or quotation, or any part thereof, contains an obvious mistake, slip, printing error, misprint or typing error.

2.5 Offers do not automatically apply to future orders.

## **3. Agreement**

3.1 The Agreement becomes valid when the Client or Student has accepted the offer of Amstel Dutch. Registrations are final after payment.

3.2 For in-company Course(s) the offer must be accepted and signed by the Client at least four (4) weeks before the agreed start date of the Course(s). For in-company Course(s): payment must be made two weeks before the start of the Course(s). In other cases, payment must be made before the start of the Course(s).

3.3 If the Client or Student has accepted the offer, Amstel Dutch reserves the right to cancel up to fourteen (14) days after having received the signed contract of the Client or Student. If this occurs, the Client or Student will be fully refunded.

3.4 The Client and/or Student need to complete the following before start date:

- (i) sign and submit the contract between both parties to Amstel Dutch; and
- (ii) sign and submit a completed enrollment (and intake if required) form(s) to Amstel Dutch; and
- (li) the Client or Student meets the entry-level requirements as stated in section 3.1 below; and;
- (iv) the Client or Student has paid the Course Fees.

The enrolment forms, together with these Terms, are hereinafter to be referred to as "Agreement".

#### **4. Courses**

4.1 Courses provided by Amstel Dutch are divided into proficiency levels according to CEFR Guidelines which may require a Student to have reached an entry-level before being admitted to such Course. Admittance to the Course (other than starting level) the Student has enrolled to, is conditional upon the Student passing the intake test based upon said entry-level requirements to be assessed per Amstel Dutch's discretion.

4.2 In principle, in-company Courses take place at the location of the Client, another agreed location by both parties, or online. If there are no rooms available at the agreed location of the Client, Amstel Dutch reserves the right to cancel its Lesson(s) if the company can't find another appropriate solution, without having to pay any (damage) compensation.

4.3 Students may request to be transferred to a different proficiency level during the term of the Course the Student has enrolled to. Amstel Dutch shall honor such request at free costs in case all of the following apply:

- (i) The second lesson of the current Course has not taken place yet; and;
- (ii) the Student has not requested for a transfer previously; and
- (iii) there's the capacity to fit the Student in the class for the proficiency level the Student has requested; and
- (iv) the Student has reached the entry-level of the requested proficiency level.

4.4 If a second transfer is requested a €50,- administration fee will be charged to the Student. Transfers later than the start of the second lesson are considered upon request. If such a later transfer request is honored by Amstel Dutch, an additional fee of €150 will be charged.

4.5 The Client's or Student's inability to attend class (or entire Course) is at risk of the Client or Student and Amstel Dutch shall have no obligation to refund any (part of) Course Fees.

4.6 Amstel Dutch may postpone a Course or a Lesson until 24 hours before the Course or the Lesson starts. If the Student is – because of the rescheduling – not able to attend the whole Course, or the rescheduled lesson, the Student will be given the opportunity to follow the Course or lesson at another date. If the Student is not able to attend the Course or lesson on another date, Amstel Dutch will give a refund for this Course or Lesson to the Client or Student.

4.7 In case of sickness of the teacher or other circumstances which are beyond reasonable control of Amstel Dutch, the Course or Lesson may be adjusted, cancelled and/or rescheduled at any time.

4.8 Classes may take place on public holidays. All Course dates are communicated online prior to the Student enrollment and therefore the Students assume responsibility for the selection of the Course including its Course dates. Amstel Dutch has the right to change times, locations etc. of any Course.

#### **5. Prices and Payment conditions**

5.1 All prices stated on the website are in EURO and are exempt from VAT, unless stated otherwise. Amstel Dutch cannot be held responsible for typo's in the mentioned prices.

5.2 The fees for the Courses will be invoiced prior to the start of the course. The invoice has to be paid ultimately on the day before the Course starts, unless otherwise agreed between Amstel Dutch and Client.

5.3 When, on the starting day of the Course, the invoice has not been paid, Amstel Dutch may refuse the Client or Student(s) to participate in the Course or postpone the start of the Course at the expense of the Client. The expenses incurred are related to administration costs and booked teacher costs for which we charge €500,-.

5.4 The Course Fee can be paid in cash or transferred to the Amstel Dutch bank account NL77 KNAB 0257 6193 64.

5.5 Objections to the invoice do not suspend the Client's obligation to pay.

5.6 Payment shall, subject to mandatory provisions for consumers, be made without deduction, set-off or suspension on any account whatsoever.

5.7 In case of late payment, the Client is legally in default and Amstel Dutch has the right, without further notice, to charge statutory interest from the due date until the day of payment.

5.8 In the event of late or incomplete payment by the Client, Amstel Dutch is entitled, without prior notice, to charge the Client (extra) judicial collection costs of 15% of the agreed total amount with a minimum of € 150,-. Also insofar as the actual costs exceed the court cost order. The latter applies insofar as mandatory statutory provisions do not dictate otherwise.

5.9 Notwithstanding the provisions of paragraphs seven and eight, Consumers will first receive a written notice of default, whereby an additional period of 14 days from the day of receipt of this notice of default is offered to still meet the payment obligation, before they are in default.

5.10 If no payment follows the written notice of default referred to in the previous paragraph, the Client shall be in default. The extrajudicial collection costs over the principal sum will be calculated for consumers in accordance with the "Besluit Buitengerechtelijke Incassokosten" (BIK).

5.11 Payments made by the Client will first be deducted by Amstel Dutch from all interest and costs due and subsequently from the due and payable invoices that have been outstanding the longest.

5.12 In the event of a jointly given assignment, the principals, insofar as the work has been performed on behalf of the joint principals, are jointly and severally liable for payment of the invoice amount, regardless of the name on the invoice.

## **6. Inability to pay**

6.1 Amstel Dutch is entitled to dissolve the agreement in writing without further notice and without judicial intervention, at the time when the Client:

- is declared bankrupt or applies for bankruptcy;
- applies for (temporary) suspension of payment;
- is seized in execution;
- is placed under guardianship or administration;
- otherwise loses the power of disposition or legal capacity with respect to all or part of his assets.

## **7. Suspension and dissolution**

7.1 Amstel Dutch has the right to suspend the fulfilment of its obligations, until such time that all due and payable claims against the Client have been paid in full, if (1) the Client fails to fulfil the obligations under the agreement or fails to fulfil them in full or (2) Amstel Dutch has knowledge of circumstances which give her good reason to fear that the Client will not be able to (properly) fulfil her obligations, or (3) if the Client was requested to provide security for the fulfilment of her obligations under the agreement when the agreement was concluded and this security is not provided.

7.2 Amstel Dutch is also authorized to dissolve the agreement (or have it dissolved) in the situations mentioned in the first paragraph of this article, or if other circumstances arise which are of such nature that fulfilment of the agreement is impossible or can no longer be required by standards of reasonableness and fairness.

7.3 Dissolution shall take place by written notice and without judicial intervention.

7.4 If the agreement is dissolved, the claims of Amstel Dutch on the Client are immediately due and payable.

7.5 Amstel Dutch reserves the right to claim damages and is not liable for any damages or costs incurred by the Client or third parties.

## **8. Cancellation**

8.1 The Client or Student may cancel the Agreement with immediate effect up to fourteen (14) days from the date of submission of the enrolment form for convenience by submitting written (e-mail) notice to Amstel Dutch of such termination (COOLING-OFF period).

However, the aforementioned termination right shall expire upon the moment the Client or Student(s) attends its first class of the Course.

8.2 Notwithstanding the Client or Student's right under section 5.1 above, the Client or Student may request cancellation of the Agreement (or subscription once this applies) to a Course by submitting such a request in writing (by e-mail) to Amstel Dutch. Acceptance of such a termination request shall be at Amstel Dutch's sole discretion. In cases the Client wishes to cancel the Course, he will owe Amstel Dutch compensation for costs already incurred, including invoices or cancellations cost of third parties, costs for teaching materials, lessons, and administration cost. Client is liable to third parties for the consequences of the cancellation and will indemnify Amstel Dutch for resulting claims of these third parties.

8.3 In the event of circumstances beyond the Student's reasonable control (such as illness which permanently inhibits a student from participating in the Course, an accident or death) the Course Fee will be reimbursed pro rata according to followed/ unfollowed Lessons, upon receipt of a written request for cancellation and the Student has provided valid evidence of such occurrence, on a pro-rata basis and after payment of a €150 administration fee to cover the cost of cancellation incurred by Amstel Dutch.

8.4 Amstel Dutch reserves the right to cancel any scheduled Course up to 24 hours prior to the scheduled start of such Course in case the number of enrolled Students for such course falls below the threshold for such Course. In such a case, Amstel Dutch shall give the Client or Student the opportunity to select either a refund or to move start date or enroll in another Course. Amstel Dutch maintains the following thresholds: (i) in-company Courses start with a minimum of four (4) students; and (ii) separate group Courses start with a minimum of six (6) students.

8.5.1 Cancellations of all Amstel Dutch classes must be made no later than twenty-four (24) hours prior to the scheduled lesson time by notifying Amstel Dutch in writing (e-mail).

8.5.2 If a cancellation is made less than twenty-four (24) hours prior to the scheduled lesson, Amstel Dutch reserves the right to charge the full fee for that lesson.

8.6 Refunds are wire transferred from the Amstel Dutch bank account within 10 working days of receipt of communication and/ or proof concerning section 5.

## **9. Communication, Confidentiality and Service Level**

9.1 All notices, under the agreement, to Amstel Dutch are to be made via e-mails to [info@amsteldutch.com](mailto:info@amsteldutch.com).

9.2 Amstel Dutch aims to respond to all communication received either by post, e-mail, or phone which requires a response within 5 workdays from receipt of such communication.

9.3 Amstel Dutch shall only use the Students personal information solely for the following purposes:

- (i) to carry out its obligations under the agreement
- (ii) commercial offerings from Amstel Dutch (not from any other third party) and
- (iii) any other communications from Amstel Dutch relevant for the Student.

9.4 Upon the Students written request, Amstel Dutch shall cease to send the Student any other communication than strictly necessary to carry out its obligations under the agreement.

9.5 Amstel Dutch shall never communicate information shared by the Client or Student during the course (GROUP and/or PRIVATE) with any third party, unless otherwise agreed or agreed upon.

## **10. Conduct**

10.1 Amstel Dutch reserves the right to dismiss any Student displaying unacceptable, including without limitation, discriminating, racist, sexual, aggressive, or other inappropriate behaviour to the reasonable opinion of Amstel Dutch, at any time, without the Student being entitled to any form of a refund, compensation or damages.

## **11. Limitation of Liability**

11.1 Amstel Dutch shall not be liable under any agreement for any indirect, special, incidental, punitive or consequential damages, or any other similar damages under any theory of liability (whether in contract, tort, strict liability, or any other theory). Further, Amstel Dutch shall not be liable, in any way, for theft, damage, or loss of the Client's or Student's personal effects.

11.2 The Client or Student assumes all responsibility for the selection of the Course necessary to achieve the Student's intended results, and for the use and results of the Course. Amstel Dutch makes no warranty for any Course to be fit for any intended purpose.

11.3 Amstel Dutch's total liability for any direct loss, cost, claim or damages of any kind related to the agreement shall not exceed the amount of the Course Fees paid or payable by the Client or Student to Amstel Dutch under such agreement during the 12 months prior to the event giving rise to such loss, cost, claim or damages. However, nothing in Section 11.3 shall have the effect of limiting a Amstel Dutch's liability for personal injury or death caused by the negligence of Amstel Dutch and fraud.

## **12. Image Use**

12.1 Amstel Dutch may take photos and videos of the Client or Students for inclusion in promotional material (brochures, websites, catalogues, etc.) unless the Client or Student has explicitly communicated an objection to this upon enrolment.

12.2 Amstel Dutch, or its licensors own all intellectual property in any work published either on its website, hard copy hand-outs, and digital works shown or provided to the Students. The Students shall not be allowed, without the prior written consent of Amstel Dutch to copy, distribute, or use the materials in any other way as strictly necessary for successful completion of the Course.

## **13. Miscellaneous**

13.1 These Terms together with the signed contract and enrolment form represent the entire agreement between the parties and supersedes any prior or current understandings, whether written or oral. If there is a conflict between these Terms and the enrolment form, the enrolment form will prevail.

13.2 The Agreement will be governed by the laws of The Netherlands. The parties consent to the jurisdiction by the courts of Amsterdam for any claim relating to this Agreement. Notwithstanding the parties' right to submit a claim to the courts of Amsterdam, the Client or Student shall omit to try to resolve any dispute under the Agreement by submitting a formal complaint in accordance with Amstel Dutch's formal complaint procedure which shall be provided to the Client or Student upon the Client or Student's earliest request.

## **14. Force Majeure**

14.1 If the execution of the agreement becomes impossible due to a cause that cannot be attributed to Amstel Dutch or through which fulfilment of its obligations cannot reasonably be required of Amstel Dutch, including but not limited to illness of herself, teachers or third parties engaged, failures in the computer network or other technical failures, shortcomings of suppliers of Amstel Dutch or by Amstel Dutch engaged third parties and other stagnation in the normal course of business within its company, then Amstel Dutch is entitled to suspend the execution of the agreement.

14.2 In these General Terms and Conditions, force majeure means: a circumstance that cannot be attributed to the fault of Amstel Dutch and which, by virtue of the law, legal act or generally accepted views, cannot be attributed to Amstel Dutch. In addition to this explanation of force majeure under the law and jurisprudence, force majeure also includes: all external causes, foreseen or unforeseen, which Amstel Dutch can not influence, but through which Amstel Dutch is unable to fulfil its obligations.

14.3 In case of force majeure, Amstel Dutch will make reasonable efforts to provide an alternative solution, if desired.

14.4 If the force majeure situation occurs at the time that the obligations of Amstel Dutch are partially fulfilled or will be able to fulfil, Amstel Dutch is entitled to invoice the part already fulfilled or to be fulfilled. The Client is obliged to pay this invoice as if it were a separate agreement.

14.5 From the moment that the force majeure situation has lasted at least 30 days or is of a permanent nature, both parties are entitled to (partially) dissolve the agreement by means of a written notification, without judicial intervention, without the parties being able to claim any damages.

## **15. Confidentiality**

15.1 When parties become aware of information of the other party of which they know or could reasonably know that it is of a confidential nature, they shall not disclose this information in any way to third parties. An exception applies if laws and regulations require disclosure or if this is necessary for the proper execution of the Agreement.

15.2 The party receiving confidential data shall only use it for the purpose for which it was provided. Data shall in any case be considered confidential if it is designated as such by one of the parties.

15.3 The data provided by the Client to Amstel Dutch, Amstel Dutch will at all times be kept with care.

This version was last modified in May 2025.