



## Terms and Conditions

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## **Pineto Taaldiensten:**

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## **Applicability**

1. The general terms and conditions apply to all agreements between the customer and Pineto Taaldiensten.
2. The general terms and conditions also apply to the course materials provided by Pineto Taaldiensten.

## **Communication**

1. The general terms and conditions, offer, agreement, invoice and payment confirmation are always in the Dutch language as standard. At the customer's request, this information can be provided in English.
2. Customers who do not yet have sufficient knowledge of the Dutch language will receive the English version of the information mentioned under point 1 as standard.
3. In consultation, the information referred to under point 1 can also be drawn up in a language other than Dutch or English. Pineto Taaldiensten is not obliged to do this.
4. Other communications with the customer can be conducted in consultation and, if possible, in the language desired by the customer. Examples of other communications:
  - Correspondence that does not relate to the information mentioned under point 1.
  - Correspondence regarding the lesson and/or learning the Dutch language.
  - Correspondence regarding rescheduling, changing or canceling the lesson.

## **Offer**

1. The offer concerns all services that Pineto Taaldiensten provides to the customer.
2. The offer applies to a course of several lessons. For 1 lesson, only an invoice is issued.
3. The offer will be communicated to the customer in writing before payment and will in any case contain the following information:
  - the customer's details (name and address);
  - the details of Pineto Taaldiensten (name of owner, address and contact details, Chamber of Commerce, VAT number and bank account number)
  - the number of lessons;

- the duration of the lessons;
- the duration of the entire course;
- indication of the dates and times of the lessons;
- the costs for the entire course;
- information about payment;
- information about VAT;
- validity of the offer (30 days);
- information about accepting the offer;
- date of the presented offer;
- the general terms and conditions.

## **Agreement**

1. The customer can indicate by email that he accepts the offer and agrees to the general terms and conditions.
2. After accepting the offer and agreeing to the general terms and conditions, an agreement is concluded.
3. Pineto Taaldiensten will send a confirmation and the agreement by email.

## **Cancellation**

1. Both the customer and Pineto Taaldiensten may cancel the agreement at any time.
2. The agreement can be cancelled by both the customer and Pineto Taaldiensten by email.
3. After cancellation, the costs already paid for lessons not yet taken will be refunded to the customer by Pineto Taaldiensten within 14 days.
4. After cancellation, the costs for lessons already attended will not be refunded.
5. If the customer has incurred additional costs on his own initiative regarding the lessons by Pineto Taaldiensten, these costs will not be refunded after cancellation.
6. Pineto Taaldiensten will send confirmation of the cancellation of the agreement by email.
7. After cancellation, it is possible to receive a cash refund for the costs for lessons not attended. Pineto Taaldiensten will then draw up a short statement in which the customer signs for the amount received back.

## **Agreement compliance**

1. As long as the agreement has not been cancelled, Pineto Taaldiensten is obliged to provide the agreed services.

## **Cancellation and rescheduling lessons**

1. Both the customer and Pineto Taaldiensten may cancel one or more lessons.
2. Both the customer and Pineto Taaldiensten may reschedule the time and location of one or more lessons.
3. In the event of a cancelled lesson, the customer has the right to take this lesson at another time.

4. Rescheduling or cancelling classes can be communicated by email or verbally.
5. Rescheduling or cancellation of lessons should be communicated by both the customer and Pineto Taaldiensten preferably 24 hours before the start of the lesson.
6. If the lesson is cancelled by the customer without any form of communication, the option to catch up on the lesson at another time expires. The costs will then not be refunded.
7. If the lesson is cancelled by Pineto Taaldiensten without any form of communication, Pineto Taaldiensten is obliged to offer the lesson at a different time.
8. A lesson attended by multiple students cannot be partially cancelled. If at least one of the students can be present, the lesson will continue and the other students will not have the opportunity to catch up. In that case, the costs will not be refunded. With an additional payment, in consultation and at a reduced rate, the lesson can be caught up.

### Course materials

1. The customer can purchase the course materials. Examples of course materials:
  - course books;
  - dictionaries;
  - grammar books;
  - additional material.
2. The costs for the course materials are entirely for the customer and will not be reimbursed by Pineto Taaldiensten in the event of cancellation of the agreement.
3. Additional course material written by Pineto Taaldiensten is included in the lessons. This material is free and is not included in the rate structure of the lessons. After cancellation of the agreement, there are no financial consequences regarding this additional course material. The customer may keep this course material.

### Copyright

1. The course materials published by organizations other than Pineto Taaldiensten are subject to the copyright of the relevant parties.
2. The additional material created by Pineto Taaldiensten is subject to copyright by Pineto Taaldiensten. This additional material may not be provided to third parties, made public or reproduced without written permission from Pineto Taaldiensten.

### Price changes

1. Pineto Taaldiensten may not change the prices of a current agreement.
2. The amount of any travel costs can be changed under a current agreement. This may apply if the customer relocates or if there are major changes to public transport timetables.
3. Pineto Taaldiensten can always change the prices for non-current agreements.
4. The price in the offer is valid for 30 days.

## Payment

1. The costs for a learning program stated in the offer must be paid before the start of the first lesson.
2. Payment can be made by bank or in cash.
3. Payment instructions are stated in the offer and invoice.
4. After payment, the customer will receive confirmation by email.
5. If the agreed lesson fee has not been paid before the start of the first lesson, Pineto Taaldiensten may postpone or cancel the lessons.

## VAT

1. If the customer takes lessons as a private individual through Pineto Taaldiensten, no VAT is charged. Language coaching falls under general language education.
2. If the customer is a company and offers lessons via Pineto Taaldiensten to employees, VAT will be charged. The rate is 21%. However, Pineto Taaldiensten uses a special fiscal arrangement for small companies (KOR). This means that, subject to conditions, no VAT is charged to companies.

## Liability

1. Pineto Taaldiensten can never be held liable for damage, in whatever form, suffered due to insufficient knowledge of the Dutch language. Pineto Taaldiensten helps you learn the Dutch language. The responsibility for the final language level to be achieved lies entirely with the customer. Examples of possible damage:
  - Failure to pass an exam;
  - Not being hired for a job;
  - Inability to obtain residence documents;
  - Inability to obtain financing;
  - Any other form of material or immaterial damage caused by insufficient knowledge of the Dutch language.

## Confidentiality

1. All customer data will be treated carefully and confidentially by Pineto Taaldiensten. Pineto Taaldiensten follows the applicable privacy legislation.

## Questions and complaints

1. Since Pineto Taaldiensten is a small company, there is no detailed procedure. The customer can ask any questions via email, telephone or during class. If the customer is not satisfied with the services, this can always be indicated. Pineto Taaldiensten will answer all questions as quickly as possible. Every complaint is handled with respect and professionalism, also within a very short period of time.
2. If the customer is dissatisfied with a lesson, Pineto Taaldiensten is not obliged to refund the lesson fee. The customer does have the option to cancel the remaining lessons within the agreement. The customer will receive a refund for these remaining lessons.