



## GENERAL TERMS AND CONDITIONS Language Lessons

This document contains the general terms and conditions (hereinafter also referred to as “General Terms and Conditions”) of **æni: [language lessons]** (hereinafter also referred to as “æni”), with its registered office at De Groene Boog 10, 7513KA Enschede, The Netherlands, registered with the Chamber of Commerce under number 67867847. These General Terms and Conditions are applicable to all Services related to language lessons provided by æni or by any Affiliate.

### **Article 1. Definitions and interpretation**

1.1 In these General Terms and Conditions, the following capitalized definitions will have the meaning ascribed to them below, unless the context requires otherwise.

1.1.1 Affiliate(s): any party engaged by æni to deliver the Services in whole or in part.

1.1.2 Agreement(s): any agreement between æni and the Client for the provision of Services.

1.1.3 Client: the natural person or legal entity for which the Services are provided.

1.1.4 GDPR: the General Data Protection Regulation, as may be amended from time to time.

1.1.5 Offer(s): the non-binding offer or quotation of æni to provide a Service.

1.1.6 Party: æni or Client individually.

1.1.7 Parties: æni and Client jointly.

1.1.8 Service(s): all services relating to lessons, training, instruction and workshops in relation to learning or improving (foreign) languages, provided by æni or its Affiliates.

1.1.9 Subscription: a subscription for the performance of Services within a specified time period and/or for a specific amount of Services.

1.2 Any reference to the singular shall include a reference to the plural, and vice-versa, unless the context requires otherwise.

1.3 Any reference to “including” shall be construed as “including but not limited to” and shall not limited the generality of the foregoing.

1.4. Any reference to one gender shall include other genders.

1.5. Any reference to “in writing” shall include electronic communication.

1.6. The clause headings of these General Terms and Conditions are for reference only and shall not affect the interpretation thereof.

1.7. These General Terms and Conditions are written in the English language and such language shall be leading in the interpretation thereof. Where any Dutch (legal) term has been added in brackets throughout these General Terms and Conditions, such Dutch (legal) term shall be leading. In case of a translation of the General Terms and Conditions into another language, the English language version shall prevail.

### **Article 2. Applicability of General Terms and Conditions**

2.1 The General Terms and Conditions apply to the Agreements, Offers, and all other commitments related to the Services agreed between the Parties.

2.2 The applicability of any other general or special terms and conditions, including any terms and conditions of the Client, is expressly excluded.

2.3 If any provision of these General Terms and Conditions is deemed null and/or void, invalid or inadmissible, the remaining provisions of these General Terms and Conditions shall remain in full force and effect. The Parties shall, in order to replace any such null and/or void, invalid or inadmissible provision, agree upon a new legally permissible provision that reflects the original intent of Parties as much as possible.

2.4 In the event of any inconsistency between the provisions in the General Terms and Conditions and the Agreement and/or the Offer, the provisions of the Agreement and/or the Offer shall prevail over the General Terms and Conditions. In the event of any inconsistency between the provisions of the Agreement and the Offer, the provisions of the Agreement shall prevail.

2.5 Changes or additions to the General Terms and Conditions or Agreement apply only if agreed in writing between the Parties and are only applicable to the particular Service to which they relate. Any changes agreed upon by Parties in the past do not give the Client the right to these changes in the





future.

2.6. æni shall not be deemed to have waived any provisions of these General Terms and Conditions and/or the Offer and/or the Agreement, unless such waiver is explicit and given in writing. A waiver of any right, provision or claim shall not prejudice any æni rights or entitlements of æni in relation to any future right or claim.

### **Article 3. Offers and Subscriptions**

3.1 Offers of æni can be found on æni's website or are otherwise communicated by æni verbally or in writing.

3.2. Offers are non-binding and subject to availability, unless and until æni confirms acceptance in writing, which shall constitute an Agreement between the Parties to which these General Terms and Conditions apply.

3.3. Offers and Agreements may take the form of a Subscription.

3.4 If the Client cancels an accepted Offer the Client shall remain liable for payment of the full price thereof.

3.5. æni reserves the right to withdraw an Offer any time prior to, or within a reasonable time after, acceptance thereof, e.g. in case of limited resources, without incurring liability towards Client. æni shall as soon as reasonably practicable inform Client of such an event.

3.6. The Client shall not be allowed to transfer any Agreement, including any Subscription, to any other party nor shall Client be entitled to any refund if Client decides not to proceed with the Services.

3.7. Subscriptions shall automatically be renewed on the date falling one (1) months prior to expiry of the Subscription (if a Subscription is based on a time period), or at the moment the remaining quantity of Services under a Subscription reaches zero (0), unless the Client has indicated in advance and in writing that Client no longer wishes its Subscription to be renewed.

3.8. æni may offer introduction classes or trial lessons at reduced rates or free of charge. These shall not oblige the Parties to enter into any Agreement. These General Terms and Conditions shall however continue to apply.

### **Article 4. Prices**

4.1 Prices shall be based on æni's rates as included in the Offer. In the event performance of the Services is to take place at the Client's location, æni shall also charge the travel and lodging expenses and any other out-of-pocket costs which are required for performance of the Services.

4.2 The agreed prices from the Offer are leading and will be fixed during the term of the Agreement, unless otherwise provided in the Offer, Agreement and/or these General Terms and Conditions.

4.3 Any major changes made by the Client to the Offer or Agreement shall entitle æni either to modify the price and/or the date of delivery agreed or to refuse to execute the Services. In the event of the latter, the Client shall be required to pay for the work already performed.

4.4 The agreed prices are in Euro, excluding value added taxes.

4.5. Reading- and teaching material shall be provided by æni if and to the extent that this is specified in the Offer. Client shall return these materials promptly to æni upon request or upon expiry of the Services, unless otherwise agreed.

4.6. In case of performance of the Services at the Client's location for the Client's personnel or invitees, the Client shall ensure that there is a suitable classroom facility including workspaces, a blackboard or whiteboard, a video projector, a flipboard and WiFi facilities. The Parties can agree on the details of such on a case-by-case basis. The Client shall arrange coffee, tea and lunch for the participants as may be required.

### **Article 5. Performance**

5.1. æni shall perform the Services to the best of its insight and ability but does not guarantee the suitability of the Services for any particular result. Without prejudice to the foregoing, æni shall, to the extent feasible, accommodate any reasonable request from the Client to perform the Services in accordance with a specific area of attention or in line with a specific target or goal.

5.2. The Client shall, while participating in the Services, comply with the instructions of æni and shall inform æni if anything is not clear or not understood.

5.3. The Client shall, prior to commencement of the Services, inform æni of any circumstances which





could affect or impede the Services and of which æni should reasonably be made aware.

5.3. æni reserves the right to postpone any Services planned on holidays or any other recognized days of rest. æni shall endeavor to perform the Services within a reasonable time period thereafter.

5.4 æni may, at its sole discretion, determine that the whole or a part of the Services will be performed by a third party or Affiliate.

5.5 æni may require certain conditions or preparations for the execution of the Service. In the event that æni is of the opinion that it is unable to proceed with the execution of the Services, æni is entitled to postpone or cancel execution thereof without being liable for any damages or consequences. æni shall inform Client of such an occurrence.

5.6 If æni fails or does not deliver the Service on time, Client shall notify æni thereof in writing and shall provide a reasonable period of time to remedy. If performance of the Services in whole or in part is no longer possible, Parties shall cooperate to find an alternative reasonable way to deliver alternative Services or have these performed by another party.

5.7. æni shall reasonably endeavor to deliver the Services at the date and time specified in the Offer or agreed between the Parties, but such date shall not be considered a strict deadline ("*fatale termijn*") under Dutch law.

5.8. In the event the Client is not able to attend the Services on any scheduled date, the Client shall forthwith inform æni and the Parties shall reasonably endeavor to schedule an alternative date. Client shall remain liable for payment of any scheduled Services unless these are cancelled or re-scheduled at least five (5) days in advance, without prejudice to clause 3.4.

5.9 Client shall remain liable for payment in the event of a no-shown.

## **Article 6. Billing and payment**

6.1 Client shall pay any invoice within fourteen (14) days after the date of invoicing unless agreed otherwise. Payments for Subscriptions shall be made by direct debit and Client hereby authorizes æni to deduct these payments from the Client's bank account unless agreed otherwise.

6.2 Invoicing disputes do not suspend the payment obligation of the Client. Any invoicing disputes shall be made known to æni within fourteen (14) days after the date of invoice.

6.3 The Client is not entitled to set off any amounts due by æni.

6.4 æni is entitled to claim legal interest, collection costs or other costs from the Client if the Client fails to comply with the obligations contained in these General Terms and Conditions, Offer or Agreement, including the obligations related to payment.

6.5 æni is entitled, at any time, to suspend its obligations regarding the Service if it has any grounds to do so, including in the event of any non-payment or delayed payment by the Client.

6.6 Any reasonable doubt on the part of æni regarding the Client's ability to pay shall entitle æni to require the Client to provide sufficient security before æni commences or continues to execute the Services.

## **Article 7. Confidentiality and data protection**

7.1 Client shall keep all information received from æni and/or its Affiliates confidential and shall not disclose any information obtained or shared in the performance of the Agreement to third parties.

7.2 The confidentiality obligations mentioned in this article shall not apply in relation to:

I. Information that has become generally accessible without this being a consequence of non-compliance with this confidentiality obligation;

II. Information that a Party has legitimately obtained or became acquainted with before receiving this information from to the other Party;

III. Information which needs to be disclosed by a court order or statutory obligation.

In the event of sub III above, the Parties shall to the extent legally permissible limit the extent of the disclosure as much as possible.

7.3 Parties will process all confidential information, in particular (sensitive) personal data, in accordance with applicable laws and regulations, including but limited to the GDPR. The Parties will take appropriate organizational measures to ensure the confidentiality of information and the protection of personal data.

7.4 In the event of a breach of the obligations under this article, the Client is obliged to pay an





immediately payable fine of EUR 1.000 per event to æni, without prejudice to æni's right to claim actual damages in excess of this amount.

7.5. æni shall be allowed to disclose any information received from the Client to any third parties or Affiliates in the performance of the Services.

### **Article 8. Intellectual Property**

8.1 Client shall not use the name of æni and/or the names of its directors, employees or Affiliates in publications and/or advertisements or otherwise without prior permission of æni.

8.2. Client shall not infringe upon any intellectual property of æni, any Affiliate or of third parties. Client shall not copy, disclose or distribute any of the reading- or teaching material.

8.3. æni shall remain the owner of its existing intellectual property. Any intellectual property rights arising out of or in connection with the Services shall vest in æni.

### **Article 9. Liability**

9.1 æni shall not be liable for any loss or damage caused to, or which has arisen for, the Client or for third parties, unless there is gross negligence ("*grove nalatigheid*") or willful misconduct ("*opzet*") on the part of æni. The liability of æni shall in any event be limited to an amount equal to the amount that is invoiced (excluding VAT) to the Client, or, if and insofar the damages are insured, to an amount equal to the sum actually paid out by the insurance (whichever is less).

9.2 The liability of æni for any indirect or consequential loss or damage, including but not limited to consequential loss, loss of profits, loss of business opportunity, lost savings and damage due to company stagnation, is excluded.

9.3. To the maximum extent permissible by law, æni shall not be liable for the use of the results of the Services by the Client or by third parties. The Client acknowledges and agrees to the aforementioned, and shall indemnify and hold harmless æni for any loss or damages arising out of the use and/or disclosure of such results.

9.4 The Client similarly undertakes to indemnify æni against any claims by third parties on account of (alleged) violation or infringement of property rights, proprietary rights, patent rights, copyrights, moral rights or any other intellectual property rights in relation to the results of the Services.

9.5 If æni provides Services to minors, the guardians or parents of the minor are responsible for the minor as if the guardian or parent itself is part of the Agreement. æni can reasonably trust that the minor has permission of its guardians or parents to participate in the Service.

### **Article 10. Complaints and disputes**

10.1 The Client shall be required to notify æni in writing of any complaints regarding the Services as soon as possible, and in any case no later than ten (10) working days after the delivery of the Services. Lodging a complaint shall not release the Client from its payment obligations.

10.2 In the event of a valid complaint, æni shall be allowed a reasonable period to improve or substitute the Service. If æni is unable to make the required improvements or to substitute the Service, it may grant the Client a discount.

### **Article 11. Termination**

11.1 æni may terminate the Agreement immediately if Client does not comply with its obligations under the Agreement and has failed to do so after written notice of default.

11.2 Either Party may immediately terminate the Agreement in the event the other Party has filed for bankruptcy, is declared bankrupt (including personal bankruptcy of financial supervision), is insolvent, or has a creditor appointed to it.

### **Article 12. Force majeure**

12.1 If either Party cannot meet its obligations due to reasons of force majeure ("*overmacht*"), those obligations will be suspended for the duration of the force majeure event.

12.2 The Party relying upon force majeure shall inform the other party as soon as reasonably possible after the commencement of the force majeure event and shall duly substantiate its claim regarding force majeure.

12.3 If the force majeure event continues for more than 90 days, each Party shall be entitled to terminate the Agreement in writing with immediate effect and without incurring any liability.





12.4 Each Party shall bear its own costs in relation to force majeure. However, force majeure shall not release the Client from any of its payment's obligations.

**Article 13. Applicable law and dispute resolution**

13.1 The General Terms and Conditions of this Agreement are exclusively governed by the laws of the Netherlands, without giving rise to any conflict of law principles.

13.2 The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to the Agreement or these General Terms and Conditions.

13.3 If a dispute arises between the Parties, they will reasonably endeavor to jointly settle the dispute. If the Parties fail to resolve the dispute amicably, they will submit the dispute to a competent court based in the Netherlands.

