

General terms and conditions of LeSNT2

Article 1 Definitions

1. LeSNT2 is a sole proprietorship that aims to teach Dutch as a second language to individuals and employees of companies.
2. In these General Terms and Conditions, 'Customer' means: the natural person or legal person or the partnership of natural and/or legal persons or the intermediary or representative acting on their behalf who uses the Services of LeSNT2 and instructs LeSNT2 to provide Services as referred to in paragraph 6.
3. In these General Terms and Conditions, 'Business Customer' means: the legal person who acts in the exercise of a profession or business, or the partnership of natural and/or legal persons or the intermediary or representative acting on their behalf who uses the Services of LeSNT2 and instructs LeSNT2 to provide Services as referred to in paragraph 6.
4. In these General Terms and Conditions, 'Private Customer' means: the natural person who is not acting in the exercise of a profession or business who uses the Services of LeSNT2 and instructs LeSNT2 to provide Services as referred to in paragraph 6.
5. In these General Terms and Conditions, 'Agreement' means: the legal relationship between LeSNT2 and the Customer, all in the broadest sense.
6. In these General Terms and Conditions, 'Services' means: all products and services delivered to the Customer by LeSNT2 and/or third parties engaged by it, including teaching Dutch as a second language to individuals and employees of companies, as well as all other activities performed by LeSNT2 for the benefit of the Customer, of whatever nature, performed in the context of an assignment, including activities that are not performed at the express request of the Customer.
7. In these General Terms and Conditions, 'Website' means: the Website www.lesnt2.nl.

Article 2 Applicability of the General Terms and Conditions

1. The General Terms and Conditions apply to all Agreements concluded between the Customer and LeSNT2 whereby LeSNT2 offers services or delivers products.
2. Deviations from the General Terms and Conditions are valid only if they have been agreed with LeSNT2 expressly and in writing.
3. Applicability of purchase or other terms and conditions of the Customer are expressly rejected, unless expressly agreed otherwise in writing.
4. The General Terms and Conditions also apply to additional or amended assignments from the Customer.

Article 3 The Agreement

1. All offers on the Website are entirely without obligation, unless explicitly indicated otherwise.
2. The Customer may contact LeSNT2 via the Website, e-mail or telephone for any of the Services offered. LeSNT2 will consult with the Customer about their expectations. The Agreement is only concluded by means of oral or written order confirmation by LeSNT2.
3. The Customer can also place orders for products on the Website. The Agreement is then concluded by the placement of an order.
4. If LeSNT2 sends a confirmation to the Customer, it is decisive for the content and interpretation of the Agreement, subject to obvious errors. LeSNT2 cannot be bound by its offer if the Customer can reasonably understand that the offer, or a part thereof, contains an obvious mistake or error.
5. If the Customer makes notes or responds to LeSNT2's quotation, these are not part of the Agreement, unless LeSNT2 confirms this in writing.
6. An order by the Customer that has not been preceded by a written offer requires written acceptance by LeSNT2.

Article 4 Implementation of the Agreement

1. LeSNT2 shall endeavour to perform the Services to the best of its understanding and capacity and in accordance with the requirements of professionalism, and in accordance with the written agreements, to the greatest extent possible.
2. The Customer ensures that all information that LeSNT2 indicates is necessary or that the Customer should reasonably understand is necessary for the implementation of the Agreement is provided to LeSNT2 in a timely fashion. If the information required for the implementation of the Agreement has not been provided to LeSNT2 in a timely fashion, LeSNT2 has the right to suspend the implementation of the Agreement and/or to charge the Customer for the additional costs resulting from the delay, according to the usual rates.
3. The Customer ensures that LeSNT2 can perform its Services in a timely and sound manner. If the Customer fails to comply with the agreements in this regard, the Customer is obliged to compensate the resulting damage.
4. If a term has been agreed or specified for the provision of Services, this is never a statutory limit. If such a term is exceeded, the Customer must give LeSNT2 a written notice of default. LeSNT2 must be given a reasonable term to then fulfil the Agreement.
5. If the Customer cancels a single lesson or a lesson package, LeSNT2 cannot be held in default due to exceeding the term.

Article 5 Changes to the Agreement

1. If, during the implementation of the Agreement, it becomes apparent that for proper implementation of the Agreement it is necessary to modify or supplement the Agreement, the parties will consult in a timely fashion about modifying the Agreement.
2. If the Agreement is amended, including an addition, there is an additional order. A separate fee agreement will be made in advance for this additional order, whereby the additional Services will be paid at the agreed rate.
3. Failure to implement the amended Agreement or not implementing it immediately does not constitute a breach by LeSNT2 and is not a reason for the Customer to terminate or dissolve the Agreement.
4. Changes to the originally concluded Agreement between LeSNT2 and the Customer are only valid from the moment these changes are accepted by both parties by means of an additional or amended Agreement. This change shall be made in writing.

Article 6 Suspension, dissolution and premature termination of the Agreement

1. LeSNT2 is authorised to suspend the fulfilment of the obligations under the Agreement or to dissolve the Agreement if the Customer does not, does not fully or does not timely comply with the obligations under the Agreement, or if LeSNT2 has good reason to fear that the Customer will fall short in those obligations.
2. LeSNT2 is further authorised to dissolve the Agreement if circumstances arise of such a nature that implementation of the Agreement is impossible or the unaltered maintenance of the Agreement cannot reasonably be expected.
3. If the Customer fails to comply with the obligations arising from the Agreement and this non-compliance justifies dissolution, then LeSNT2 is entitled to terminate the Agreement with immediate effect without any obligation on the part of LeSNT2 to pay any damages or indemnification, while the Customer, due to breach of contract, is obliged to pay damages or indemnification.

Article 7 Cancellation and return

1. In the case of Business Customer, it is not possible to cancel the Agreement after confirmation. The Business Customer may cancel the order prematurely, but will not receive a refund for the provided lessons in such a situation. Notice of termination must be provided by letter or e-mail. If the Business Customer cancels before the first lesson has taken place, LeSNT2 may charge any preparation costs.

2. A Private Customer has the legal right to 14 (in words: fourteen) days of reflection, calculated from the date of oral or written order confirmation by LeSNT2. If the single lesson (single private lesson and/or single group lesson) or the lesson package commences within 14 (in words: fourteen) days after order confirmation by LeSNT2, the reflection period will lapse. In such a situation, as referred to in the preceding sentence, the Private Customer waives the reflection period. The Private Customer expressly agrees to this.
3. In the case of a private single lesson, the Private Customer has the option to cancel the relevant lesson 24 (in words: twenty-four) hours before the start of the lesson. If cancelled at a later time, the full amount will be charged.
4. In the case of a lesson package for groups, the following applies: The Private Customer always has the option to cancel the relevant lesson package. The following cancellation conditions apply:
 - More than two months before the first lesson: no fees are charged.
 - Less than two months but more than two weeks before the first lesson: 25% of the total amount will be charged.
 - Less than two weeks before the first lesson: 50% of the total amount will be charged.
 - After the first lesson: 100% of the total amount will be charged.
5. Cancellation must be done in writing and expressly confirmed by LeSNT2. Cancellation is final after confirmation by LeSNT2.
6. With regard to the products ordered online via the webshop, the following applies: Cancellation of the Agreement after placing the order is not possible since the products are sent directly to the Customer via e-mail after placing the order.
7. Since the products ordered (online) by the Customer are sent immediately after placing the order and can be downloaded immediately, these products are excluded from the right of withdrawal. The right of withdrawal expires prematurely upon delivery of digital content that has not been delivered on a material carrier, insofar as LeSNT2 has commenced the fulfilment, and the Customer has expressly granted prior consent to LeSNT2 to implement the Agreement immediately before the reflection period has ended. The Customer hereby acknowledges the loss of the right of withdrawal when the delivery of the digital content has begun.

Article 8 Costs, fee and payment

1. All stated amounts of the Services are in euros. The Services are exempt from VAT, unless stated otherwise. The amounts of the products including the lesson materials are in euros and are also exempt from VAT.
2. The amounts in the Webshop are also exempt from VAT, unless stated otherwise.
3. LeSNT2 has the right to remedy obviously incorrect attributions in the price statement.
4. Payment for the Business Customer is made via:
 - a. Monthly invoice afterwards
5. Payment for the Private Customer is made via:
 - a. Lesson packages: in advance by means of invoice
 - b. Individual lesson: cash afterwards or per lesson afterwards by invoice
 - c. iDeal
6. If the Customer pays by invoice, the said invoice must be paid within 14 (in words: fourteen) days after receipt by the Customer.
7. The products in the Webshop concern online lesson materials, so no shipping costs apply.
8. The Customer has the obligation to immediately notify LeSNT2 of inaccuracies in the stated or provided payment data.
9. If the Customer fails to pay an invoice in a timely manner, the Customer is automatically in default, without further notice of default being required. The Customer then owes the statutory interest. The interest over the due and payable amount will be calculated from the moment the Customer is in default until the moment of payment of the full amount due.

10. If LeSNT2 decides to collect a claim for non-payment of one or more unpaid invoices by judicial means, the Customer is also obliged to reimburse all judicial and extrajudicial costs reasonably incurred in addition to the principal amount owed and the interest referred to in Article 8.9. The reimbursement of judicial and extrajudicial costs incurred is determined in accordance with the then applicable Decree that provides for reimbursement for extrajudicial collection costs.

Article 9 Cancellation by LeSNT2

1. LeSNT2 reserves the right to cancel a group lesson if there are too few registrations or if external circumstances require cancellation.
2. LeSNT2 is also entitled to refuse registrations.
3. LeSNT2 is entitled to cancel the lesson 24 (in words: twenty-four) hours in advance, without giving reasons. Together with the Customer, a different time will be sought. If this is not possible, the lesson and the obligation of the Customer to pay for this lesson will lapse.
4. LeSNT2 may only cancel within 24 (in words: twenty-four) hours before the start of the lesson in the case of force majeure as identified in Article 12.

Article 10 Shipping and delivery

1. Unless otherwise agreed in writing, shipping takes place by electronic means. The Customer receives the ordered product(s) immediately, or at least within 24 (in words: twenty-four) hours after placing the order, in PDF format in his or her e-mail.
2. If an order has not been received by the Customer at the specified e-mail address, an appropriate solution is sought in mutual consultation. The Customer must report this to LeSNT2 without delay, but no later than within 48 hours.

Article 11 Liability

1. The Customer is responsible for providing correct and representative data and information necessary for the implementation of the Agreement. LeSNT2 is not liable for damage, inter alia on the basis of a wrong order, if the Customer has provided incorrect, unrepresentative or irrelevant information.
2. The delivery term communicated to the Customer can only be specified approximately. Although efforts will always be made to meet the delivery term, LeSNT2 is never liable for the consequences of exceeding the stated term. Exceeding the term does not entitle the Customer to cancel the products, or to refuse receipt or payment of the products, nor does LeSNT2 owe any compensation to the Customer.
3. With regard to the Services provided by LeSNT2, there is an obligation of best efforts and no obligation to achieve results. The effort obligation means that LeSNT2 cannot guarantee that the desired results are (actually) achieved.
4. LeSNT2 is not liable for errors or negligence on the part of third parties it engages. By using the Services of LeSNT2, the Customer grants LeSNT2 the authority, if a third party engaged by LeSNT2 wants to limit its liability, to accept this limitation of liability also on behalf of the Customer.
5. LeSNT2 does not accept any liability for late receipt of cancellations or deregistrations.
6. LeSNT2 is not liable for indirect damage, including but not limited to consequential damage.
7. LeSNT2 is not liable for any Customers who do not pass exams in Dutch after taking the lessons of LeSNT2.
8. LeSNT2 is not liable for any errors on the Website.
9. LeSNT2 is not liable for the non-fulfilment or non-timely fulfilment of the obligations arising from the Agreement, in case this is caused by force majeure as referred to in Article 12.
10. The Customer indemnifies LeSNT2 against claims from third parties of whatever nature related to the Services.
11. If LeSNT2 is held liable, it will only be liable for direct damage actually incurred, paid or suffered by the Customer due to a demonstrable failure of LeSNT2 to fulfil its obligations

with regard to its Services.

12. The liability of LeSNT2 is limited to the amount covered and paid by the insurer. If the insurer does not make the payment, or if LeSNT2 is not insured, the liability is limited to the amount paid by the Customer.
13. The limitation of liability as described in this article does not apply if there is intent or deliberate recklessness on the part of LeSNT2.
14. This provision does not exclude any liability insofar as liability may not be limited or excluded by law.

Article 12 Force majeure

1. Force majeure is understood to mean all external causes, which are outside the will or actions of LeSNT2 and as a result of which timely, complete or correct fulfilment of the obligations under the Agreement is no longer possible.
2. Force majeure as referred to in the previous paragraph is also understood to include, but is not limited to: non-compliance by a third party, illness of the personnel of either LeSNT2 or a third party, abnormal weather conditions, disruptions in water and power supplies, strikes, serious disruptions in the systems of LeSNT2, fire, floods, natural disasters, epidemics/pandemics, riots, war or other domestic unrest.
3. In the event of force majeure, compliance with the Agreement will be suspended for the duration of such force majeure.
4. If force majeure continues for more than one month, both parties reserve the right to terminate the Agreement without intervention of the courts. In such a case, LeSNT2 will reimburse any amounts paid, deducting all costs incurred by LeSNT2 with regard to the Agreement.

Article 13 Warranty

1. LeSNT2 guarantees that the products and/or Services comply with the Agreement, with the specifications listed in the offer, with reasonable requirements of usability and/or reliability and with statutory provisions and/or government regulations applicable on the day the Agreement was concluded.
2. If the products supplied by LeSNT2 do not comply with what is described in paragraph 1 of this article, LeSNT2 offers a warranty for these products. This warranty means that LeSNT2 will rectify the errors to the best of its ability and replace them if necessary. Defects must be reported in writing to LeSNT2.
3. The warranty does not apply if the errors are wholly or partially the result of incorrect, incompetent or careless use, use for purposes other than normal or from external causes.
4. The warranty also does not apply if the products have been modified or maintained by third parties.
5. The warranty period is one month from the time of delivery, unless otherwise agreed.
6. If LeSNT2 performs repair work that falls outside the framework specified in this article, this will be charged to the Customer.
7. Any use of the Services and/or products is at the risk and responsibility of the Customer.
8. The Customer guarantees that it will not use the products and/or Services: a. In such a way that the rights of LeSNT2 or third parties are infringed and/or in any other unlawful way, including violation of IP rights and rights to protect privacy; b. Contrary to applicable laws or regulations; and/or c. Contrary to any provision of the Agreement.
9. The Customer indemnifies LeSNT2 against all third-party claims, damage and costs arising from and/or related to and/or resulting from a breach of the aforementioned warranty by the Customer.

10. LeSNT2 does not guarantee that the information provided, regardless of the source (the content), is accurate, completely up-to-date or error-free. LeSNT2 is therefore not liable for any inaccuracy, error or incompleteness of the content.
11. The provisions in the general terms and conditions with regard to warranty do not affect the warranty claims of the Customer under the law.

Article 14 Claims

1. The Customer is obliged to inspect or have inspected the delivered product at the time of delivery, at least within the shortest possible time. In addition, the Customer should investigate whether the quality and quantity of the delivered goods comply with what is stipulated in the Agreement.
2. Errors or inaccuracies that can be detected during an initial inspection, taking into account the requirements of reasonableness and fairness, must be reported in writing to LeSNT2 within fourteen (14) working days of receipt of the Services, with the receipt of the proof of purchase, unless this is impossible or unreasonably burdensome.
3. Other complaints, including complaints that could not be detected during an initial inspection, must be reported in writing to LeSNT2 within one (1) month at the latest in accordance with the provisions of paragraph 2.

Article 15 Confidentiality of data

1. Each of the parties guarantees that all data received from the other party, of which one knows or should know are of a confidential nature, remain confidential. The party receiving confidential information will only use it for the purpose for which it is provided. Information shall in any case be regarded as confidential if it is designated as such by one of the parties. LeSNT2 cannot be held to this if the provision of data to a third party is necessary as a result of a court ruling, a legal requirement or for the correct implementation of the agreement.

Article 16 Intellectual property

1. LeSNT2 reserves the rights and authorities to which it is entitled under the Copyright Act.
2. The lesson material used by LeSNT2 is the intellectual property of LeSNT2. The lesson material may not be reproduced, distributed or resold without the permission of LeSNT2.
3. The Customer guarantees that no rights of third parties oppose making data available to LeSNT2. The Customer shall indemnify LeSNT2 against any action based on the claim that such provision, use, adaptation, installation or incorporation infringes any third-party right.
4. Any use, reproduction or disclosure of the products and/or Services that falls outside the scope of the Agreement or granted rights of use is considered a violation of copyright. The Customer will pay LeSNT2 an immediately due and payable fine of EUR 1,000 (in words: one thousand) per action of infringement, without prejudice to LeSNT2's right to be compensated for its damage due to the infringement or to be allowed to take other legal measures in order to have the infringement terminated.

Article 17 Complaints procedure

1. If the Customer has a complaint, the Customer must send it in writing to info@lesnt2.nl or report it by telephone at 06-83328222.

Article 18 Identity of LeSNT2

1. LeSNT2 is registered with the KvK under number 61012734 and bears VAT identification number NL002206673B87. LeSNT2 is established at Kortedijk 136 (3134HB) in Vlaardingen.
2. LeSNT2 can be reached by e-mail at info@lesnt2.nl or via the Website www.lesnt2.nl and by telephone at 06-83328222.

Article 19 Applicable law and competent court

1. Dutch law applies to the legal relationship between LeSNT2 and its Customer.
2. All disputes that may arise between LeSNT2 and the Customer will be settled by the competent court of the District of Rotterdam.