

General terms and conditions Business Customer ("GTC") Studiecentrum Talen Eindhoven B.V.

Article 1 Definitions

STE	The private limited company Studiecentrum Talen Eindhoven, also trading under the name STE LANGUAGES and its subsidiaries and sister companies, with its registered office at Aalsterweg 3, 5615 CA in Eindhoven and supplier of the Training.
Business Client	The legal entity that, acting in the capacity of a profession or company, purchases Training for a Student.
Student	The person who follows the Training via the Business Client.
Agreement	The written (including digital) agreements between STE and the Business Client regarding the delivery of Training.
Open Enrolment	Enrolment for Training with a fixed format (not specifically tailored to the Participant) for the Participant, in a group.
Training	An educational service for language instruction, which offers both distance learning (a form of instruction, where a teacher and the student(s) are not simultaneously present in person at the time of Training and face-to-face instruction (a form of instruction, where a teacher and the student(s) are present in person at the same time) at the time of Training, In-Company or otherwise, and involves non-government-recognized or non-formal education. The programmes in which training is offered are Open Enrollment, In-company Training and Individual Training, Workshops and Language Assessments at STE locations, at the Business Client's location or via a digital learning environment.

Article 2 Applicability

- 2.1 These GTCs apply to all offers (including online via its website, portals, or third-party websites) made by STE as well as to the Agreement and its implementation. The general terms and conditions of the Business Customer are hereby expressly rejected, unless otherwise agreed.
- 2.2 The Business Customer can only invoke a stipulation that deviates from these GTCs if and insofar as it has been accepted in writing by STE.
- 2.3 These GTCs apply in addition to the Agreement. In the event of a difference between The Agreement and these GTCs, the Agreement shall take precedence.

Article 3 Formation

- 3.1 STE's offers are without obligation, and acceptance of an offer by the Business Customer is binding.
- 3.2 An offer from STE contains a clear description of Training as well as the (mandatory) teaching material that is part of the Training and the surcharges. The Agreement between the parties is concluded at the time that: i) a written quotation has been accepted by the Business Customer by signing or ii) a digital offer or digital quotation (digitally) has been confirmed.
- 3.3 STE may attach further conditions to the offer of Training and will indicate these in the offer.

Article 4 Changes and Cancellation by STE

- 4.1 STE reserves the right to make changes to the Agreement with regard to the content of and implementation of the Training, and to change the teachers who provide the Training provided this does not negatively impact the essential parts of the Agreement such as the quality and effectiveness of Training.
- 4.2 STE reserves the right to cancel Training in the event that there are too few enrolments for a course, provided that this is indicated in the offer made to the Business Customer. STE is not obligated to pay any costs or compensation to the Business Customer for this.

Article 5 Changes and Cancellation by a Business Customer

- 5.1 Changes, such as moving the Training, are possible up to 10 working days (2 full weeks) before the start of the Training. No costs will be incurred for this.
- 5.2 Open Enrolments are fixed programmes, any changes are not possible.
- 5.3 Cancellation (which also includes partial cancellation) of Training by a Business Client must always be made in writing. In the event of a cancellation, at least 10 working days (2 full weeks) before the start of Training, a fee of €75.00 is payable in respect of administration costs. In case of cancellation less than 10 days before the start, 50% of the agreed intake costs, preparation costs and costs of teacher hours is payable. Training courses that are cancelled after the start of the course will be charged in full (100% of the costs of the Agreement) to the Business Client.
- 5.4 Rescheduling of individual lesson/lesson times: Individual lesson times can only be rescheduled if the request is made at least 3 working days prior to the original scheduled appointment. If an appointment is moved 2 working days in advance, 50% of the lesson will be charged. If this happens 1 working day before an appointment, the lesson is considered to have been "given". The student/group may make use of the right to move class times a maximum of three times per course.
- 5.5 Missing lessons in a group course: When participating in a group course, it is not possible to make up for missed lessons or to request a refund of costs. If you are absent for three lessons, the employer will be informed.
- 5.6 Group composition In-Company training courses: After the start of an In-Company training course, the composition of the group cannot be changed.

Article 6 Rights and Obligations STE

- 6.1 STE offers Training for which it has recognized qualifications. STE is a member of the Dutch Council for Training and Education and adheres to the NRTTO code of conduct <https://www.nrto.nl/kwaliteit/gedragcode>. STE guarantees that the Training complies with the Agreement and is carried out in an expert and proper manner, with professional teachers.
- 6.2 STE will provide the course material to the student in a timely manner and can choose to make it accessible online. STE will ensure that the student has access to the teaching material, at the latest on the day Training commences.

Article 7 Rights and Obligations Business Client and Student

- 7.1 The Participant undertakes to be well prepared and present (or to participate online) in Training on time.
- 7.2 If this has been agreed, the Participant will hand in homework assignments to the teacher on the indicated dates and in the indicated manner. Failure to submit completed assignments on time can, ultimately, lead to an unsatisfactory assessment result.
- 7.3 When participating in a Group Course, it is not possible to make up for missed group lessons or to request a refund of the costs.

- 7.4 After the start of Training, the composition of the group can be changed after coordination and approval by STE.
- 7.5 The Business Client will ensure that the rights and obligations that also apply to the Participant are made known to him or her, in particular the condition for taking a final test (only with Open Enrollment), confidentiality and intellectual property.
- 7.5 Access codes for digital learning environments and portal (account) will expire 1 month after completion of Training. It is the student's responsibility to download and store any documentation from this digital learning environment or portal before the expiry date.
- 7.6 The Business Client is fully responsible and liable for the (unlawful) actions of the student.

Article 8 Price and Payment

- 8.1 An invoice will be sent at the time of concluding the Agreement, or at any other agreed time.
- 8.2 For new Business Customers, a payment term of 10 days after the invoice date applies. If payment has been made on time, a payment term of 30 days after the invoice date applies to the purchase of any subsequent Training. The parties may deviate from this in writing in consultation, to be ratified with the approval of STE.
- 8.3 The amount charged is the price agreed in the Agreement. Part payments are only possible if this has been agreed in the Agreement.
- 8.4 For Open Enrolments, the costs for the intake are included in the total price. If a training course is not purchased, the costs of the intake will be charged.
- 8.5 Payment is to be made by bank transfer to the account number as indicated on the invoice.
- 8.6 In the event that payment is not made on time, the Business Customer is in default without notice of default being required, from the moment of expiry of the payment date. STE is then entitled to increase the outstanding amount by statutory interest plus the extrajudicial collection costs that STE has to incur in order to get the invoice paid. The extrajudicial collection costs amount to 15% on outstanding amounts up to €2,500; 10% on the next €2,500 and 5% on the next €5,000.
- 8.7 The Student may be denied access to Training if the Business Client does not pay on time.

Article 9 Confidentiality and Personal Data

- 9.1 STE will exercise such care as can reasonably be expected of a professional educational institution with regard to the use of the information provided to it or that has come to its knowledge. In general, information of a confidential nature or of which the confidential nature must be understood will only be used by the parties if this is in the interest of the performance of the Agreement and only to the extent necessary.
- 9.2 In the event of access to a digital learning environment or portal (account), the student is responsible for keeping data such as passwords, correspondence, and names confidential. The data that is visible in the digital learning environment or portal (account) is secured and is only accessible to STE and the student to the extent necessary for the execution of the Agreement. Sharing data by the student or Business Client without this being necessary under the Agreement constitutes a violation of Article 9 (Confidentiality and Personal Data) and 10 (Intellectual Property Rights).
- 9.3 With regard to personal data that STE processes on the basis of the Agreement, it will comply with the applicable privacy legislation, in particular the General Data Protection Regulation. STE would like to refer to its privacy statement.

Article 10 Intellectual property rights

- 10.1 Teaching materials (both online and those provided in writing), modules, models, techniques, instruments, including software, that have been created and/or that have been used for the execution of or in support of the Agreement and the Training are and will remain the (intellectual) property of STE. It is not permitted to reproduce, disclose, or provide the content of Training, modules, models, techniques, instruments, including software and teaching material to persons other than the student. This also applies if it is not explicitly stated that these are protected materials.
- 10.2 STE grants the student the limited right of use to use the teaching material, the digital learning environment, personal account, modules, models, techniques, instruments, including software, only for himself/herself for the purpose of executing the Agreement. No other use is allowed.
- 10.3 If the Business Client or student acts contrary to the provisions of Article 10.1 and/or 10.2, it infringes STE's intellectual property rights and acts unlawfully towards STE. STE may fully recover from the Business Customer the damage that STE suffers and the costs that STE must incur as a result of the wrongful act. In this case, the Business Client is fully liable for the (unlawful) actions of the student.

Article 11 Test Open Enrollment

- 11.1 The Student will be tested for skills after Training, on the condition that at least 2/3 of the Training has been attended the student. If the final test is passed, homework assignments handed in, there has been active participation in the lessons and a (short) presentation been given, the student will receive proof of participation or a certificate.
- 11.2 A certificate indicates the final level achieved according to the European Framework of Reference for Languages and is issued within 4 weeks after the Training (in case of an Open Enrollment).
- 11.3 Intermediate and final tests taken remain the property of STE, whereby the student has the right to inspect the test and the result if this is desired.
- 11.4 In the event that a final test is failed, the student may retake the exam once. This re-examination must take place within 3 weeks after taking the first final test.
- 11.5 There are additional costs of €100.00 (excluding VAT) associated with re-taking an examination.
- 11.6 The implementation of Training may be randomly subject to a direct evaluation by STE or an independent, external institute. The latter is done by sending an evaluation form to the student with the request to return this, completed, to the controlling external institute, or by means of a telephone survey.

Article 12 Liability

- 12.1 In the event that STE does not or insufficiently fulfills its obligations under the Agreement, these GTCs or the law, STE is only liable for damage and costs as a result thereof, after STE has been given written notice of default by the Business Customer and STE still to fulfill its obligations within the reasonable term specified by the Student.
- 12.2 If, after Article 12.1 comes into effect, STE is found to be liable for damage and cost compensation, then the total compensation under these GTCs, the Agreement and the law will be limited to the amount that the Business Customer has paid to STE in the 12 months prior to the damage-causing circumstances.
- 12.3 In no circumstances will STE be liable for indirect or consequential damages such as, but not limited to, third party damages and costs, loss of income, interruption of work and salary, loss of profit and reputational damage.

- 12.4 In the event of intent or willful recklessness or other conflicting mandatory legal regulations, the limitations on liability do not apply.

Article 13 Complaints procedure

- 13.1 STE is a member of the NRTTO (Dutch Council for Training and Education) and is committed to the NRTTO Code of Conduct for Profession and Business. In the event of a complaint, the Business Client can contact the Disputes Committee for Private Education Institutions, Bordewijklaan 46, PO Box 90 600, 2509 LP Den Haag, in accordance with the conditions as stated at www.degeschillencommissie.nl.
- 13.2 In the case of DUO students: if both parties cannot reach an agreement, the applicant can contact the complaints line and/or the Blik op Werk Arbitration Board (by email: info@blikopwerk.nl) or by post: Blik op Werk, Postbus 2707, 3500 GS, Utrecht).
- 13.3 Prior to a complaint, STE must be given the opportunity to first deal with and resolve the complaint internally. STE has a complaints procedure for this. A complaint must be submitted in writing, in detail and in a timely manner (within 6 months after the complaint has arisen).

Article 14 Applicable law and Competent Court

- 14.1 The Agreement and these GTCs are governed by Dutch law.
- 14.2 Irrespective of whether the complaints procedure has been used, the Dutch court in The district of East Brabant is authorized to hear any dispute between the parties.