

# Terms and Conditions

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## **1. Introduction**

- a. Dutch Ready is an agent for the introduction of one or more tutors to the Client. Dutch Ready does not provide tutoring services. We are a tutoring agency and we are a party to this contract.
- b. You are referred to in this contract as 'the Client', and you are the other party to this contract. You agree to the purchase of tutoring services on behalf of 'the Student'. 'The Student' may be yourself or another person. The Student is the person who receives the tutoring service through sessions of tutoring.
- c. The Client agrees to these terms and conditions which relate to Dutch Ready's introduction of a tutor to you.
- d. The Termination or Conclusion of the Agreement occurs when all of the obligations under this contract are complete or discharged, excluding the ongoing undertakings in paragraph 5c and 5d of this contract. Conclusion of the Agreement will typically occur at the end of the final lesson but may occur at another time in accordance with Section 6 of this contract.

## **2. General**

- a. The Client acknowledges that these terms govern the legal rights and obligations between the Client and Dutch Ready. Dutch Ready reserves the right to alter these terms and conditions.
- b. No variation or alteration of these terms by the Client shall be valid unless expressly approved in writing by Dutch Ready.
- c. This agreement is governed by the laws of the Netherlands and the parties submit to the jurisdiction of the courts of The Netherlands.

## **3. Contractual Relationship**

- a. Dutch Ready provides introductions of Tutors to Clients and vice versa; Dutch Ready is an agent for the Tutor. It also collects fees from the Client on behalf of the Tutor together with its own fee relating to its administration and introduction commission. The hourly rate for tuition, as paid in Credit, includes the tutor's fees and Dutch Ready's own fee. VAT is applied where appropriate.

## **4. Agreement with the Tutor for the provision of tutoring services**

- a. A Tutor will be deemed to have been introduced to the Client by Dutch Ready in the event that either the name of the Tutor is provided to the Client by Dutch Ready following the request for a Tutor by the Client, or Dutch Ready arranges for a Tutor to contact the Client following such request for a Tutor provided by the Client to Dutch Ready.
- b. By purchasing Credit from Dutch Ready, the Client agrees to be bound by these Terms and Conditions and by the terms and conditions which govern their relationship with the Tutor.

c. The Tutor is engaged by the Client to provide tuition to the Student. Clients should be aware that the Tutor does not have power to bind Dutch Ready in any way.

## **5. Prohibition of other Arrangements**

- a. The Client will not agree any alternative fees with the Tutor and agrees not to render any direct payments to the Tutor.
- b. The Client is not permitted to enter into any private arrangements with any Tutor introduced by Dutch Ready. The Client undertakes to make all payments with Tutors introduced by Dutch Ready exclusively through Dutch Ready.
- c. A breach of these terms will render the Client liable to account to Dutch Ready 450 euros in damages and Dutch Ready shall be entitled to seek injunctions against the Client to prevent further breaches. These obligations continue beyond the termination or conclusion of this agreement.
- d. Should you wish to recommend one of Dutch Ready' Tutors to any other Potential or Actual Client, that Client must contact Dutch Ready to provide payment through the agency.

## **6. Replacements and Termination**

- a. If the Tutor is unable to complete the Course of Tuition, or the Client requests a replacement Tutor because they are not satisfied with the original Tutor assigned to them, Dutch Ready will endeavor to find a replacement Tutor with regard to the level and subject for which tuition is required.
- b. If the replacement Tutors meet Dutch Ready's criteria for suitability for the job in terms of subject and level knowledge and is available at the same time or another time convenient for the Client, then Dutch Ready has fulfilled its obligations; if the Client then wishes to terminate the Tuition mid-Course, the provisions of paragraph 6d will apply.
- c. If the Client requests termination of the contract before the third lesson, Dutch Ready will refund a portion of the fees pre-paid by the Client representing the number of sessions that the Tutor or any replacement Tutor has been unable to complete. When the third lesson has been completed, the provisions of paragraph 6d will apply.
- d. If the Client wishes to terminate the Tuition mid-course for any reason, no refunds can be granted for the balance of sessions that have been taught or any funds pre-paid.
- e. If any articles within the Terms and Conditions are breached by the Student or the Client, Dutch Ready has the right to Terminate the Agreement and revoke all remaining Credit without compensation to either the Student or the Client.

## **7. Payment**

- a. The Client can pay by bank transfer for Credit.
- b. Credit will be billed either as a whole sum or as two equal payments in consecutive months. In case of two equal payments, the second payment is due no later than the end of the second month.
- c. Exceptionally we may allow some clients to pay on an adjusted payment schedule if expressly approved in writing by Dutch Ready.
- d. Tuition will not begin prior to receipt of payment for the Credit in question.

## **8. Client's Responsibilities**

- a. The Client shall notify Dutch Ready immediately in the event of a lesson cancellation

within 48 hours prior to the scheduled lesson time. In this case the Client may be billed for the scheduled lesson, or have the relevant amount of credit deducted from their balance.

b. The Client shall conduct himself/herself in a manner that is appropriate to the nature of services provided by Dutch Ready.

c. The Client is strictly prohibited to distribute any material provided by Dutch Ready or the Tutor without the explicit written permission by Dutch Ready.

## **9. Credit**

a. Credit purchased by the Client will be deducted based on length of tuition. One credit entitles the Student to one hour of tuition. The minimum credit expenditure per Session is one credit. Session time may be increased incrementally by steps of either one credit (60 minutes) or half a credit (30 minutes).

b. Upon the end of the Session, the Student will provide a signature on an hour sheet provided by the Tutor to validate the length of tuition. Based on this length, the corresponding amount of Credit will be deducted from the Client's balance.

c. The Client is not entitled to any tuition beyond that paid for by the pre-purchasing of credit.

d. When the Student no longer has sufficient Credit, additional Credit may be purchased from Dutch Ready. In this case, extension of these Terms and Conditions applies to cover additional purchased credit.

d. Credit is valid only for the Student and may not be transferred to or used by another party. Sessions may only be attended by the Student and may not be attended by another party other than the Tutor.

e. Credit is valid for a duration of 6 months starting at date of purchase.

## **10. Liability**

a. Dutch Ready does not accept any liability for any claims by the Client arising out of or related to the provision of tutoring services by the Tutor.

b. Dutch Ready does not exclude liability that is not permitted to be excluded by law, and in particular we do not exclude liability for death or personal injury arising from Dutch Ready's own negligence.

c. Dutch Ready will not be liable to the Client or any third party for any act, omission or error (whether willful, negligent or otherwise) of the Tutor.

d. Whilst every effort is made by Dutch Ready to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Tutors and further to provide them in accordance with the Client's needs, Dutch Ready is not liable for any loss, expense, damage or delay arising from the negligence, dishonesty, misconduct, accidental or deliberate damage to property during the assignment or lack of skill of the Tutor.

e. The Client shall indemnify and keep indemnified Dutch Ready against any costs, claims or liabilities incurred by Dutch Ready arising out of any Assignment or as a result of any breach of these Terms by the Client.

f. Dutch Ready does not accept any liability for the consequences of tuition, including, but not limited to, exam results and dissertation scores.

g. Dutch Ready is not responsible for insurance arrangements in respect of the Tutor providing tutoring services and the Client should note that this is the case.

## **11. Scheduling and Cancellation**

- a. Clients should be aware that there can be considerable preparation involved before each Session of tuition, in addition to travel time and cost to the Tutor.
- b. Notice of cancellation of a scheduled tutoring Session for any reason whatsoever must be given by the Client to the Tutor no more than 48 (fourty-eight) hours prior to the scheduled Session. If notice is given more than 48 (fourty-eight) hours prior to the scheduled Session, the Client will not be charged for the Session.
- c. If notice of cancellation of a scheduled tutoring Session is not given within 48 (fourty-eight) hours of the start of the Session, then the Client will be charged with the full payment for that tutoring session, whether it is one, two or more hours, unless the Tutor and Dutch Ready deem the cause of cancellation to be unavoidable and agrees, at their discretion, not to charge payment for the Session.
- d. The time and date of each Session will be decided upon in mutual agreement by the Student and the Tutor. Should the Tutor not be available on the day, the Client will be informed by the Tutor, and a re-arranged time may be offered by the Tutor. The Tutor will strive to provide notice of such events 24 (twenty-four) hours prior to the Session. If a Tutor is late for a Session, then it is the duty of the Tutor to arrange to make up the lost time.
- f. If the Student is late for a Session, the Tutor may choose to but is not obligated to work beyond the scheduled end time. If the Tutor stops work at the scheduled end time, the Session will be charged at the usual price. If the Tutor agrees to work beyond the scheduled end time at the Client's request, the Tutor may choose to charge the Client for the additional time.
- g. If the Student or Client chooses to terminate a Session early (for example, after one hour of a two-hour session), the Session may be charged at the usual price at Dutch Ready and the Tutor's discretion.
- i. Cancellations by the Client of more than 3 weeks in succession, or that which Dutch Ready perceive as unreasonable, regular cancellations, will be considered for immediate termination of contract, at Dutch Ready' discretion.

## **12. Data Protection**

- a. The Client agrees that they will not disclose any confidential information concerning the Tutor or Dutch Ready to any person for the duration of this agreement and for a period of five years after termination of the agreement, save as required by law, court order or any governmental or regulatory authority.