



## Flowently additional terms & conditions for private training

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Email address: [info@flowently.com](mailto:info@flowently.com)  
Website: [www.flowently.com](http://www.flowently.com)  
Kamer van Koophandel Amsterdam 85972959

### GENERAL

Our terms and conditions apply exclusively to our clients that are registered on our website [www.flowently.com](http://www.flowently.com). This rule can only be bypassed by an explicit agreement signed by both parties.

### CANCELLATION POLICY

The client has the right to cancel a reservation without cost until 24 hours before a session. The amount paid for the session will be returned to the client. Past this period, or when the session has already started, cancellation is no longer possible, and Flowently will not refund the amount paid for the session. Packages are valid for 1 year and cannot be canceled or transferred to another person. A tutor can cancel a session until 24 hours before a session in exception- all cases only and upon consultation with Flowently and the client. Flowently and the tutor will try to find a solution with the client. When no solution can be found, Flowently will refund the amount paid for the session to the client.

### AVAILABILITY OF TUTORS

Flowently tutors are university/HBO students and professionals who are well trained in the Flowently method to help clients improve his/her language skills. Availability of tutors per city and per week is shown on the website or can be communicated and decided between client and tutor. In case no tutor is available for more than 20 weeks in the place where client normally has his/her Flowently live sessions and when online is not an option, Flowently will refund the amount of money that was not used to the client. Flowently tutors are never exclusive, money is never refunded when a specific tutor is unavailable.

### EXTRA FEES

The price of the sessions does not include any educational material that the client might want to use during the sessions. All extra costs related to sessions such as drinks, food and tickets, for client and tutor, are borne by the client.

### AUTHORS' RIGHTS AND EDUCATIONAL MATERIAL

The educational material published and supplied by Flowently is subject to author's rights and cannot be used or duplicated for commercial purposes, even partially, without prior written authorization by Flowently.

### WEBSITE AND INCLUDED WEBSITES OF THIRD PARTIES

Flowently rejects any liability for non or faulty accessibility of its website. The website [www.flowently.com](http://www.flowently.com) may indicate websites of third parties. Flowently will in no way be made responsible for the content of those sites and the accuracy of the information they contain.

### GUARANTEE AND LIABILITY

Flowently sessions can only be booked via the Flowently website or via direct contact with Flowently, Azartplein 79, 1019 PB, Amsterdam, by e-mail [info@flowently.com](mailto:info@flowently.com) or by telephone +31 (0)6 4133 9323. According to the agreement, tutor is not allowed to organize sessions with clients without notifying Flowently. Flowently rejects any liability for the non-achievement of client's learning objectives. Flowently is only bound by an obligation of effort in this matter. Flowently also rejects any liability for any loss, theft or damage to objects that clients bring to sessions or where sessions take place. Flowently controls the quality of the sessions by an evaluation system, for the client; 'evaluate your progress'. Five minutes after each session, clients will automatically receive an email with the

request to evaluate the session. Flowently will use this information to monitor quality and in order to trace questions and solve problems. Reviews can be posted on the tutors profile.

# **Flowently General terms & conditions of sale-regulations for In-Company Training and Online Training for Companies**

## **1. THE COMPANY FLOWENTLY**

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Koophandel Amsterdam 85972959

## **2. GENERAL**

Our general terms and conditions are applicable exclusively as of the company's enrollment. No exceptions may be made to these rules except by express written agreement, signed by both parties.

## **3. PRICES**

The rate of the offer will remain valid for 3 months from the offer date. After this period of time, the lessons can be subject to a price increase.

## **4. IN-COMPANY LESSONS**

In-company lessons will be held on the days and at the times determined by Flowently and may under no circumstances be reimbursed. Lessons cannot be postponed, unless in agreement with Flowently. Lessons falling on a public holiday will be brought forward. If the minimum number of participants for a group lesson is not reached, an alternative solution can be proposed. In the interests of learners, Flowently may withdraw or merge some classes if the number of participants is too low or, alternatively, split them if numbers are too high. Flowently may also transfer a learner to another class if this is more commensurate with his or her level. All this in good agreement with the client-company.

## **5. TEACHERS**

In order to habituate learners to a variety of pronunciations, teachers may be changed.

## **6. COMPLAINTS PROCEDURE**

Complaint procedure: all complaints need to be submitted in writing via [info@flowently.com](mailto:info@flowently.com) within 48 hours a confirmation receipt will be sent. It is Flowently's policy to finalize the complaint entirely within 4 weeks after the initial complaint. All complaints will be dealt with in a confidential manner. Any disputes resulting from or relating to execution of this agreement will be settled by the competent judge of the Amsterdam region. Dutch law applies to all judicial actions with or by Flowently. The judgment of this third party is final and binding. Each complaint and the method in which it was handled will be registered and filed for a duration of 10 years.

## **7. DATA PROTECTION**

Client information will be filed in the internal files of Flowently in conformity with legal provisions, in order to inform clients about future courses and special news that might be of interest to them. Clients who prefer not to be informed, are requested to communicate this to Flowently by e-mail [info@flowently.com](mailto:info@flowently.com).

## **8. AUTHORS' RIGHTS AND EDUCATIONAL MATERIAL**

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## **9. WEBSITE AND INCLUDED WEBSITES OF THIRD PARTIES**

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## **10. PAYMENT TERMS**

For companies, the invoice will be issued upon receipt of the purchase order. Invoices to companies are payable within a delay of 30 days as from the date of invoice.

1.

Payment will take place by means of transfer of the amount owed to a bank account stated by the entrepreneur at the time of the purchase or delivery, or payment by means of an electronic form of payment recognised by banks. Payment in cash is also possible by agreement.

2.

If payment in installments has been agreed, you must - with due observance of the provisions of sub clause 3 - make the payments in accordance with the instalments and the percentages, as these have been recorded in the agreement.

3.

For the purchase of teaching materials without education, the payment must take place no later than at the time and at the location of the delivery. The entrepreneur may require that you make an advance payment in the amount of half the purchase price.

### **Payment not made in a timely manner**

You will be in default from the expiry of the payment date. After the expiry of this date the entrepreneur will send a payment reminder without charge and provide you with the opportunity to still make the payment within 14 days after receipt of this payment reminder.

NRTO (Dutch Council for Training and Education) General Terms and Conditions for Consumers dated  
1 January 2019

1. If you do not fulfill your payment obligation(s) in a timely manner, the entrepreneur will send a reminder to you. You will be given 14 days to make the payment.
2. If, after the expiry of this period, you have not paid, the entrepreneur will be entitled to charge the statutory interest over the amount still owed as well as the extrajudicial collection costs.
3. These collection costs will amount to a maximum of: 15% over outstanding amounts up to € 2,500; 10% over the following € 2,500; and 5% over the following € 5,000 with a minimum of € 40.
4. The entrepreneur may derogate from the aforesaid amounts and percentages to your advantage.

### **TERMS & CONDITIONS 2022**