

Terms and Conditions – Hester NT2

Version: 1.0 – Date: 1 December 2025

1. Definitions

- **Contractor:** Hester NT2, located in Voorschoten, registered with the Dutch Chamber of Commerce under number 90636767.
- **Client:** Any individual or organization that purchases services from Hester NT2.
- **Services:** NT2 lessons, language training, exam preparation, and other language-related support.

2. Applicability

1. These terms and conditions apply to all offers, agreements, and services provided by Hester NT2, unless otherwise agreed in writing.
2. By booking or participating in lessons, the client agrees to these terms and conditions.

3. Offer and Agreement

1. All offers are non-binding and valid for 14 days.
2. An agreement is established once the client accepts an offer in writing or confirms the booking of lessons.
3. Hester NT2 reserves the right to decline an assignment without stating a reason.

4. Lessons and Delivery of Services

1. Lessons take place at the agreed location or online.

2. Hester NT2 will perform the services to the best of its knowledge and ability.
3. The client is responsible for being present on time and participating in the lessons.

5. Rates and Payment

1. All rates are communicated in advance and exclude any travel expenses, unless stated otherwise.
2. Payment must be made within **14 days** of the invoice date, unless otherwise agreed.
3. In case of non-payment, Hester NT2 may:
 - suspend the lessons;
 - charge administrative fees;
 - charge statutory interest and collection costs.

6. Cancellation and Rescheduling of Lessons

1. A scheduled lesson may be cancelled or rescheduled **free of charge** up to **24 hours** before the start time.
2. For cancellations between **24 hours and 8 hours**, **50%** of the lesson fee will be charged.
3. For cancellations made within **8 hours**, **100%** of the lesson fee will be charged.
4. If Hester NT2 needs to reschedule a lesson, this will always be done in consultation with the client and without any additional costs.

7. Group Lessons

1. For group lessons, the absence of one participant does not affect the continuation of the session.

2. Missed group lessons are not refundable.
3. Rates are based on the total number of group participants and do not change if participants drop out during the course.

8. Liability

1. Hester NT2 is not liable for any damage resulting from incorrect use of learning materials or failure to follow instructions or advice.
2. Any liability is limited to the amount paid by the client for the relevant service.
3. Hester NT2 is not responsible for technical issues during online lessons on the client's side.

9. Teaching Materials and Copyright

1. Materials provided by Hester NT2 may not be copied, distributed, or used for commercial purposes without written permission.
2. External materials are subject to the conditions of the respective publisher.

10. Privacy

1. Hester NT2 processes personal data in accordance with applicable GDPR legislation.
2. Personal data is used solely for lesson administration, invoicing, and communication with the client.

11. Force Majeure

1. In the event of force majeure (such as illness, technical failures, or emergencies), Hester NT2 may reschedule or cancel lessons without being liable for any damages.
2. Parties will seek a suitable solution together in such circumstances.

12. Indexation / Inflation Adjustment

1. Hester NT2 may adjust its rates annually based on inflation or changes in costs.
2. If a price adjustment is made, the client will be notified at least **30 days in advance**.
3. Any price adjustments will be kept as reasonable and moderate as possible.

13. Termination of the Agreement

1. The client may terminate a long-term programme in writing with a notice period of **1 month**.
2. Lessons already scheduled within this notice period will be charged.

14. Governing Law

1. These terms and conditions are governed by Dutch law.
2. Disputes will preferably be resolved through mutual consultation; if that is not possible, disputes will be submitted to the competent court in the district where Hester NT2 is located.