

# Terms and conditions

## 1. Applicability

1.1 The underlying Commonplaces General Terms and Conditions (“Terms”) apply to all Agreements between COMMONPLACES, having its registered seat at Ben Viljoenstraat 17, 1091 XS Amsterdam (“COMMONPLACES”) and any (legal) person (“Student”) purchasing course(s), training, classes, or similar services (“Courses”) for its own or its employee’s behalf.

## 2. Term of Agreement

2.1 The Agreement starts of the date that the Student wishing to participate in a Course:

- (1) signs and submits a completed enrollment form to Commonplaces; and
- (2) is at least 18 years of age on the date of submission of aforementioned enrollment form; Or the parents/ caretakers have submitted the aforementioned enrollment form and are responsible for the enrollment
- (3) the Student meets the entry level requirements as stated in section 3.1 below; and;
- (4) The Student has paid the Course Fees.

The enrolment forms, together with these Terms, are hereinafter to be referred to as “Agreement”.

## 3. Courses

3.1 Courses provided by COMMONPLACES are divided into proficiency levels based on The Common European Framework of Reference for Languages (A1-C2) which may require a Student to have reached an entry level before being admitted to such Course. Admittance to the Course (other than starting level A0-A1) the Student has enrolled to, is conditional upon the Student passing the intake test based upon said entry level requirements to be assessed per COMMONPLACES discretion.

3.2 In principle, Courses take place at several locations in Amsterdam, for example The Commons, Het Volkshotel, Toine’s werkwinkel, if there are no classrooms available at these locations, COMMONPLACES reserves the right to relocate its Courses to another facility within the city of Amsterdam. If the courses are given at the CLIENTS location, a relocation will be communicated within two hours prior to the start of the course. If the travelling time to the location is more than two hours, COMMONPLACES will be informed earlier by the client.

3.3 Students may request to be transferred to a different proficiency level during the term of the Course the Student has enrolled to. COMMONPLACES shall honour such request in case all of the following apply:

- (1) The second lesson of the current Course has not taken place yet; and;
- (2) the Student has not requested for a transfer previously; and
- (3) there’s capacity to fit the Student in the class for the proficiency level the Student has requested; and
- (4) the Student has reached the entry level of the requested proficiency level.

If a second transfer is requested a € 25,- administration fee will be charged to the Student.

Transfers later than the start of the second lesson are considered upon request. If such later

transfer request is honored by Commonplaces, a minimum additional fee of €100 is charged to change to another (future) Course.

3.4 Students may request to be transferred to a later session during the term of the Course the Student has enrolled to for reasons within the student's control, as opposed to reasons beyond the student's control as stated in 5.4. These reasons can include but are not limited to: work schedule, travel, vacation, personal reasons. Before the start of the course, this request will be granted free of charge. If this request is made after the first but before the third lesson, *there is an additional fee of €100*. If this request is made after the third but before the sixth lesson there is *an additional fee of €175*. After the sixth lesson, there can be no transfer to a later session. Other courses follow the same split in accordance with the total number of lessons i.e. after the fifth lesson of the Course there can be no transfer to a later session.

3.5 The Student's inability to attend a class (or entire Course) is at risk of the Student and Commonplaces shall have no obligation to refund any (part of) Course Fees.

3.6. All Course dates are communicated online and in the course confirmation form prior to the Student's enrollment and therefore the Student assumes responsibility for the selection of the Course including its Course dates. Classes may take place on public holidays with the exception of Christmas and Easter.

## 4. Prices and Payment conditions

4.1 Save for typographical mistakes (normal prices vary between € 450,- and € 1.000,- for group courses) the prices listed on COMMONPLACES's website are the prices for said Courses ("Course Fee"). Fees for in-company courses, private courses and other projects are on request. All prices stated on the website are in EURO and are inclusive of VAT.

4.2 All fees due to COMMONPLACES, for Courses to be attended by the Student, must be paid prior to the start date, *but no later than 30 days from the date of submission of the enrollment form*, either in cash or pin at COMMONPLACES's registered office or by wire transfer to COMMONPLACES's bank account (NL82ABNA0563484985) under reference of (Commonplaces, Elin Rolfes Ben Viljoenstraat 17 1091 XS Amsterdam).

4.3 The course fee can be paid in cash, pin or transferred to the COMMONPLACES bank account.

4.4 COMMONPLACES shall provide invoices to Students representing a legal entity, any Student enrolling on a personal title shall receive a payment receipt upon confirmed payment as stated under 4.2.

## 5. Cancellation

5.1 The Student may cancel the Agreement with immediate effect up to fourteen (14) days from the date of submission of the enrollment form for convenience by submitting written (post or e-mail) notice to COMMONPLACES of such termination (COOLING-OFF period). However, aforementioned termination right shall expire upon the moment the Student attends its first class of the Course.

5.2 The student may cancel the course up to 7 days before the start of the course and receive a full refund notwithstanding the right for cancellation in 5.1.

5.3 Notwithstanding the Student's right under section 5.1 and 5.2 above, the Student may request cancellation of its subscription to a Course by submitting such request in writing (by post or e-mail) to COMMONPLACES. Acceptance of such termination request shall be at COMMONPLACES's sole discretion.

5.4 In the event of circumstances beyond the Student's reasonable control (such as illness which permanently inhibits a student from participating in the Course, an accident or death) the Course Fee will be reimbursed, upon receipt of a written request for cancellation and the Student has provided valid evidence of such occurrence, on a pro rata basis and after payment of a €25,- administration fee to cover the cost of cancellation incurred by COMMONPLACES.

5.5 COMMONPLACES reserves the right to cancel any scheduled *Course up to 24 hours prior to the scheduled start of such Course* in case the number of enrolled Students for such course falls below the threshold for such Course. In such case, COMMONPLACES shall give the Student the opportunity to select either a refund or to enroll in another Course.

COMMONPLACES maintains the following thresholds:

- (1) 6 weekly courses start with a minimum of six students; and
- (2) 10 weekly week courses start with a minimum of four students.

5.6 Save for COMMONPLACES's aforementioned right to cancellation, COMMONPLACES may *postpone the Course up to 24 hours prior to the scheduled start of the Course*. In this case, the Student will be given the opportunity to enroll in a different course or receive a full refund of the Course Fee. The refund will only be paid out after the enrollment period has ended or one week after the scheduled start date of the Course.

5.7 Refunds are wire transferred from the COMMONPLACES bank account within 5 workdays of receipt of communication and/ or proof concerning section 5.

## 6. Communication, Confidentiality and Service Level

6.1 All notices, under the agreement, to COMMONPLACES are to be made either by post addressed to COMMONPLACES at Ben Viljoenstraat 17 1091 XS Amsterdam or via e-mails to [elin.commonplaces@gmail.com](mailto:elin.commonplaces@gmail.com) (<mailto:elin.commonplaces@gmail.com>).

6.2 COMMONPLACES shall respond to all communication received either by post, e-mail or phone which requires a response within 5 workdays from receipt of such communication.

6.3 COMMONPLACES shall only use the Students personal information solely for the following purposes:

- (1) to carry out its obligations under the agreement
- (2) commercial offerings from COMMONPLACES (not from any other third party) and
- (3) any other communications from COMMONPLACES relevant for the Student.

6.4 Upon the Students written request, COMMONPLACES shall cease to send the Student any other communication than strictly necessary to carry out its obligations under the agreement.

6.5 COMMONPLACES shall never communicate information shared by the Student during the course (GROUP and/or PRIVATE) with any third party.

## 7. Conduct

7.1 COMMONPLACES reserves the right to dismiss any Student displaying unacceptable, including without limitation, discriminating, racist, sexual, aggressive or other inappropriate behavior to the reasonable opinion of COMMONPLACES, at any time, without the Student being entitled to any form of a refund, compensation or damages.

## 8. Limitation of Liability

8.1 COMMONPLACES shall not be liable under any agreement for any indirect, special, incidental, punitive or consequential damages, or any other similar damages under any theory of liability (whether in contract, tort, strict liability or any other theory). Further, COMMONPLACES shall not be liable, in any way, for theft, damage or loss of the Student's personal effects.

8.2 The Student assumes all responsibility for the selection of the Course necessary to achieve the Student's intended results, and for the use and results of the Course.

COMMONPLACES makes no warranty for any Course to be fit for any intended purpose.

8.3 COMMONPLACES's total liability for any direct loss, cost, claim or damages of any kind related to the agreement shall not exceed the amount of the Course Fees paid or payable by the Student to COMMONPLACES under such agreement during the 12 months prior to the event giving rise to such loss, cost, claim or damages. However, nothing in Section 8.3 shall have the effect of limiting a COMMONPLACES's liability for personal injury or death caused by the negligence of COMMONPLACES and fraud.

## 9. Image Use

9.1 COMMONPLACES may take photos and videos of the Students for inclusion in promotional material (brochures, websites, catalogs, etc.) unless the Student has explicitly communicated an objection to this upon enrollment.

9.2 COMMONPLACES, or its licensors own all intellectual property in any work published either on its website, hard copy hand-outs and digital works shown or provided to the Students. The Students shall not be allowed, without the prior written consent of COMMONPLACES to copy, distribute, or use the materials in any other way as strictly necessary for successful completion of the Course.

## 10. Miscellaneous

10.1 These Terms together with the enrolment form represents the entire agreement between the parties and supersedes any prior or current understandings, whether written or oral. If there is a conflict between these Terms and the enrollment form, the enrolment form will prevail.

10.2 The Agreement will be governed by the laws of The Netherlands. The parties consent to the jurisdiction by the courts of Amsterdam for any claim relating to this Agreement. Notwithstanding the parties' right to submit a claim to the courts of Amsterdam, the Student shall omit to try to resolve any dispute under the Agreement by submitting a formal complaint in accordance with COMMONPLACES's formal complaint procedure which shall be provided to the Student upon the Student's earliest request.

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