

## **General terms and conditions the Company**

### **Article 1. Parties and definitions**

1. Company: The company listed in the Chamber of Commerce register under number 84569328, also trading under the names 'The Montessori Village' and 'Syleste Doula support', if provisions from these general terms and conditions refer to specific services under one of these trade names, reference will be made to the relevant trade name.
2. Further details of the Company:  
Website: [www.themontessorivillage.nl](http://www.themontessorivillage.nl)
3. Client: the (potential) buyer of goods or services offered by the Company.
4. Participant: the natural person who actually participates in the services of the Company or his/her legal representative.

### **Article 2. Applicability**

1. These terms and conditions form part of all correspondence, documentation, (future) offers, agreements and other contractual relationships between the Company and the Client.
2. Deviations from these terms and conditions shall only apply insofar as they have been expressly agreed in writing by the parties.
3. Third parties engaged by the Company in the execution of the agreement may also refer to these general terms and conditions.
4. If one or more (part(s)) of the provisions of these general terms and conditions are null and void or voided, the other provisions of these general terms and conditions shall remain applicable. The parties will then consult with each other to agree on new rules to replace the void or voided provisions, which will reflect the objective and purport of the void or voided provisions as much as possible.

### **Article 3. Execution of the Agreement**

1. Services shall only be rendered after the agreement has been concluded.
2. The Company will endeavour to fulfil the agreement within the stated/estimated term. This term is not a binding deadline, which means that the client should always declare the Company in default first, whereby an ample and reasonable additional term must be granted before any remedy can be effected.
3. the Company is free to have the assignment carried out by third parties. Art. 7:404 of the Dutch Civil Code is explicitly excluded from the agreement.
4. The Client and/or Participant accepts that the planning of the services may be influenced by external circumstances and impediments. the Company is therefore entitled to postpone the activity at its own discretion. In such cases, the Company is not liable for any damages suffered by the Client and/or Participant as a result.

### **Article 4. Notification and establishment**

1. The agreement becomes effective at the moment that the client has accepted the quotation from the Company and the Company has confirmed the agreement in writing or after the Company, or a third party on its behalf, has commenced execution of the contract.
2. The offer reflects the (content of the) agreement, unless otherwise agreed upon and subject to evidence to the contrary.
3. The agreement is expressly entered into under the suspensive condition of sufficient availability of personnel and/or location.
4. The commitment of the Company always consists of an effort commitment and explicitly not a result commitment.

5. All statements by the Company regarding the scope, duration and other stated specifications of what is offered are merely indications. A minor deviation from this in the services rendered does not lead to any failure in the fulfilment of the agreement on the part of the Company.
6. Obvious clerical errors and mistakes in the offer are not binding on the Company.
7. An offer does not automatically apply to other offers, activities or subsequent services.

#### **Article 5. Fees and Payment**

1. The offer has been made in good faith. By entering into the agreement, the parties consider the prices to be reasonable and fair.
2. After the agreement has been concluded, the Company will send the invoice. Payment by the client must take place within 14 days of the invoice date.
3. If full payment of the fees has not been received by the Company before the start of the services, the Participant is not entitled to participate in the services, without this releasing the Client from the obligation to pay the full amount plus additional costs.
4. The financial obligation of the Client is not dependent on the Client participating in the offer. The Client is thus at all times obliged to pay the agreed remuneration in full.

#### **Article 6. Commitments of the Client**

1. In order to ensure the safety of the Participant and third parties, the Participant is obliged to follow all directions or instructions given by the Company and/or externally hired service providers and supervisors.
2. The client will provide the Company with the opportunity to carry out the order. The client undertakes to provide the cooperation required for the execution of the order by the Company, including the timely provision of the required data, including information about any physical or mental limitations of participants and other details which the Client knows or should understand to be of importance for the Company.

#### **Article 7. Reservation and cancellation**

1. Once a reservation has been made and payment has been received by the Company, a planned participation in a meeting can no longer be cancelled. Reservations for participation in a group can however be rescheduled for a later date, subject to the availability of such places. Cancellation or postponement of participation does not under any circumstances entitle the client to a refund of monies paid.
2. the Company is entitled to cancel a meeting no later than 24 hours prior to the meeting. The client will be informed of such cancellation without delay. In the event of such cancellation, the Company will refund the amount paid by the client.

#### **Article 8. Modification and relocation**

1. the Company reserves the right to change the format (place and time) and content (personnel and materials) of the services.
2. In the event of insufficient registration, a service may be cancelled or postponed to a later date.

#### **Article 9. Acquisition, borrowing and intellectual property**

1. Without written permission, the Client and/or Participant is not permitted to approach the trainers, coaches or supporting or hired staff connected with the services, directly or indirectly, without the intervention of the Company, either for existing services or for comparable services which the Client and/or Participant wishes to offer in the market, commercially or otherwise.

2. During this agreement and for two (2) years after its termination, the Client and/or Participant is prohibited from approaching or employing personnel of the Company who work (or have worked) for/at the Client and/or Participant, or to induce them to terminate their (employment) relationship with the Company and to enter into a business (employment) relationship elsewhere.

3. All rights of the (study) materials provided by the Company are reserved. Nothing from the publication(s) may be reproduced, stored in a durable data carrier, computerised data file or made public without the express prior written permission of the Company. It is not permitted to make (study) materials available to third parties.

4. In the event of violation of one of the three paragraphs above, the Client and/or Participant will forfeit to and on behalf of the Company an immediate and lump sum penalty of €15,000 per violation, without any demand or notice of default, without prejudice to the right of the Company to claim full compensation instead of the penalty.

### **Article 10. Warranty and liability**

1. The programmes offered by the Company involve working with real everyday objects, including cutlery, knives, plates and other objects found in normal daily life. Despite the efforts of the Company, the risks associated with the use of these objects cannot be entirely eliminated. The client and Participant are aware of these risks and agree to the use of the objects.

2. The Client and the Participant is/are aware that the services of the Company may take place in the open air, which may cause discomfort and have consequences for the health or condition of the Participant. The Participant is aware of, and accepts, these consequences.

3. the Company is not liable for theft, loss and/or damage of property of either the Participant and/or the Client and/or third parties, as well as any injuries sustained in the process. The Client is at all times liable for the actions of the Participant.

4. the Company does not give any guarantees or commitments regarding any results to be achieved with the services.

5. Barring liability on the grounds of mandatory law, in the event of any shortcomings in fulfilling the contract on its part, the Company is only obliged to still fulfil the contract correctly, all this in all reasonableness and in consultation with the client, without the client and/or participant being able to claim any right to compensation whatsoever.

6. Any liability of the Company is limited to the amount paid out by the professional or company liability insurance taken out by the Company, or, if the insurance company does not pay out or if no insurance has been taken out, the amount of the fee received by the Company for its services in the context of the agreement increased by 15%.

7. the Company is not liable for consequential damages, nor is it liable for property damage, immaterial damage or loss of profit, barring intent or gross negligence.

8. The Client indemnifies the Company for damages suffered by third parties in connection with the agreement because the Company acted, including an omission, based on incorrect, incomplete or late information, data and documents provided by the Client and/or Participant.

9. In all cases the period within which compensation for damages can be claimed from the Company is limited to 12 months. Should the Client and/or Participant suffer damage, this must be reported to the Company immediately. The Client and/or Participant is obliged to do everything reasonable to limit the damage as much as possible.

### **Article 11. Termination of the Agreement**

1. the Company is entitled to dissolve the contract with the Client with immediate effect for the future by means of written notice without (further) prior notice of default if:

- a) the Client ceases all or part of his business operations or otherwise liquidates them and/or significantly changes his business operations without the prior written permission of the Company, or transfers them to a third party;
  - b) The Client is granted a moratorium on payments (whether provisional or not) or the Client is declared bankrupt, the Client submits a request for the application of a debt rescheduling scheme or the Client is placed under guardianship or administration.
2. In the event of termination of the agreement, all payments owed by the Client to the Company shall be immediately due and payable in full. If the service is not fully completed, the Client shall owe a proportionate part of the total amount.

### **Article 12. Force majeure**

1. If the services to be provided can not be performed due to force majeure, the Company will make reasonable efforts to find an alternative. If this proves impossible, the Company will refund pro rata the fees received in relation to the services concerned. Force majeure in this context includes: fire at the location, bankruptcy or moratorium of payment of (hired) personnel or (training) location, illness or death of (hired) personnel, extreme weather and traffic conditions, government imposed restrictions in connection with terrorism, illness, epidemics, pandemics etc.
2. During periods of force majeure the obligations of the Company will be suspended. If fulfilment is impossible for longer than one month due to force majeure or if other circumstances arise that make it disproportionately difficult for the Company to meet its obligations, the Company is entitled to fully or partly dissolve the agreement by informing the client without judicial intervention and without any obligation to pay compensation.
3. If the Company has already fulfilled part of its obligations when force majeure arises, it is entitled to invoice the part already supplied or performed separately, or to credit part of the advance payments.
4. The Client shall at all times remain bound by his financial obligations, even in the event of force majeure.

### **Article 13. Processing of personal data**

1. The Client is always responsible for the processing of personal data as referred to in the AVG and related laws and regulations. the Company will only process the personal data obtained from the Client for the purpose of executing the contract concluded with the Client and solely in accordance with the Client's instructions. Processing of personal data of children under the age of 16 also requires the permission of the legal representative.
2. In addition to or in derogation of the provisions in paragraph 1, the Montessori village is permitted to retain personal data in a private database for a period of 24 months. In addition, the Montessori village may retain personal data for administrative purposes.
3. Only with the explicit permission of the legal representative will the Company take photos of children and use them for promotional purposes.

### **Article 14. Forum, choice of law and transfer of rights**

1. the Company is entitled to transfer its rights and obligations under this agreement to a third party. The client is only entitled to transfer its rights and obligations to a third party with the written permission of the Company.
2. This agreement - and any other agreement entered into by the parties - is governed exclusively by Dutch law. Should an obligation arise between the parties in the future, other than as a result of an agreement, then this obligation shall also be governed by Dutch law.

## **Section II - Syleste Doula Support**

The provisions set out below apply specifically for the services provided by Syleste Doula Support, in addition to or in derogation from the other provisions of these general terms and conditions.

**Article 15. Services provided by Syleste Doula Support.**

1. The customer is aware that Syleste Doula support is not medically trained and therefore cannot give medical advice. Syleste Doula support is specifically not a gynecologist or obstetrician. Any advice given by Syleste Doula support should therefore be considered in a holistic, non-medical context. Syleste Doula support strongly advises the Client to obtain further medical information regarding matters concerning the health of the mother or child.
2. Syleste Doula support makes every effort to be present during the entire delivery, but this cannot be guaranteed, particularly if the delivery takes longer than could reasonably be expected in advance.
3. Syleste Doula support will make every effort to carry out the birth plan discussed with the client beforehand, but the client is aware that the circumstances during a birth can change in an unpredictable way, which in some cases makes it necessary to deviate from the birth plan. Syleste Doula support is not liable for any deviations from the delivery plan.
4. The client is aware that Syleste Doula support has no employees and no persons who can take over tasks. If an emergency arises, Syleste Doula support may not be able to be present during the (entire) delivery.