

General Terms and Conditions

Dutch School Navigator (part of Hallo Nederlands) is engaged in providing advisory services (consultancy), coaching, and organizing (online) training sessions and workshops regarding the Dutch educational system and integration. In addition, Dutch School Navigator offers digital products, including e-books, audio guides, checklists, and other downloadable content via its webshop. Below you will find the General Terms and Conditions. These apply whenever you use the services of Dutch School Navigator.

Last modified: April 29, 2026

Article 1. Definitions

- 1.1. General Terms and Conditions: These present General Terms and Conditions.
- 1.2. Dutch School Navigator, established at Flevoplantsoen 3, 7607LW Almelo and registered with the Dutch Chamber of Commerce under number 98380516, also accessible at: <https://dutchschoolnavigator.nl/>.
- 1.3. Consumer (B2C): The Client who is not acting in the course of a profession or business.
- 1.4. Service(s): The service(s) as described in the Agreement.
- 1.5. Products: All products as described in the Agreement.
- 1.6. Intellectual Property Rights: Rights (of intellectual property) including but not limited to copyrights (including the copyright resting on software), database rights, domain names, trade name rights, trademark rights, design rights, neighboring rights, patent rights, as well as rights to know-how.
- 1.7. Quotation: A written offer from Dutch School Navigator.
- 1.8. Client: The natural person or legal entity, whether or not acting in the course of a profession or business, who has entered into an Agreement with Dutch School Navigator.
- 1.9. Delivery / Completion: Takes place upon approval by the Client, upon use by the Client, or by notification to the Client, after which a response from the Client has not been received within fourteen (14) days of notification. For advisory services, Delivery takes place at the moment the advice (oral or written) is provided or the consultancy call is concluded.

- 1.10. Agreement: The agreement between the Parties on the basis of which Dutch School Navigator delivers its Products and Services to the Client, and of which these General Terms and Conditions form an inseparable part.
- 1.11. Party / Parties: Dutch School Navigator and the Client together or separately.
- 1.12. Confidential Information: Non-public information related to a Party and information that a Party indicates is confidential, or which, by the nature of the information or the circumstances under which the disclosure takes place, should be treated as confidential.
- 1.13. Employee: The person employed by one of the Parties, or who performs work on a contract basis for the respective Party.
- 1.14. Business Client (B2B): The Client acting in the course of a profession or business.

Article 2. Applicability and Interpretation

- 2.1. The General Terms and Conditions apply to and form part of every (legal) act related to the preparation, conclusion, or execution of the Agreement. The General Terms and Conditions also apply to all subsequent Agreements between the Client and Dutch School Navigator, provided the Client has accepted their validity in prior Agreements with Dutch School Navigator.
- 2.2. The applicability of any purchasing or other conditions of the Client is expressly excluded.
- 2.3. Provisions or conditions set by the Client that deviate from, or do not appear in, the General Terms and Conditions only apply to the Agreement insofar as the Parties have agreed to this in writing.
- 2.4. In the event that specific product, promotional, or service conditions apply in addition to these General Terms and Conditions, those conditions also apply, but the Consumer may always invoke the applicable provision that is most favorable to them in the event of conflicting conditions.

Article 3. Formation of the Agreement

- 3.1. All Quotations and other offers from Dutch School Navigator are non-binding and valid for a period of 30 days.
- 3.2. The Agreement is concluded at the moment of acceptance by the Client of the Quotation from Dutch School Navigator and compliance with the conditions stipulated therein by Dutch School Navigator. If the Consumer has accepted the offer electronically, Dutch School Navigator will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed, the Consumer has the option to dissolve the Agreement.

- 3.3. An offer is in any case presumed to have been accepted if the Agreement is executed without objection. The offer can be accepted both verbally and in writing.

Article 4. Execution of the Agreement

- 4.1. Dutch School Navigator will commence the execution after the formation of the Agreement, on the date or time as agreed in the Agreement. If no date of compliance has been agreed upon, Dutch School Navigator will immediately start the execution of the Agreement.
- 4.2. If delivery cannot take place within the agreed period, Dutch School Navigator will inform the Client accordingly. A Business Client is deemed to agree to a new delivery date. A Consumer is given the opportunity to dissolve the Agreement free of charge after Dutch School Navigator has been given written notice of default and a reasonable term of at least 14 days to still comply.
- 4.3. The Client acknowledges that they have no authority to give instructions regarding the Products or Services to be delivered by Dutch School Navigator for the execution of the Agreement.
- 4.4. The Client is obliged to do and refrain from doing all that is reasonably necessary and desirable to enable the timely and correct execution of the assignment. In particular, the Client ensures that all data, which Dutch School Navigator indicates is necessary or which the Client should reasonably understand to be necessary for the execution of the assignment, are provided to Dutch School Navigator in a timely manner.
- 4.5. If and insofar as required for the proper execution of the Agreement, Dutch School Navigator has the right to engage third parties in the execution of the Agreement. The General Terms and Conditions also apply to the work performed by third parties in the context of the Agreement. These third parties are not authorized to represent Dutch School Navigator.
- 4.6. Dutch School Navigator is not obliged to have work performed by third parties designated by the Client. The Client is liable for goods for the execution of the Agreement that are prescribed by or on behalf of the Client, or that are or would be delivered by a supplier designated by the Client, as well as for the non-delivery or late delivery thereof.
- 4.7. Best Efforts Obligation: The services of Dutch School Navigator constitute a best efforts obligation (*inspanningsverplichting*) and expressly not an obligation of result (*resultaatverplichting*). Although Dutch School Navigator advises and guides to the best of its knowledge and ability, the final admission or placement of a student depends on factors beyond the control of Dutch School Navigator, such as (central) lottery procedures, availability at educational institutions, waiting lists, and local or national government

policies. Dutch School Navigator never guarantees placement at a specific educational institution or obtaining a spot within a specific timeframe.

- 4.8. The Client acknowledges that the information provided in Products (such as e-books and guides) is of a generic nature and based on the laws, regulations, and generally applicable school policies known at that time. Because individual educational institutions in the Netherlands have a large degree of policy freedom and regulations can change in the interim, the actual situation may differ per school or region.
- 4.9. The accuracy and completeness of the advice issued by Dutch School Navigator partially depend on the information provided by the Client. If the provided information proves to be incorrect or incomplete, or if relevant facts (such as specific support needs of a student) are not reported in time, the risk for the resulting advice and the (im)possibility of placement lies entirely with the Client.

Article 5. Duration and Termination of the Agreement

- 5.1. Duration of the Agreement: The duration is specified in the Agreement or Quotation. For advisory services and consultancy, the Agreement terminates by operation of law as soon as the agreed work is completed, unless a specific duration has been agreed upon in writing. Licenses for digital content (such as e-books or audio guides) are granted for a period of one (1) year, unless a different term is explicitly stated. Licenses and subscriptions are not tacitly renewed unless explicitly agreed upon in writing.
- 5.2. Early Termination by Consumer (B2C): A Consumer has the right to terminate the Agreement prematurely at any time, observing a notice period of one (1) month. Upon premature termination by a Consumer, they are solely liable for a fee for the work already performed and costs incurred (calculated pro rata up to the moment of termination). Any provision in a Quotation excluding this premature termination is invalid for Consumers.
- 5.3. Early Termination by Business Client (B2B): A Business Client may terminate the Agreement prematurely, observing a notice period of two (2) months, unless expressly agreed otherwise in writing. In the event of premature termination by a Business Client, the full agreed fee or total project amount remains payable, regardless of the extent to which the Services have already been performed, reduced only by demonstrable direct cost savings for Dutch School Navigator. The remaining amounts are immediately due and payable.
- 5.4. Upon the purchase of Products consisting of the delivery of digital content (such as e-books, checklists, and audio guides) not supplied on a tangible medium, the Consumer expressly agrees at the time of purchase that delivery begins immediately. The Consumer thereby declares to waive their right of withdrawal (*herroepingsrecht*) as soon as the download has started or the content has been made accessible.

- 5.5. If the execution of the Service (such as consultancy or school search) begins at the express request of the Consumer during the statutory cooling-off period of 14 days, the Consumer expressly declares that they waive their right of withdrawal once Dutch School Navigator has fully performed the Agreement. In the event of interim withdrawal within these 14 days, the Consumer owes an amount proportionate to what has already been delivered at the time of withdrawal.
- 5.6. Dutch School Navigator may suspend or terminate the Agreement at any time if:
- The Client is declared bankrupt;
 - The Client is granted a suspension of payments;
 - The business of the Business Client is dissolved or liquidated.
- 5.7. Obligations which by their nature are intended to continue even after the end of the Agreement will remain fully effective after the end of the Agreement and apply to the Client and their legal successors.

Article 6. Price and Payment

- 6.1. The Client pays Dutch School Navigator the amount stated in the Agreement. All prices quoted by Dutch School Navigator are in euros.
- 6.2. Dutch School Navigator is at all times entitled to demand (partial) advance payment or payment in installments. If the Client fails to pay an invoice on time, Dutch School Navigator is entitled to immediately suspend the execution of the Agreement and the delivery of Services and Products until payment is fully settled, without being liable for any damages the Client suffers as a result.
- 6.3. All prices quoted by Dutch School Navigator for Consumers are inclusive of value-added tax (VAT) and other government levies. For Business Clients, all prices and rates are communicated exclusive of VAT, unless expressly stated otherwise in the offer or Agreement.
- 6.4. A payment term of 14 days applies to every invoice.
- 6.5. If a price is based on data provided by the Client and these data prove to be incorrect, Dutch School Navigator has the right to adjust the price accordingly, even after the Agreement has been concluded. After this adjustment, the Consumer has the right to cancel the Agreement.
- 6.6. In the event of cancellation by the Consumer based on the preceding paragraph, the Consumer is obliged to pay for the work performed up to that point on a pro rata basis.
- 6.7. Collection from Consumers (B2C): If a Consumer fails to meet their payment obligation on time, Dutch School Navigator will notify them of the late

payment and grant a period of 14 days to still meet the payment obligation (the statutory 14-day letter). If payment is not made within this period, the Consumer is in default and owes the statutory interest. The extrajudicial collection costs are in that case calculated in accordance with the statutory sliding scale from the Dutch Extrajudicial Collection Costs Decree (*Besluit vergoeding voor buitengerechtelijke incassokosten*).

- 6.8. Collection from Business Clients (B2B): If a Business Client fails to meet their payment obligation on time, they are immediately and by operation of law in default, without further notice of default being required. From that moment, the Business Client owes the statutory commercial interest (ex. Article 6:119a Dutch Civil Code). The Business Client is also obliged to pay extrajudicial collection costs, which are reasonably fixed in advance at a minimum of 15% of the outstanding invoice amount, with a minimum of € 250.00. This does not prejudice Dutch School Navigator's right to claim full compensation for the actual extrajudicial and judicial collection costs incurred (including full costs for lawyers and legal advisors) if these exceed the fixed percentage.
- 6.9. Dutch School Navigator may inform itself within legal frameworks whether the Client can meet its payment obligations, as well as of all facts and factors that are important for responsibly concluding the Agreement. If Dutch School Navigator has good grounds based on this investigation not to enter into the Agreement, it is entitled to refuse an order or request with reasons or to attach special conditions, such as advance payment, to the execution.

Article 7. Obligations of the Client

- 7.1. The Client ensures that all (technical) information, decisions, and data that they deem necessary for the execution of the Agreement are provided to Dutch School Navigator in a timely manner. The Client is responsible for the accuracy and completeness thereof. This includes, but is not limited to, compliance with permit applications and other legal requirements, and the Client is obliged to make all data and documents available in a timely manner and in the desired format, which Dutch School Navigator indicates are necessary for the correct execution of the Agreement.
- 7.2. The specific delivery requirements differ per Service or Product:
- For drop-in hours or short calls: The Client must provide the topic of conversation and any schedules or specific questions in writing at least 24 hours prior to the appointment.
 - For advisory consultations, school searches, and larger projects: The Client must provide all relevant information about the family situation, the child (including reports and scores), and relocation details as specified in the quotation or product description.
- 7.3. Consequences of Delay: If the required data is not available, not available on time, or not in accordance with the agreements, Dutch School Navigator has

the right to suspend the execution of the Agreement and/or charge additional costs.

- 7.4. Cancellation Policy: For individually booked advisory consultations or single (drop-in) hours, these can be rescheduled or canceled free of charge up to 48 hours before commencement. In the event of cancellation within 48 hours, or in the case of a no-show, 100% of the reserved time will be charged. For accepted Quotations concerning longer consultancy projects (such as 'Executive Seamless Integration' or school search packages), cancellation is not possible free of charge for Business Clients; in the event of premature termination by a Business Client, the full agreed fee remains due, reduced by any demonstrable savings for Dutch School Navigator. For Consumers, the pro rata settlement as determined in the article 'Duration and Termination of the Agreement' applies to such projects.

Article 8. Additional Work

- 8.1. All changes in the execution of the Agreement, whether at the request of the Client or as a result of the fact that a different execution is necessary due to any circumstances whatsoever, are considered additional work when extra costs are involved. These General Terms and Conditions apply to the additional work.
- 8.2. If additional work has been performed at the request or with the consent of the Client, the additional work will be reimbursed by the Client. Dutch School Navigator may refuse to comply with such a request or enter into negotiations.
- 8.3. The Client accepts that additional work may cause a delay in the Delivery of Products and Services, even if a time of Delivery has been agreed upon. The Client is not entitled to compensation for such delay.
- 8.4. If (the demand for) additional work arises during the execution of the Agreement, this does not create a ground for cancellation or dissolution of the Agreement for the Client.
- 8.5. Cost-increasing circumstances that are not attributable to Dutch School Navigator will be settled as additional work. Dutch School Navigator will inform the Client about this as soon as possible. In that case, the Consumer has the option to terminate the Agreement.

Article 9. Delivery and Delivery Time

- 9.1. Delivery times stated by Dutch School Navigator are indicative and do not count as fatal deadlines unless the Parties have agreed to this in writing.
- 9.2. Dutch School Navigator reserves the right, if possible, to have the necessary goods and equipment delivered to the Client. The ready equipment and goods can be stored at the expense and risk of the Client.

- 9.3. Dutch School Navigator remains the owner of all Products until the Client has fulfilled all its payment obligations to Dutch School Navigator, including amounts due as a result of a breach of contract.

Article 10. Warranty

- 10.1. Dutch School Navigator guarantees that the delivered digital Products (such as e-books and audio guides) comply with the specifications stated in the offer and the reasonable requirements of reliability. For the advisory and consultancy Services provided by Dutch School Navigator, there is expressly no guarantee of any specific result (such as admission to a specific school); these Services are exclusively performed on the basis of a best efforts obligation to the best of its knowledge and ability.
- 10.2. The Client may claim this warranty, provided the complaint is reported in writing to Dutch School Navigator immediately upon discovery, or in any case within the applicable complaint period as laid down in the 'Liability' article (being 14 days for Business Clients and 2 months for Consumers), and the complaint is deemed justified. Dutch School Navigator will in that case provide an appropriate solution in the form of repair or compensation of the maximum amount paid by the Client for the relevant part of the Agreement.
- 10.3. A warranty provided by Dutch School Navigator, a manufacturer, or importer does not affect the statutory rights and claims that the Client has under the Agreement.
- 10.4. The warranty lapses if it appears that the Client has not followed the advice of Dutch School Navigator or has not complied with the user instructions.

Article 11. Intellectual Property Rights

- 11.1. The Intellectual Property Rights, including all images, drawings, (technical) descriptions, and advice provided by Dutch School Navigator to the Client, vest in Dutch School Navigator.
- 11.2. The Client will not perform any acts that could infringe the Intellectual Property Rights of Dutch School Navigator and/or its licensors, including but not limited to making public and/or reproducing all or part of what is referred to in the previous paragraph without permission. The Client acknowledges and accepts that any unauthorized use or action infringes the Agreement and applicable law.
- 11.3. The user license granted by Dutch School Navigator for digital products, including audio guides, is strictly personal. The Client is not permitted to play audio files in a group setting, distribute them within organizations (e.g., via intranet), or make them public without prior written permission and potential additional licensing fees.

Article 12. Confidentiality

- 12.1. The Parties will treat information they provide to each other before, during, or after the execution of the Agreement confidentially when this information can reasonably be marked as confidential, or is explicitly marked as confidential by one of the Parties. The Parties also impose this obligation on their Employees and third parties engaged by them for the execution of the Agreement.
- 12.2. The obligation of confidentiality remains in existence even after termination of the Agreement for whatever reason, and for as long as the providing party can reasonably claim the confidential nature of the information.
- 12.3. In the event of a violation of what is stipulated in this article (Confidentiality) or the preceding article (Intellectual Property Rights), the following applies:
- 12.4. For Consumers: Dutch School Navigator is entitled to claim full compensation for the actual and demonstrable damage suffered resulting from the breach.
- 12.5. For Business Clients: The Business Client forfeits to Dutch School Navigator an immediately payable penalty of € 5,000.00 (five thousand euros) per violation, as well as a penalty of € 500.00 (five hundred euros) for every day the violation continues. This does not prejudice Dutch School Navigator's right to claim full compensation for the actual damage suffered instead of, or in addition to, this penalty.

Article 13. Liability

- 13.1. The liability limitations in this Agreement apply except if and insofar as the damage is the result of intent or deliberate recklessness on the part of Dutch School Navigator.
- 13.2. Dutch School Navigator will endeavor to execute the Agreement as carefully and safely as possible. Dutch School Navigator cannot influence the final use of what is delivered. The Client is therefore personally responsible for the use of the result of the Agreement.
- 13.3. Delivery of the Agreement absolves Dutch School Navigator of all liability for defects that the Client had already discovered at the time of Delivery, or should reasonably have discovered.
- 13.4. The total liability of Dutch School Navigator for direct damage due to an attributable failure in the fulfillment of the Agreement is limited to the amount the Client has paid for the relevant Agreement (exclusive of VAT).
- 13.5. For B2C Agreements (Consumers): an absolute maximum of € 10,000.00 per event applies in all cases.
- 13.6. For B2B Agreements (Business Clients): liability is maximized at the invoice amount, unless the professional liability insurance concluded by Dutch School Navigator offers a higher coverage and payout in the specific case; in that

case, the liability is limited to the amount paid out by the insurer, increased by the deductible (*eigen risico*) of Dutch School Navigator.

- 13.7. If the Agreement is a continuing performance contract (*duurovereenkomst*) with a duration of more than six (6) months, the liability of Dutch School Navigator (in the absence of insurance coverage) is further limited to a maximum of the amount invoiced by Dutch School Navigator to the Business Client during the last three (3) months prior to the event causing the damage.
- 13.8. Exception: The limitations included in this article do not apply if and insofar as the damage is the result of intent or deliberate recklessness of Dutch School Navigator, or in the case of damage resulting from death or physical injury.
- 13.9. Direct damage exclusively means: the reasonable costs to determine the cause and extent of the damage, any reasonable costs incurred to have the defective performance of Dutch School Navigator conform to the Agreement, and reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to the limitation of direct damage.
- 13.10. The liability of Dutch School Navigator is expressly limited to direct damage. Dutch School Navigator is never liable for indirect damage or consequential damage, including (but not limited to) lost turnover or profit, delay damage, loss of data, damage due to exceeding terms as a result of changed circumstances, and damage resulting from the provision of defective cooperation or information by the Client.
- 13.11. Dutch School Navigator is also not liable for damage resulting from decisions of third parties (such as educational institutions or admission authorities) based on the advice or information provided by Dutch School Navigator.
- 13.12. A condition for the creation of any right to compensation for Business Clients is always that the damage is reported in writing to Dutch School Navigator as soon as possible, but no later than within fourteen (14) days after it arises (or is discovered). For Consumers, a statutory period of two (2) months after discovery of the defect or damage applies.
- 13.13. The liability of Dutch School Navigator with regard to attributable failure to perform the Agreement only arises if the Client immediately and properly issues a written notice of default to Dutch School Navigator, setting a reasonable term to remedy the failure, and Dutch School Navigator continues to fail attributable in the fulfillment of its obligations even after that term. The notice of default must contain as detailed a description of the failure as possible, so that Dutch School Navigator is able to respond adequately.
- 13.14. The Client indemnifies Dutch School Navigator against all claims from third parties (including clients of the Client), regarding compensation for damage, costs, or interest, related to this Agreement and/or the Service.

Article 14. Force Majeure

- 14.1. Dutch School Navigator cannot be held to fulfill any obligation from the Agreement if it is hindered to do so as a result of force majeure. Dutch School Navigator is not liable for any damage resulting from force majeure.
- 14.2. In these General Terms and Conditions, force majeure is understood to mean: any circumstance independent of the will of Dutch School Navigator—even if this was already foreseeable at the time the Agreement was concluded—which permanently or temporarily prevents fulfillment of the Agreement.
- 14.3. Force majeure as referred to in paragraph 2 shall in any case, but not exclusively, include:
- Illness, temporary or permanent incapacity for work, or emergencies in the direct private sphere of the person running the business or actually performing the Service;
 - Failures of public infrastructure, internet connections, or telecommunication facilities;
 - Defectiveness of goods, equipment, software, or other source material whose use has been prescribed by the Client;
 - Government measures, strikes, general transport problems, wars, terrorist attacks, and domestic unrest.
- 14.4. In the event of a force majeure situation, the obligations of Dutch School Navigator are suspended. Dutch School Navigator will inform the Client about the situation as soon as possible. The Parties will consult in good faith to reschedule the Service (such as an advisory call) to a new time.
- 14.5. If the force majeure situation lasts longer than thirty (30) days, both Parties have the right to dissolve the Agreement in writing for the part not yet executed. What has already been performed pursuant to the Agreement will in that case be settled proportionally, without the Parties owing each other any further compensation.

Article 15. Amendments to General Terms and Conditions

- 15.1. Dutch School Navigator reserves the right to amend or supplement these General Terms and Conditions. Substantive amendments will be announced in writing (including by e-mail) to the Client at least thirty (30) days before entering into force.
- 15.2. If a Consumer does not wish to accept a substantive amendment, the Consumer has the right to terminate the Agreement free of charge by the date on which the amended terms come into effect.
- 15.3. For Business Clients, the amended conditions are binding from the announced date of entry into force.

- 15.4. Amendments of minor importance (such as correcting typos, address changes, or minor administrative adjustments) can be implemented at any time without prior notification and do not grant the right of termination.

Article 16. Final Provisions

- 16.1. Dutch law applies to the Agreement.
- 16.2. All disputes that may arise as a result of the Agreement will be submitted exclusively to the competent Dutch court in the district where Dutch School Navigator is established.
- 16.3. Exception for Consumers: For disputes with Consumers, statutory protection applies. A Consumer residing in the Netherlands has the right, within one (1) month after Dutch School Navigator invokes this jurisdiction clause, to choose the court of their place of residence. For Consumers residing in another EU Member State, the jurisdiction rules from the Brussels Ibis Regulation apply (including the right to submit the dispute to the court of their place of residence).
- 16.4. In these General Terms and Conditions, "in writing" also includes communication by e-mail, provided the identity of the sender and the integrity of the e-mail are sufficiently established.
- 16.5. If a provision in the Agreement or General Terms and Conditions proves to be void, this does not affect the validity of the entire Agreement or General Terms and Conditions. The Parties will in that case establish (a) new provision(s) as a replacement, giving shape to the intention of the original provision as much as legally possible.
- 16.6. Dutch School Navigator is entitled to transfer its rights and obligations arising from the Agreement to a third party that takes over Dutch School Navigator
or
its business activities.
- 16.7. These General Terms and Conditions have been drafted in both the Dutch and English languages. In the event of any discrepancy, dispute, or difference in interpretation regarding the content or meaning of these conditions, the original Dutch text shall strictly prevail and be decisive at all times.

Name: Dutch School Navigator

Adress: Flevoplantsoen 3, 7607LW Almelo

E-mailadress: esther@dutchschoolnavigator.nl

Phonenumber: +31648550182