

Terms and Conditions –

Bryan Robert and The Dutchest Thing Language Tutoring

Effective Date: June 01, 2026

1. Identity of the Tutor

These Terms and Conditions apply to all language tuition services provided by:

Bryan Robert

Trosdravik 17

8935 CL Leeuwarden

The Netherlands

Email: bryanrobert.kraan+tdt@gmail.com

Bryan Robert, hereafter: the Tutor, operates as a sole proprietor (eenmanszaak).

2. Scope of Services

The Tutor provides online language instruction, coaching, conversation practice, and related educational services. Lessons are offered to:

- Adults;
- Minors with the prior consent of a parent or legal guardian;
- Private individuals;
- Businesses and their sponsored employees.

Students may be located anywhere in the world.

3. Lesson Format and Duration

Lessons are conducted online only.

Standard lesson durations are:

- 25 minutes; or
- 50 minutes.

The lesson duration and frequency shall be agreed upon at the time of booking.

4. Bookings and Payment

Lessons may be booked through:

- The Tutor's website;
- Email;
- Preply or other approved platforms.

Payment is required in advance unless otherwise agreed in writing.

The Tutor reserves the right to refuse, postpone, suspend, or terminate lessons where payment has not been received.

Responsibility for Payment

The individual booking and attending lessons ("the Student") remains primarily responsible for the timely payment of all fees, regardless of whether a third party, including an employer, educational institution, government agency, or other organisation, has agreed to reimburse or contribute toward such fees.

Any reimbursement arrangement between the Student and a third party is separate from the agreement between the Student and the Tutor and does not affect the Student's payment obligations under these Terms and Conditions.

The Tutor is not required to seek payment from, invoice, negotiate with, or otherwise communicate with any third party regarding outstanding fees unless expressly agreed in writing.

If a third party fails to reimburse the Student or fails to make payment for any reason, the Student shall remain fully liable for all amounts due.

Late Payment

Where payment is not received by the agreed due date, the Tutor reserves the right to:

- Suspend future lessons until payment has been received in full;
- Refuse new bookings;
- Recover reasonable collection and recovery costs incurred in obtaining payment, to the extent permitted by applicable law.

Any outstanding lesson credits or package entitlements may be suspended until overdue amounts have been settled.

5. Cancellation and Rescheduling Policy

The Tutor reserves lesson time exclusively for each student. Accordingly, the following policy applies to all lessons, including individual lessons and lesson packages.

Student Cancellation

- Lessons cancelled or rescheduled more than 12 hours before the scheduled start time may be rescheduled without charge, subject to availability.
- Lessons cancelled or rescheduled within 12 hours of the scheduled start time will be charged at 100% of the lesson fee.
- The same policy applies to lessons purchased as part of a package.

No-Show Policy

If a student fails to attend a scheduled lesson without notice:

- 100% of the lesson fee remains payable;
- The lesson shall be considered delivered and forfeited;
- The online classroom will be closed after 15 minutes unless otherwise agreed in advance.

Late Arrival

Students arriving late remain responsible for the full lesson fee.

The scheduled lesson end time will not be extended to compensate for late arrival.

6. Tutor Cancellations

If the Tutor is unable to provide a scheduled lesson, the lesson will be rescheduled at no additional cost or credited toward a future lesson. The Tutor shall provide reasonable notice whenever possible.

7. Student Responsibilities

The Student agrees to:

- Attend lessons punctually;
- Participate actively in the learning process;
- Complete any agreed assignments or self-study activities;
- Maintain suitable internet access and equipment for online lessons;
- Communicate honestly regarding learning goals and expectations.

For minors, parents or legal guardians remain responsible for compliance with these Terms and Conditions.

8. No Guarantee of Results

Language acquisition depends on many factors outside the Tutor's control, including attendance, motivation, study habits, language exposure, aptitude, and independent practice.

Accordingly, the Tutor does not guarantee:

- Achievement of any particular language level;
- Success in examinations or assessments;
- Passing scores on language proficiency tests;
- Admission to schools, universities, or educational programmes;
- Employment opportunities;
- Visa approvals;
- Immigration outcomes;
- Professional licensing outcomes;
- Certification outcomes;
- Any specific timeframe for achieving language-learning goals.

The Student acknowledges that educational services constitute an obligation of effort, not an obligation to achieve a particular result.

9. Limitation of Liability

To the fullest extent permitted by applicable law, the Tutor shall not be liable for:

- Learning delays;
- Unsatisfactory examination results;
- Failure to achieve personal, academic, professional, immigration, or certification goals;
- Indirect or consequential losses;
- Loss of income, employment opportunities, educational opportunities, or business opportunities.

Any liability of the Tutor arising from the provision of services shall be limited to the amount paid for the lesson or package directly giving rise to the claim.

Nothing in these Terms excludes liability that cannot legally be excluded under Dutch law.

10. Intellectual Property

All teaching materials created by the Tutor, including worksheets, exercises, presentations, documents, audio recordings, videos, and other educational resources, remain the intellectual property of the Tutor unless otherwise stated.

Students receive a non-transferable licence to use such materials solely for their personal educational purposes.

Students may not:

- Reproduce;
- Publish;

- Share;
- Sell;
- Distribute;
- Upload; or
- Commercially exploit

any materials provided by the Tutor without prior written permission.

11. Recording of Lessons

Lessons shall not be recorded by either party without the prior consent of all participants.

Where recording is agreed:

- Consent may be withdrawn at any time for future recordings;
 - Recordings shall only be used for the agreed educational purpose.
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12. Privacy and GDPR

The Tutor processes personal data in accordance with the European Union General Data Protection Regulation (GDPR) and applicable Dutch privacy legislation.

Personal Data Collected

The Tutor may collect:

- Name;
- Email address;
- Telephone number;
- Billing address;
- Lesson notes;

- Learning progress records;
- Homework submissions.

Purpose of Processing

Personal data is processed for:

- Scheduling lessons;
- Delivering educational services;
- Communicating with students;
- Maintaining learning records;
- Processing payments;
- Meeting legal and tax obligations.

Legal Basis

Processing is based on:

- Performance of a contract;
- Compliance with legal obligations;
- Legitimate business interests;
- Consent where required.

Data Retention

Personal data shall not be retained longer than necessary for the purposes for which it was collected, except where longer retention is required by law.

Student Rights

Students may request:

- Access to their personal data;
- Correction of inaccurate data;
- Deletion of data where legally permissible;
- Restriction of processing;
- Data portability;
- Withdrawal of consent where consent forms the legal basis of processing.

Requests may be submitted using the Tutor's contact details listed above.

13. Consumer Right of Withdrawal

Where a Student qualifies as a consumer under EU or Dutch consumer law and books services online, the Student normally has a statutory 14-day withdrawal period.

However, by booking lessons and requesting that tuition commence during this period, the Student expressly:

1. Requests immediate performance of the services; and
2. Acknowledges that the right of withdrawal may be lost once services have been fully performed.

Where services have already been partially performed before withdrawal, the Tutor may charge for the portion already delivered in accordance with applicable law.

14. Suspension and Termination

The Tutor may suspend or terminate services where:

- Payment remains outstanding;
- The Student repeatedly violates these Terms;
- The Student engages in abusive, discriminatory, threatening, or inappropriate behaviour.

Either party may terminate the learning relationship at any time, subject to any outstanding payment obligations.

15. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by the laws of the Netherlands.

Any disputes arising from these Terms shall be submitted to the competent courts of the Netherlands, without prejudice to mandatory consumer protections that may apply under applicable law.

16. Acceptance

By booking lessons, purchasing lesson packages, making payment for services, attending lessons, or otherwise engaging the Tutor's services, the Student confirms that they have read, understood, and agreed to these Terms and Conditions.

Where the Student is under the age of 18, a parent or legal guardian must provide consent in writing (letter or email) before lessons commence and shall be responsible for ensuring compliance with these Terms and Conditions.

These Terms and Conditions constitute the entire agreement between the Tutor and the Student unless otherwise agreed in writing.