

## SCHOOL CATERING TERMS AND CONDITIONS 2024-2025

### 1. Introduction

Parents and/or legal guardians (hereinafter referred to as “you” and “your”) agree to enter into an agreement with Amity Global Education (hereinafter called “we”, “us” or “our”) and acknowledge to have read and accepted without reservation the Terms and Conditions of our school catering subscription service (hereinafter referred to as “the Service”). By subscribing to the Service, you agree to these Terms and Conditions.

### 2. Subscription

**2.1** To subscribe to the Service, you must complete the subscription process, which includes providing us with answers to all the questions on the form.

**2.2** By subscribing to the Service, you agree to pay the subscription fees on a recurring basis, according to the plan you have chosen.

**2.3** Subscription is per full term, the cost is calculated based on the number of lunch days per term multiplied by the price per lunch which is a fixed price. Details can be found in Appendix A.

**2.4** You must subscribe at least 7 days before the start of the term.

**2.5** Subscription for newly enrolled students only, can be throughout the academic year. Service will commence on a Monday or if a Monday is a holiday, then the next school day and will be charged on a pro-rata basis. Our Admissions Department will provide you with a link for the subscription to the Services upon request.

### 3. Meals

**3.1** The Service provides meals to your child on a regular basis, as determined by the school and the subscription plan you have chosen.

**3.2.** We will make every effort to ensure that the meals provided are safe, healthy, varied and of high quality.

**3.3** HACCP (Hazard Analysis and Critical Control Points) requirements and procedures are part of our standard operational procedure and are followed at all times to ensure food safety and quality.

**3.4** If your child has or develops any dietary restrictions or food allergies, please inform us in writing at least 7 days prior to commencement of the Service, and we will do our best to accommodate their needs, if we cannot we will inform you.

### 4. Payment

**4.1** You will be charged for your subscription on a recurring basis, according to the plan you have chosen.

**4.2.** Payment must be received by us in advance of the meals being provided. Placement will be confirmed upon receipt of payment.

**4.3.** If your payment is not received, we reserve the right to suspend or cancel your subscription.

### 5. Changes to the Service

**5.1** We may make changes to the Service from time to time, including changes to the menu, pricing, and subscription plans.

**5.2.** We will notify you of any changes to the Service by email or other means, at least 30 days in advance.

### 6. Termination

**6.1** It is possible to cancel your subscription for the next term by sending a cancellation email to [catering@amityamsterdam.nl](mailto:catering@amityamsterdam.nl) no later than 14 days before the start of the following term. In case of no cancellation, you are automatically enrolled and billed for the next term catering service.

**6.2.** We may terminate your subscription if you breach these Terms and Conditions or fail to pay the subscription fees.

### 7. Liability

**7.1** We will not be liable for any loss or damage that arises from your use of the Service, except where such loss or damage is caused by our negligence or willful misconduct.

**7.2.** Our liability for any loss or damage arising from our negligence or willful misconduct is limited to the amount you have paid us for the Service in the 12 months preceding the event giving rise to the liability.

### 8. Privacy

We will process your personal data in accordance with our GDPR (General Data Protection Regulation) policy.

### 9. Communication

We may communicate with you via email, phone, or other means regarding your subscription and the Service. It is your responsibility to ensure that the contact information is up-to-date and accurate.



#### **10. Intellectual Property**

All intellectual property rights in the Service, including the menu and any other materials provided, belong to us. You may not copy, reproduce, distribute, or modify any part of the Service without our prior written consent.

#### **11. General Liability, Acceptance, Applicable Law**

These Terms and Conditions shall be governed by and construed in accordance with Dutch law and the Parties hereby submit to the exclusive jurisdiction of the Dutch Courts in respect of this agreement. These Terms and Conditions invalidate and replace all previous Terms and Conditions. We reserve the right in our sole discretion, to modify them at any time. The continued use of the Service after the amended terms have been posted will constitute your acceptance of the amended terms. Dutch legislation is solely applicable to all matters arising from these Terms and Conditions and the related agreements, regardless of the country of residence of the parents or legal guardians.

#### **12. Indemnification**

You agree to indemnify and hold us harmless from any claims, damages, or other expenses arising from your use of the Service, including any breach of these Terms.

#### **13. Force Majeure**

We will not be liable for any failure or delay in providing the Service that is caused by events outside our reasonable control, including but not limited to, natural disasters, acts of terrorism, pandemics, or other similar events.

#### **14. Entire Agreement**

These Terms and Conditions constitute the entire agreement between you and us regarding the Service, and supersede all prior agreements and understandings, whether written or oral.

#### **15. Severability**

If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

#### **16. Assignment**

We may assign or transfer our rights and obligations under these Terms and Conditions without your prior consent. You may not assign or transfer your rights or obligations under these Terms and Conditions without our prior written consent. By subscribing to the Service, you confirm that you have read and understood these Terms and Conditions and agree to be bound by them.

## APPENDIX A

### School Catering Prices Structure for Academic Year 2024-2025

The cost is calculated based on the number of lunch days per term multiplied by the price per lunch for the 2024-2025 academic year.

#### Pricing

- Primary School (Early Years and Primary Years) = € 7,25 incl. VAT
- Senior School (Middle Years and Diploma Programme) = € 7,50 incl. VAT

#### Invoicing

Term	Number of Lunch Days (Monday – Thursday)	Primary School Term Catering Cost	Senior School Term Catering Cost
Term 1 2024/2025 14 August – 13 December	65	€471,25 incl. VAT	€487,50 incl. VAT
Term 2 2024/2025 7 January – 4 April	47	€340,75 incl. VAT	€352,50 incl. VAT
Term 3 2024/2025 22 April – 20 June	32	€232,00 incl. VAT	€240,00 incl. VAT