



## **General conditions of the teaching contract**

Between Ms. Chiara Frecchiami, henceforth also **the teacher**, and the user of the service, also referred to as **the student**, who declares, by signing this contract and under his or her direct responsibility, that he or she is of legal age, capable of understanding and in full possession of his or her faculties.

### **ART. 1 - OBJECT OF THE SERVICE: TEACHING ITALIAN LANGUAGE**

The object of the service is as follows:

- Ms. Chiara Frecchiami undertakes to provide her work of intellectual activity consisting in teaching "*native Italian speaker*" to the user for the hourly duration agreed upon with the user.

### **ARTICLE 2 - MANNER OF PERFORMANCE OF THE PROFESSIONAL SERVICE.**

The service must be performed personally by the teacher or his or her appointee, in full technical autonomy and within the agreed schedule with the user and according to the agreed hours.

In order to enable the provision of a dynamic and stimulating teaching service, and at the same time respond to the needs of the student, the teaching activity may take place online, or in physical presence, even in places other than a classroom, such as public, open to the public, commercial facilities or other structure identified by mutual agreement between the student and the teacher with the objective to facilitate the learning of the Italian language. The place of delivery of the teaching service will be indicated in the service confirmation email that will precede the signing of this agreement.

During the course of the agreed activities, the student may enjoy services provided by third parties, such as, but not limited to, services: catering, hotel, entertainment, body care, organized physical activity, etc... All of the aforementioned services are in no case connected, related or traceable to the activity of the teacher, who, will never be responsible for their delivery.

As a better clarification of the previous point, the parties reiterate that the service offered by the teacher is not a tourist guide, nor personal trainer, nor a beautician, nor caterer, nor any other activity that may be carried out by the student while receiving the Italian language teaching course, which the Italian language teaching is the one and only subject of this contract referable to the teacher.

Again with the intention of further specifying the subject of the contract, it is specified that should the additional service enjoyed by the student be a sport course (for example: a fitness class with a personal trainer) the responsibility for the provision of the course and its consequences will belong to the personal trainer and to the student, who will assume responsibility of his or her own state of good health, with absolute indemnity from any responsibility, of whatever kind it may be, of the teacher, who, as already expressed and agreed upon several times, will be charged only with the provision of the service of teaching Italian. Should the personal trainer require the signing of forms, attestations, declarations, it will be the student's sole responsibility and duty to sign them and deliver them to the teacher, guaranteeing the truthfulness of what is stated or declared therein.

With the same clarifying intentions as in the preceding point, the parties agree that should the student make use of a catering service provided by a third party during the enjoyment of the teaching offered by the teacher, the latter shall be held harmless from any possible liability regarding damages and/or consequences, or mere events that might occur as a result of the eno-gastronomic, or otherwise catering, services offered, the responsibility for which will always and solely be the responsibility of the third party offering them or the student receiving them. By way of example: poisonings, food allergies, ingestion of alcoholic beverages resulting in a state of intoxication, indigestion, will never be attributable to the teacher.

The parties also agree that driving while intoxicated or other willful or negligent acts committed by the student during the hours of the student's use of the lessons will remain the student's sole responsibility, as well as the civil, criminal and administrative consequences that could derive from them, with total exemption of any possible liability of the teacher.

The parties also declare that the performance, during the teaching hours covered by this contract, of any activity, including sports, recreational or in any other subject, by the student, even without the involvement of professional third parties, is to be considered always or only the result of the student initiative, for which he assumes all responsibility for any reason connected with, related to or related, even indirectly, in its execution and in any possible consequence therefore, the student indemnifies the teacher

from any claim for compensation and/or any other claim. By way of example and without already reducing in any way the scope of this clause: if during the Italian lesson the student would wish to engage in amateur running activities, even with other devotees of such practice, and the teacher would agree to this mode of teaching, the student would nevertheless exempt her from any liability arising from the running and/or any injury he or she might suffer by reason of such activity, (such as falls, heart attacks, limb accidents, etc...), the risks of exercise of which, all of which, and without any exception, shall always remain solely the student responsibility. Likewise, the teacher shall not be liable for the effects of what the student should ingest during class hours, or for any other fact solely attributable to him.

The parties also stipulate that the duration of the course and the place of delivery will be as determined by the service confirmation email that will precede the signing of this agreement and the terms of which form an integral part of it.

#### ARTICLE 3 - DURATION OF THE CONTRACT

The assignment will be for the period agreed between the parties and determined by the booking confirmation email exchanged prior to the signing of this agreement.

#### ARTICLE 4 - COMPENSATION, TAX TREATMENT AND METHOD OF PAYMENT.

The parties agree that the compensation due to the teacher for providing the service will be paid, in advance, by paypoll, sum up, other electronic payment circuit, by wire transfer, check or cash. The value of the compensation due to the teacher will be agreed upon in the email of assignment and quantification of the cost of the service, exchanged by the parties prior to the approval of these terms and conditions. Advance payment is a necessary condition for the conclusion of this agreement, failing which it will not be in force.

#### ARTICLE 5 - WITHDRAWAL

Withdrawal from this contract after payment is permitted:

- To the teacher with notice at least 24 hours before the provision of the service, with the obligation to return to the student any fees already received by him/her;
- To the student with notice at least 24 hours prior to the provision of the service, any ancillary services provided by third parties must be terminated personally by the student in accordance with the terms of the relevant contracts. Under no circumstances shall the teacher be responsible for the

effects of the termination resigned by the student towards third parties and/or providers and the consequences thereof. In the event that penalties for termination of services are charged to the teacher for any reason, she shall be entitled to demand full reimbursement from the student, who agrees to pay them within 5 days of the demand.

#### ARTICLE 6 - EXCLUSION OF LIABILITY.

The teacher shall not be liable and the student hereby releases the teacher from any liability arising from damages occurring during the enjoyment of services provided by third parties from which the student benefits during class hours, and/or for conduct and occurrences that may nevertheless take place during the execution of the contract due to the student's own responsibility, or due to third parties, such as, again by way of example but not limited to: falls while walking, food poisoning resulting from the food service, loss of luggage, theft or other illegal acts perpetrated by third parties, administrative sanctions due to the student's conduct, injuries due to the third party's even negligent act, etc.

In any case, it is reiterated that the purpose of this contract is exclusively the teaching activity and that the teacher's liability to the student will always and only be limited to the fulfillment of this specific obligation. Any ancillary services, facts or activities will be the responsibility of the student or the third party who causes or provides them.

#### ART.7 - RULES OF REFERENCE

Articles 2222 et seq. of the Italian Civil Code shall apply to all matters not expressly governed by this contract.

#### ART. 8 - COMPETENT COURT

For any disputes, the competent Court shall be that of Bergamo and the applicable law shall be that of Italy.

#### ART. 9 - EXPRESS ACCEPTANCE OF ALL CLAUSES

This contract is digitally signed and specifically approved in each of its clauses, including those relating to the subject matter of the contract (art. 1); mode of performance of the service (art. 2); duration of the contract (art. 3); compensation (art. 4); withdrawal (art. 5); exclusion of liability (art. 6); rules of reference (art. 7); competent court (art. 8); express acceptance (art. 9).

**This document is considered a courtesy translation and does not constitute an alternative version of the contract which is only the one drawn up in Italian.**

**Information provided in accordance with Articles 13-14 of GDPR  
2016/679**

**(General Data Protection Regulation)**

Pursuant to Article 13 of the EU Regulation 2016/679 and in relation to the information that the teacher will come into possession of, for the purpose of the protection of persons and other subjects regarding the processing of personal data, we inform you as follows:

**1. Purpose of Processing.**

The data provided by the student will be used for the sole purpose of the provision of the teaching service and the execution of the object of this contract

**2. Methods of Processing**

The manner in which personal data will be processed contemplates digital data recording

**3. Provision of data**

The provision of data for the purposes mentioned in point 1 are mandatory if necessary for the provision of the service;

**4. Communication and dissemination of data**

The data provided may be disclosed to the operator of telematics services with which the parties have come into contact and concluded the contract for the provision of teaching services. Further dissemination may occur in the

case of use by the student during class hours of services administered by third parties, which will independently assume the burden of handling the information received.

#### **5. Data Controller.**

The data controller of personal data is Chiara Frecchiami, resident at Abate Crippa 27, Treviglio.

#### **6. Rights of the data subject before revocation;**

At any time, The student may exercise, pursuant to Articles 15 to 22 of EU Regulation No. 2016/679, the right to:

request confirmation of the existence or non-existence of his/her personal data;

obtain information about the purposes of the processing, the categories of personal data, the recipients or categories of recipients to whom the personal data have been or will be communicated and, when possible, the period of storage; obtain rectification and erasure of the data; and

obtain the restriction of processing;

Obtain data portability, i.e., receive them from a data controller, in a structured, commonly used and machine-readable format, and transmit them to another data controller without hindrance;

object to the processing at any time and also in the case of processing for direct marketing purposes;

object to automated decision-making related to natural persons, including profiling.

Request from the data controller access to personal data and their rectification or erasure or restriction of processing concerning him or her or to object to their processing, as well as the right to data portability; withdraw consent at any time without affecting the lawfulness of the processing based on the consent given.

You may exercise your rights by written request sent to Chiara Frecchiami, at [info@walkinita.com](mailto:info@walkinita.com).

By signing this letter, the student:

- declares that he/she has received the above information notice;

- expresses consent to the processing of personal data including those considered as special categories of data;
- expresses consent to the communication of my personal data to public bodies and companies of a private nature for the purposes indicated in the information notice;
- expresses consent to the processing of special categories of personal data as indicated in the preceding information notice.