

TERMS AND CONDITIONS

These General Terms and Conditions for Consumers of the Branchevereniging Nederlandse Raad voor Training en Opleiding (NRTO) were drawn up in consultation with De Consumentenbond in November 2020 and will enter into force no later than 1 September 2021.

Article 1 - Definitions

Abonnement - An arrangement, whereby a one-off or periodic payment is made, which entitles you to unlimited use of a learning offering for a specified period of time.

Ars en anderszins - Form of teaching in which teacher and you are not simultaneously present in person. **Concursus** - Form of education with direct interaction between teacher or trainer and student or course participant.

Educatieve diensten - The provision of education, education and/or training and/or the supply of teaching materials and/or the provision of (partial) examinations and/or an EVC route and/or another form of assessment.

EVC - Acquired competences gained during previous work experience or training courses taken. EVCs are determined through assessments and can lead to shortened (accelerated) training pathways.

Formeel onderwijs - Education that is regulated by specific education legislation and that concludes with a formal diploma, being a legally recognised diploma. **Niet-formeel onderwijs** - Education not regulated by specific education legislation.

Onderwijs education, training, course and/or training, whether distance education, contact education or subscription education.

Overeenkomst - An agreement, as referred to in Article 2(1).

Overeenkomst op afstand - An agreement concluded between the trader and you under an organised distance sales system of products, digital content and/or services, which, up to and including the conclusion of the agreement, makes exclusive use of one or more means of distance communication.

Opschieten - The costs incurred in advance by a trainer for the purpose of executing the study agreement.

A trainer always incurs start-up costs for you. These costs are: administration costs, IT costs, marketing costs, personnel costs; rent of training location; sending of and follow-up on the documents to be sent or delivered by the student, including the education agreement; if applicable, purchase of an intake test and/or conduct an intake interview; planning and compiling group allocations class schedules and recruitment and

scheduling of lecturers; specific education/information; distribution of information materials; administrative processing of enrolment; setting up student file; setting up and setting up the student account in the online learning environment; preparations for and implementation of any induction; related expenses such as postage, online

licence fees, costs for intake tests, information material, etc.) or other costs to the extent that a trainer can demonstrate them.

You - Natural person not acting in the exercise of a profession or business who purchases an educational service from the entrepreneur.

Article 2 - Applicability

1. These General Terms and Conditions apply to all agreements between the entrepreneur and you regarding an educational service, both concerning formal education and non-formal education.

2. If the entrepreneur also uses other (branch-related) general terms and conditions and those terms and conditions have not been established in consultation with consumer organisations, those terms and conditions do not apply to the agreement. This does not apply if they contain provisions about which nothing is regulated in these general terms and conditions. All documents are part of the agreement but there should be no conflict.

These include the provisions contained in the Education and Examination Regulations (TER), the education agreement or the registration form. In case of conflict, the provision most favourable to you will apply. However, the entrepreneur may always deviate from the general terms and conditions in your favour. If only (partial) examinations, PAC trajectories or other forms of assessment are offered, the provisions in articles 3 section 3 sub b, 5 section 1, 8 section 1, 8 section 2 sub b and 9 section 1 do not apply. If only (partial) examinations are offered, the provisions in article 5, paragraph 1 and paragraphs 3 to 7 do not apply.

3. The entrepreneur may also use other general terms and conditions which have been established in consultation with one or more consumer organisations. In that case, the Disputes Committee referred to in Article 16 determines which terms and conditions apply to the contract on the basis of what the parties agreed on when the contract was concluded.

Article 3 - Offer

1. The entrepreneur makes the offer (preferably) in writing or electronically.

2. The offer contains a complete and accurate description of the educational service and/or of the course material that forms part of the educational service. The offer also indicates whether use of these teaching materials is compulsory.

3. Every offer must contain such information that it is clear to you what rights and obligations are attached to the acceptance of the offer. The offer shall in any case state the following information in a clear and comprehensible manner;

a. in the case of an agreement relating to an educational service:

- " The manner of execution of the agreement;
- " when the educational service starts;
- " the conditions under which the educational service may not go ahead;

- " where applicable: the entry requirements to participate in the education; -the price including all additional costs and taxes; -the method of payment;
 - " the duration of the agreement,
- b. or in the case of an agreement relating to the purchase of teaching materials: -the price including all additional costs and taxes;
- " the method of payment, of delivery of the course material and/or of performance of the agreement; the delivery time of the course material.
4. These general terms and conditions are expressly disclosed prior to the agreement to you and are an integral part of the entrepreneur's general information provision.
5. The entrepreneur may make the making of an offer and/or acceptance of an order subject to the condition that you provide personal details and, if and insofar as government regulations so require and/or allow, a copy of a valid passport or identity card. Without prejudice to the provisions in paragraphs 1 to 5, the offer in the case of a distance contract shall also include the following data:
- a. the identity and address of the trader, including the visiting address of the trader's premises;
 - b. the right of you to rescind the agreement within 14 days in accordance with Article 5(5) and (6);
 - c. if additional costs are charged for contact with the entrepreneur via telephone or internet: the amount of the applicable rate;
 - d. the period of validity of the offer.

Article 4 - Agreement

1. The agreement is concluded by your acceptance of the offer. After the conclusion of the agreement, you will receive a confirmation of this in writing or electronically.
2. In case of electronic assignment, the entrepreneur will send an electronic confirmation to you; as long as the receipt of an electronically accepted assignment has not been confirmed by the entrepreneur, you can cancel the order.
3. After a distance contract is concluded, the information referred to in Article 3(3) and (6) will be provided in writing or on another durable data carrier available to you and accessible to you.

Article 5 - Cancellation & (interim) termination of the agreement

1. You can cancel and terminate a fixed-term contract at any time. The entrepreneur will send you a confirmation of this. In the case of a contact education agreement with a fixed starting date, the following cancellation and interim termination scheme applies after the expiry of any reflection period. You will then pay a reasonable fee for the

work performed including the Start-up Costs. For clarity, you will find below an overview of these costs as a percentage of the agreed price. These percentages refer to the maximum fee to be paid. If the reasonable fee to be paid is lower then you will be charged a lower fee. The amount of the fee will be substantiated by the entrepreneur at your request:

A - Course is shorter than 1 academic year
 B - Course is 1 academic year or longer than 1 academic year
 Cancel up to 2 months before start

A 10% of the agreed price less study materials not yet received*
 B 10% of the agreed price for the coming academic year only and minus study materials not yet received*
 Cancel between 2 months and 1 month before start date

A 20% of the agreed price less study materials not yet received*
 B 20% of the agreed price for the coming academic year only and minus study materials not yet received*
 Cancel between 1 month and 2 weeks before start date

A 30% of the agreed price less study materials not yet received*
 B 30% of the agreed price for the coming academic year only and minus study materials not yet received*
 Cancellation less than 2 weeks before the start

A 50% of the agreed price less study materials not yet received*
 B 40% of the agreed price for the coming academic year only minus study materials not yet received*

Interim termination

A In the event of early termination, 50% (as start-up costs) of the agreed price minus study materials not yet received plus the costs of education already attended, regardless of whether you attended these meeting(s). The total costs never exceed the agreed price. In principle, the costs of education already attended are determined as follows:

- For training running over the year: the costs in proportion to the number of months/days of training including the current month.
- In the case of training divided into blocks: the cost of the completed blocks/modules plus the cost of the module(s)/block(s) taken at the time of interim termination.

B In the event of early termination, 40% (as start-up costs) of the agreed price for the current academic year only, minus study materials not yet received plus the costs of education already attended, regardless of whether you attended these meeting(s). The total costs never exceed the agreed price.

In principle, the cost of education already taken is determined as follows:

- For training running over the whole year: the costs to

in proportion to the number of months in which the training was taken including the current month.

- In case of training divided into blocks: the cost of the completed blocks/modules plus the cost of the module(s)/block(s) taken at the time of interim termination.*

*NRTO members may deviate from the percentages in the table above by default or in individual cases in your favour.

2. Cancellation before tuition has started or in the event of early termination shall be in writing or electronically;

3. In the event of an agreement concerning only a (partial) examination or an EVC route, the following cancellation policy will apply after the expiry of any cooling-off period:

- a) cancellation prior to commencement shall be in writing or electronically;
- b) in case of cancellation up to six weeks before the start, you will owe the administration fee with a maximum of € 50. For so-called computer-based exams, this period is two weeks prior to commencement;
- c) in case of subsequent cancellation, you will owe the full, agreed price. Unless the reasonable fee for the work already carried out is lower, in which case you will be charged this lower fee. The amount of the fee will be substantiated by the entrepreneur at your request.

4. With distance learning, after the agreement has been concluded and the reflection period has expired, cancellation is possible but you remain obliged to pay the agreed price in full. Unless the reasonable fee for the work already done is lower, in which case you will be charged this lower fee. The amount of the fee will be substantiated by the entrepreneur at your request. Training in subscription form may be cancelled free of charge after the agreed subscription period in the case of automatic renewal with a notice period of up to one month.

5. For fourteen days after the conclusion of a distance agreement relating to an educational service, you are entitled to dissolve the agreement without giving reasons. If the entrepreneur has not provided all legally required information, including that referred to in article 3(6), this period will be fourteen days after the information has been provided up to a maximum of twelve months after the conclusion of the agreement. This reflection period also applies if the participant books the course and the company or employer pays for it. If the company concludes the contract, no reflection period applies.

6. In the case of a distance contract that mainly relates to the purchase of teaching materials, you have a period of fourteen days in which you can dissolve the contract without giving reasons. This period commences on the day following the day of receipt of

the course material. However, if the course material is delivered periodically, as in the case of regular supplements of Syllabi or book packs per year or semester, the cooling-off period ends fourteen days, counting from the first day after receipt of the first course material. If the entrepreneur has not provided all legally required information, including that referred to in article 3 paragraph 6, then these periods are fourteen days after the entrepreneur has still provided the information. provide them up to a maximum of 12 months after receipt of the teaching materials.

7. The entrepreneur will provide you with a form for the said dissolution of the agreement. You are not obliged to use this form for this purpose.

8. Subject to the provisions of paragraph 9, in case of dissolution in accordance with paragraphs 5 and 6, you are entitled to a free refund of what you have already paid. The entrepreneur will refund as soon as possible and in any case within 14 days after the dissolution.

9. In the event of dissolution in accordance with paragraphs 5 and 6, you must provide any course material to the entrepreneur as soon as possible. The entrepreneur is entitled to charge you for the direct costs of returning the material. The return is at your risk. Course material that

presented on an electronic data carrier and whose packaging seal has been broken cannot be returned and its price must be paid in full by you to the entrepreneur.

10. If you invoke the termination option in paragraphs 5 and 6, any additional money loan agreement as a payment arrangement from the entrepreneur to you will be terminated by operation of law without any penalty.

11. The educational service can only start during the cooling-off period at your express request. In such cases, you retain the right to dissolve the agreement in accordance with paragraph 2. If in such a case you dissolve the agreement within the cooling-off period, you will owe a proportional part

of the price of the educational service to the entrepreneur.

12. If the educational service is overwhelmingly offered by means of an electronic (learning) environment, the right to terminate ends at the start of the educational service, provided that:

- a. you have expressly agreed in advance that performance may begin before the end of the dissolution period and that you waive your right of rescission, and
- b. the entrepreneur has confirmed the statement referred to in sub a to you.

Article 6 - Copyrights

The course material offered is intended for personal use only. All items provided by the entrepreneur, such as books, mock exams, readers and software are subject to copyright of the entrepreneur or third parties.

The items referred to in this article may not be reproduced, published and/or posted on

otherwise brought to the attention of third parties or provided to third parties, both during the course and afterwards. It is also not permitted to publish the material in modified form or to use it under one's own name without written permission of the entrepreneur. The copyright/property rights to the course belong entirely to the entrepreneur.

Article 7 - Price changes

1. If a price change occurs within three months of the conclusion of the agreement but before the educational service starts, it will not affect the agreed price.
2. You are entitled to rescind the contract if after three months from the conclusion of the contract, but even before the educational service starts, the price is increased.
3. Paragraphs 1 and 2 do not apply to price changes resulting from the law.

Article 8 - Delivery

1. Teaching material
 - a. The entrepreneur delivers the teaching materials in time
 - u. Timely delivery shall include the timely provision of access to learning materials provided electronically.
 - b. When buying teaching materials without tuition, the maximum delivery time is 30 days, unless otherwise agreed. If this delivery period is exceeded, you may dissolve the agreement without further notice.
 - c. Wrong or damaged teaching materials will be replaced immediately by the entrepreneur at no cost to you.
2. Correctional work
 - a. You will be informed of the deadline for correcting submitted assignments or tests.
 - b. The time of receiving back corrections should be reasonably related to the time of commencement of the continuation of education or of any resit.
3. In the event of force majeure, e.g. illness of a teacher, we will contact you as soon as possible to find a suitable solution (e.g. other teacher or relocation of the class day).

Article 9 - Conformity and breach of contract

1. The educational service and learning materials provided must meet your reasonable expectations. If you do not fulfil your obligations then the entrepreneur is entitled to suspend its obligations. If the entrepreneur does not fulfil his obligations, you may suspend your obligations. In case of partial or non-compliance, suspension is only allowed to the extent justified by the failure.
2. The entrepreneur has the right of retention

(retention) if you fail to meet a due and payable obligation, unless the failure does not justify such retention.

3. If one of the parties defaults on the contract, the other party is entitled to dissolve the contract, unless the default does not justify dissolution in view of its minor significance.

Article 10 - Payment

1. Payment is made by crediting the amount due to a bank account indicated by the entrepreneur at the time of purchase or delivery, or payment by means of forms of electronic payment recognised by banks. Cash payment is also possible by arrangement.
2. If payment in instalments has been agreed, you must - subject to the provisions of paragraph 3 - pay according to the terms and percentages, as set out in the agreement.
 3. Payment of the educational service takes place before the start of the course. The entrepreneur may require you to pay the full amount no later than 10 working days before the day of commencement of the educational service, as referred to in article 3 section 3 subsection a.
 4. When purchasing course material without tuition, payment must be made no later than the time and place of delivery. You may be required by the entrepreneur to pay up to half of the purchase price in advance.

Article 11 - Late payment

- You are in default from the expiry of the payment date. After this date has passed, the entrepreneur will send you a reminder, free of charge, and give you the opportunity to pay within 14 days of receiving this reminder.
- a) If you do not fulfil your payment obligation(s) on time, the entrepreneur will send you a reminder. You will still have 14 days to pay.
 - b) If you have not paid after this period has expired, the entrepreneur is entitled to charge statutory interest and extrajudicial collection costs on the amount still due.
 - c) These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% on the following € 2,500 and 5% on the following € 5,000, with a minimum of € 40.
 - d) The entrepreneur may deviate from the mentioned amounts and percentages for your benefit.

Article 12 - Suspension

During the handling of a complaint or dispute in accordance with the provisions of articles 15 and 16, the entrepreneur will suspend the charging of interest and collection costs.

Article 13 - Liability of the entrepreneur Insofar as the entrepreneur fails imputably and you suffer damage as a result, the liability of the entrepreneur for damage not resulting from injury, death or property damage, limited to compensation for direct damage. The entrepreneur's liability for injury, death or property damage is not excluded or limited. The liability extends to persons employed by the entrepreneur, or to persons appointed by him for the performance of the agreement.

Article 14 - Confidentiality

Information provided by you will be treated confidentially by the entrepreneur, his staff and/or persons working for him. The entrepreneur complies with current privacy legislation.

Article 15 - Questions and complaints

1. The entrepreneur intends to answer the question or complaint as soon as possible and to his full satisfaction. To deal with questions or complaints of an administrative nature or about the content of the course, the entrepreneur can be reached by telephone and e-mail. These questions or complaints will be answered by the entrepreneur within ten working days from the date of receipt. Questions or complaints that require a longer processing time will be answered by the entrepreneur by return with a notice of receipt and an indication of when you can expect an answer.

2. The entrepreneur will of course do everything possible to avoid mistakes in your study package and its shipment.

If something is not right despite this, please report it within 10 days of receiving the package. A complaint must be submitted to the entrepreneur in a timely, complete and clearly defined manner. Complaints that are not submitted within 2 months are inadmissible. If the complaint cannot be resolved by mutual agreement, a dispute arises that qualifies for the dispute settlement procedure of Article 16.

Article 16 - Settlement of disputes

1. The agreement is governed by Dutch law, unless the law of another country applies under mandatory law.

2. Disputes between you and the Entrepreneur concerning the conclusion or performance of agreements relating to services and items to be provided or delivered by this Entrepreneur can be both by you as well as by the entrepreneur to The Disputes Committee for Private Educational institutions, more information can be found at www.degeschillencommissie.nl.

3. The Disputes Committee will only consider a dispute if you have first submitted the complaint to the entrepreneur in accordance with the provisions of article 15 and this did not result in a mutually satisfactory solution.

4. A dispute must be submitted to The Disputes Committee within 12 months of the submission of the complaint in accordance with the provisions of Article 15.

5. A fee is payable for handling a dispute.

6. If you refer a dispute to The Disputes Committee, the entrepreneur is bound by this choice.

7. If the entrepreneur wishes to submit a dispute to The Disputes Committee, he must first ask you in writing to state within 5 weeks whether you agree. In doing so, the entrepreneur must announce that after the aforementioned period has passed, he considers himself free to submit the dispute to the ordinary court.

8. The Disputes Committee shall rule in accordance with the provisions of the regulations applicable to it. The decision of The Disputes Committee shall take the form of a binding opinion.

9. In only those cases for which binding legal dispute resolution is provided in formal education, such as those for student examinations, the provisions of paragraphs 2 to 8 of this article do not apply.

Article 17 - Performance guarantee

1. The NRTO guarantees compliance with the binding advice of The Disputes Committee for Private Educational Institutions by its members, unless the member submits the binding advice to the court for annulment within two months of its dispatch.

2. The NRTO does not provide a performance bond if, before the intake requirements (payment of complaint fee, receipt of completed and signed questionnaire and any deposit), one of the following situations applies:

- the member has been granted suspension of payments; or
- the member has been declared bankrupt, or
- the business activities have effectively ceased.

Decisive for the latter situation is the date on which the business termination was registered in the Trade Register or an earlier date, of which the NRTO can plausibly demonstrate that the business activities have actually ceased.

3. The guarantee by the NRTO is limited to € 5000 per binding opinion. The NRTO provides this guarantee under the condition that you invoke this guarantee, and that you transfer (assign) to the NRTO any claim based on the binding opinion up to a maximum of the amount paid out at the same time as the award of your appeal to the compliance guarantee. For the excess, the NRTO has a best-efforts obligation to ensure that the member complies with the binding opinion.