

## General Terms and Conditions B2B for Private Education and Training Courses

These General Terms and Conditions of the Sector Association the Dutch Council for Training and Education (NERTO) are not mandatory for members of the NERTO. A member may, however, declare these general terms and conditions applicable by providing / publishing these General Terms and Conditions.

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## **Article 1 - Definitions**

Subscription	An arrangement whereby a one-off or periodic payment is made, which will give the right to unlimited use of a learning opportunity during a specific period.
Educational Service	Providing education, study programmes and/or training and/or the provision of teaching materials and/or offering (modular) examinations and/or courses with accreditation of prior learning and/or another form of assessment.
Agreement	An agreement, as referred to in Article 4.
You	You, i.e. the employer (or the employer's employee, also referred to as the course participant), or the successors in title of the employer or self-employed person acting in the conduct of a business or profession and who purchases an educational service from the Trainer.
Trainer	A private trainer / training agency who/which is a member of the NRTO.

## **Article 2 - Applicability**

These General Terms and Conditions of the Sector Association the Dutch Council for Training and Education (NRTO) are not mandatory for members of the NRTO. A member may, however, declare these general terms and conditions applicable by providing / publishing these General Terms and Conditions. If the general terms and conditions have been declared applicable, these will apply to all offers, work, tenders and agreements for training and courses between you and the trainer.

## **Article 3 - Offer**

The Trainer will issue the offer (preferably) in writing or by electronic means.

## **Article 4 - Agreement**

1. The assignment will be accepted, provided that there is complete consensus ad idem between parties regarding the contents and the implementation conditions. The consensus ad idem regarding the contents of the assignment will come into effect on the one hand due to the fact that the Trainer has collected the necessary information in a sufficiently detailed manner, and on the other hand due to the fact that you have provided, to the best of your knowledge, all essential information for the set-up and execution of the assignment. The agreement will come into effect by means of your acceptance of the offer. After the agreement has come into effect, you will receive confirmation thereof in writing or by electronic means.
2. If, during the execution of the assignment, facts or circumstances occur, which (could) affect the achieved consensus ad idem, you and the Trainer will consult

together in a timely manner in this regard, in order to adjust the arrangements to the change in situation.

**Article 5 - Cancellation & (premature) termination of the agreement**

1. You may cancel and terminate at any time an agreement concluded for a specific term. The Trainer will provide you with confirmation thereof. However, you are bound to abide by the following provisions for cancellation or premature termination.

	<b>Course duration is less than 1 academic year</b>	<b>Course duration is 1 academic year or more than 1 academic year</b>
Cancellation up to 2 months prior to commencement	30% of the agreed price after deduction of study material not yet received	20% of the agreed price for the next academic year only and after deduction of study material not yet received
Cancellation between 2 months and 1 month prior to commencement	50% of the agreed price after deduction of study material not yet received	50% of the agreed price for the next academic year only and after deduction of study material not yet received
Cancellation between 1 month and 2 weeks prior to commencement	70% of the agreed price after deduction of study material not yet received	70% of the agreed price for the next academic year only and after deduction of study material not yet received
Cancellation less than 2 weeks prior to commencement	100% of the agreed price after deduction of study material not yet received	100% of the agreed price for the next academic year only, after deduction of the study material not yet received
Premature Termination	100%	100%

2. Cancellation prior to the commencement of the education programme, or in the event of premature termination, shall be notified in writing or by electronic means;
3. In the case of automatic extension, subscription-based courses may be cancelled free of charge after the agreed subscription period, with a notice period of 12 months. The Trainer has the right to withdraw from an assignment where proper execution of the assignment is prevented due to changes that are beyond the Trainer's control.

### **Article 6 - Copyright**

The course material offered is exclusively intended for personal use. All the items provided by the Trainer, such as books, mock examinations, readers, models, technologies, instruments and software are protected by copyright vested in the Trainer or third parties. Without the express permission in writing from the Trainer, the items referred to in this Article may not be multiplied, disclosed and/or brought to the knowledge of third parties in another manner, or provided to third parties, during the term of the course as well as thereafter. It is also not permitted to disclose the material in an altered form, or to use the material in one's own name, without permission in writing from the Trainer. The copyright/ownership rights to the course are fully vested in the Trainer.

### **Article 7 - Price changes**

If a price change occurs within three months after concluding the agreement, but still prior to commencement of the educational service, this will not have any impact on the agreed price.

### **Article 8 - Delivery**

Teaching materials: the Trainer will deliver the teaching materials to you in a timely manner. Delivery in a timely manner is also taken to mean providing access in a timely manner to any teaching materials offered by electronic means.

### **Article 9 - Conformity and the failure to comply with the agreement**

1. The educational service and the teaching materials delivered must meet your reasonable expectations. If you do not fulfil your obligations, the Trainer will be entitled to suspend his/her obligations. If the Trainer does not fulfil his/her obligations, you will be permitted to suspend your obligations. In the event of partial or improper fulfilment, suspension will only be permitted insofar as it is justified by the failure.
2. The Trainer has the right of retention if you fail in the fulfilment of a due and payable obligation, unless the failure does not justify this retention.
3. If one of the parties is in default of the performance of the agreement, the other party will be entitled to terminate the agreement, unless the failure does not justify termination due to its minor significance.

### **Article 10 - Payment**

1. Payment will take place by means of transfer of the amount owed to a bank account to be stated by the Trainer at the time of the purchase or delivery, or by means of an electronic form of payment recognised by banks.
2. If payment in instalments has been agreed, you must - with due regard to the provisions of sub-clause 3 - make the payments in accordance with the instalments and the percentages, as these are recorded in the agreement.
3. The payment for the educational service will take place prior to the time at which the educational service starts. The Trainer can require that you pay the full amount

no later than 30 working days prior to the day of the commencement of the educational service.

**Article 11 - If payment is not made in time**

You will be in default from the expiry of the payment date. The Trainer will be entitled to charge commercial interest over the amount still owed, as well as the other costs, including extrajudicial collection costs.

**Article 12 - Suspension**

The Trainer will suspend the charging of interest and collection costs during the handling of a complaint or a dispute in conformity with the provisions of Articles 15 and 16.

**Article 13 - Liability on the part of the entrepreneur**

Insofar as the Trainer fails culpably and you suffer damage as a result thereof, the liability on the part of the Trainer will be limited to payment of direct damage or loss. The total damage that the Trainer must compensate will never be higher than the costs you have paid for the Educational Service concerned, where the damage has become apparent.

**Article 14 - Confidentiality**

The information you provide to the Trainer, his/her personnel and/or persons who work for him/her, will be treated confidentially. The Trainer will comply with the applicable privacy legislation.

**Article 15 - Questions and complaints**

It is the intention of the Trainer to answer a question or complaint as soon as possible and to full satisfaction.

**Article 16 - Dispute settlement**

1. The agreement is governed by the law of the Netherlands, unless on the basis of imperative provisions, the law of another country applies.
2. You and the Trainer will seek to resolve any dispute by mutual agreement. If this is unsuccessful, parties can submit the dispute to the competent court.
3. NRTO Trainers must comply with the NRTO Code of Conduct [profession and business](#). The NRTO promotes compliance with these general terms and conditions, as well as the Code of Conduct, in that complaints can be investigated and, if infringements are established, measures can be taken. If you are of the opinion that the NRTO Trainer has not complied with the aforesaid rules of the NRTO, you can submit your complaint to the Commission for Quality Control. The client can address a complaint in writing to that Commission for the attention of the [administrative office of the NRTO](#).

**Article 17 – Additional arrangements**

In addition to the provisions of these General Terms and Conditions, the Trainer can make additional arrangements with you regarding (inter alia):

- determining the target group;
- conditions for participation, such as the voluntary nature of participation;
- determining the learning needs;
- the training subject;
- the manner of working;
- the materials and/or technical auxiliary materials to be used;
- the realistic value with regard to the training expectations;
- the choice of the trainers to be deployed by the entrepreneur and the client and the appointment of any project leader;
- the role of the trainer(s);
- an indication of the duration of the course and any phasing;
- the manner of evaluation of the course;
- any subsequent discussion;
- the estimated cost;
- the costs relating to training materials;
- the travel and accommodation costs for the trainer;
- extra costs relating to courses outside normal working days;
- costs relating to accommodation and facilities such as refreshments etc. and
- the allocation of duties for the organisation thereof;
- charging of the costs incurred when making the offer;
- the payment arrangement and cancellation provisions (in addition to the above);
- provisions with regard to force majeure situations (in addition to the above);
- the ownership rights and copyright (in addition to the above);
- the required or necessary after-care;
- the applicable VAT regime.