

General Terms and Conditions for Consumers for Private Education and Training

These General Terms and Conditions for Consumers of the Dutch Council for Training and Education (NERTO) came into effect following consultation with the Dutch Consumers' Association in November 2020 and will enter into force on 1 January 2021.

Contents

Article 1 - Definitions.....	2
Article 2 - Applicability.....	3
Article 3 - Offer	4
Article 4 - Agreement	4
Article 5 - Cancellation and (early) termination of the agreement.....	5
Article 6 - Copyright.....	9
Article 7 - Price changes	9
Article 8 - Delivery	9
Article 9 - Conformity and failure to comply with the agreement.....	10
Article 10 - Payment	10
Article 11 - Payment not made in a timely manner	10
Article 12 - Suspension	11
Article 13 - Liability on the part of the entrepreneur.....	11
Article 14 - Confidentiality.....	11
Article 15 - Questions and complaints	11
Article 16 - Dispute settlement rules	12
Article 17 - Performance bond	12
Article 18 - Amendment	13

Article 1 - Definitions

Subscription	An arrangement whereby a one-off or periodic payment gives right to unrestricted use of a study offer for a certain period of time.
Education	Education, study programme, course and/or training, distance education as well as face-to-face instruction.
Distance education	A form of education whereby the teacher and you will not be simultaneously present in person.
Face-to-face instruction	Form of education with direct interaction between the teacher and the student or the course participant.
APL	Acquired competences, obtained during earlier work experience or courses attended. APLs are determined by means of assessments and can result in shortened (expedited) training courses.
Formal education	Education that is regulated by specific educational legislation and that is concluded with a formal diploma, being a diploma recognised by law.
Informal education	Education that is not regulated by specific educational legislation.
Educational service	Providing education, study programmes and/or training and/or the provision of teaching materials and/or offering (modular) examinations and/or an APL course and/or another form of assessment.
Agreement	An agreement as referred to in article 2 subclause 1.
Distance contract	An agreement that is concluded between the entrepreneur and you in the context of an organised system for the distance-selling of products, digital content and/or services, whereby up to and including the concluding of the agreement exclusive use is made of one or more means of distance communication.
Entrepreneur	A natural person or legal entity who/which is a member of the NRTO and provides an educational service.
Start-up costs	The costs a trainer has incurred in advance for the performance of the study agreement. A trainer always incurs start-up costs for you. These costs include: administration costs, IT costs, marketing costs, personnel costs; hiring a training location; sending and following up on the documents to be sent or to be submitted by the student, including the education agreement; if applicable, taking an intake test and/or conducting an intake interview; planning and compiling the groups, timetables and recruiting and scheduling the instructors; specific information/information provision; distribution of information material; administrative

	processing of registration; creating the student file; creating and configuring the student account in the online learning environment; preparations for and implementation of any introduction; 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 these.
You	The natural person who does not act in the exercise of an occupation or company and who purchases an educational service from the entrepreneur.

Article 2 - Applicability

1. These General Terms and Conditions apply to all agreements concluded between the entrepreneur and you with regard to an educational service concerning formal education as well as informal education.
2. If the entrepreneur also uses other (sector-related) general terms and conditions and these terms and conditions have not come into effect in consultation with consumer organisations, these terms and conditions will not apply to the agreement.
This will not be the case if provisions are included regarding which nothing has been arranged in these general terms and conditions. All documents form part of the agreement, but there may not be any inconsistency. For example, the provisions of the Education and Examination Regulations (EER), the education agreement or the registration form. In the event of inconsistency, the provision that is most favourable for you will apply. However, the entrepreneur is always permitted to derogate, including from the general terms and conditions, to your advantage. If exclusively (modular) examinations, APL courses, or other forms of assessment are offered, the provisions of articles 3 subclause 3 under b, 5 subclause 1, 8 subclause 1, 8 subclause 2 under b, and 9 subclause 1 will not apply. If exclusively (modular) examinations are offered, the provisions of article 5 subclause 1 and subclauses 3 up to and including 7 will not apply.
3. The entrepreneur can also use other general terms and conditions that have come into effect in consultation with one or more consumer organisations. In that case, the disputes committee referred to in article 16 will determine which terms and conditions apply to the agreement on the basis of that which parties have agreed to regarding this at the coming into effect the agreement.

Article 3 - Offer

1. The entrepreneur will issue the offer (preferably) in writing, or as the case may be by electronic means.
2. The offer will contain a complete and precise description of the educational service and/or of the teaching materials that form part of the educational service. The offer will also set out whether the use of these teaching materials is mandatory.
3. Every offer must contain such information, that it is clear to you what the rights and obligations are which are attached to the acceptance of the offer. The offer will in any event set out the following details in a clear and comprehensible manner;
 - a. in the event of an agreement related to an educational service;
 - the manner of performance of the agreement;
 - when the educational service starts;
 - the terms and conditions under which the educational service might be cancelled;
 - insofar as applicable: the admission requirements to be permitted to participate in the education;
 - the price, including all additional costs and taxes;
 - the payment method;
 - the duration of the agreement,
 - b. or in the event of an agreement related to the purchase of teaching materials:
 - the price, including all additional costs and taxes;
 - the payment method, the manner of delivery of the teaching materials and/or the performance of the agreement;
 - the delivery period of the teaching materials.
4. You will be expressly informed of these general terms and conditions prior to entering into the agreement, and these will form an integral part of the general information provided by the entrepreneur.
5. The entrepreneur is permitted to attach the condition to issuing an offer and/or the acceptance of an assignment that you provide your personal data and, insofar as the regulations of authorities necessitate this and/or permit this, that you submit a copy of a valid passport or a valid identity card.
6. Without prejudice to the provisions of subclause 1 up to and including 5, the offer of a distance agreement will furthermore contain the following details:
 - a. the identity and the address of the entrepreneur, including the address of the business location of the entrepreneur;
 - b. your right to terminate the agreement within fourteen days in accordance with article 5 subclauses 5 and 6;
 - c. if additional costs will be charged for contact with the entrepreneur by telephone or via the internet: the amount of the applicable rate;
 - d. the validity period of the offer.

Article 4 - Agreement

1. The agreement comes into effect by means of your acceptance of the offer. After the coming into effect of the agreement you will receive confirmation of this in writing or by electronic means.

2. In the event of your providing an assignment by electronic means, the entrepreneur will send a confirmation by electronic means to you; as long as the receipt of an electronically accepted assignment has not been confirmed by the entrepreneur, you can cancel the assignment.
3. After a distance agreement has come into effect, the details referred to in article 3 subclause 3 and subclause 6 will be provided to you in writing, or in another data carrier available to you and permanently accessible for you.

Article 5 - Cancellation and (early) termination of the agreement

1. You can at any time cancel and terminate an agreement concluded for a specific duration. The entrepreneur will provide you with confirmation of this. If there is an agreement concerning face-to-face instruction with a recorded starting date, the following cancellation provisions and early termination arrangement will apply after the end of any cooling-off period. In that case, you pay: a reasonable fee for the work already performed, including the Start-up costs. For the sake of clarity, below you will find a summary of these costs as a percentage of the agreed price. These percentages relate to the maximum fee to be paid. If the reasonable fee to be paid is lower, you will be charged a lower fee. Upon request, the amount of the fee will be substantiated by the entrepreneur.

	A course of less than 1 academic year	A course of 1 academic year or more
Cancellation until 2 months prior to commencement	0% of the agreed price, with the exception of € 50.- administration costs.	0% of the agreed price, with the exception of € 50.- administration costs.
Cancellation between 2 months and 1 month prior to commencement	20% of the agreed price after deduction of the study material not yet received.*	20% of the agreed price for only the first academic year and after deduction of the study material not yet received.*
Cancellation between 1 month and 2 weeks prior to commencement	30% of the agreed price after deduction of the study material not yet received.*	30% of the agreed price for only the first academic year and after deduction of the study material not yet received.*
Cancellation less than 2 weeks prior to commencement	50% of the agreed price after deduction of the study material not yet received.*	40% of the agreed price for only the first academic year and after deduction of the study material not yet received.*
Early termination	<p>In the event of early termination, 50% (as start-up costs) of the agreed price, after deduction of study materials not yet received, plus the costs of the class days already followed, irrespective of whether you attended this/these class(es). The total costs shall never exceed the agreed price.</p> <p>In principle, the costs of the education you have already attended will be determined as follows: the costs in proportion to the number of class days during which the course was followed.</p>	<p>In the event of early termination, 40% (as start-up costs) of the agreed price for the ongoing academic year only, after deduction of study materials not yet received, plus the costs of the class days already followed, irrespective of whether you attended this/these class(es). The total costs will never exceed the agreed price.</p> <p>In principle, the costs of the education you have already attended will be determined as follows: the costs in proportion to the number of months during which the course was followed, including the current month.</p>

**In individual cases, we can to derogate from the percentage in the table above to your advantage. A lower percentage will only be agreed if you can prove that the application of the aforesaid percentage in your specific case does not meet the standards of reasonableness and fairness.*

2. Cancellation prior to the commencement of the face-to-face instruction, or early termination, will take place in writing, or as the case may be by electronic means;
3. If there is only an agreement concerning a (modular) examination or an APL course, the following cancellation provisions will apply after the expiry of any cooling-off period:
 - a) cancellation prior to commencement will take place in writing, or as the case may be by electronic means;
 - b) in the event of cancellation until six weeks prior to commencement you will owe the administrative costs with a maximum of € 50. In the event of 'computer-based examinations' this period will be two weeks prior to commencement;
 - c) in the event of later cancellation you will owe the full agreed price. Unless the reasonable fee for the work already performed is lower, in which case you will be charged this lower fee. Upon request, the amount of the fee will be substantiated by the entrepreneur.

4. In the event of distance education, cancellation after the agreement has come into effect and after the cooling-off period will be possible, but you will still be obliged to pay the agreed price in full. Unless the reasonable fee for the work already performed is lower, in which case you will be charged this lower fee. Upon request, the amount of the fee will be substantiated by the entrepreneur. Subscription courses may be cancelled free of charge after the agreed subscription period in the case of automatic renewal, with due observance of a maximum notice period of one month.
5. You have the right to terminate the agreement without stating reasons for fourteen days after the concluding of a distance agreement with regard to an educational service. If the entrepreneur has not provided all details required by law, including the details referred to in article 3 subclause 6, this period will be fourteen days after the later provision thereof up to a maximum of twelve months after the concluding of the agreement.
6. In the event of a distance agreement that mainly relates to the purchase of teaching materials, you will have a period of fourteen days during which you can terminate the agreement without stating reasons. This period commences on the day following the day of receipt of the teaching materials. However, if the teaching materials are delivered periodically, such as in the case of regular supplements of Syllabuses or book packages supplied per year or semester, the cooling-off period will end after fourteen days, to be calculated from the first day after receipt of the first teaching materials. If the entrepreneur has not provided all details required by law, including the details referred to in article 3 subclause 6, these periods will be fourteen days after the later provision thereof up to a maximum of twelve months after the receipt of the teaching materials.
7. The entrepreneur will make a form available to you for the termination of the agreement referred to. You will not be obliged to use this form for this purpose.
8. With due observance of the provisions of subclause 9, you have the right, in the event of termination in accordance with subclauses 5 and 6, to a repayment without charge of that which you have already paid. The entrepreneur will make the repayment as soon as possible and in any event within fourteen days after the termination.
9. In the event of termination in accordance with subclauses 5 and 6, you must return any teaching materials received from the entrepreneur as soon as possible. The entrepreneur will be entitled to charge the direct costs of the return to you. The return will take place at your risk. The teaching materials that are offered on an electronic data carrier and of which the seal of the packaging has been broken cannot be returned, and you must pay the price thereof in full to the entrepreneur.

10. If you invoke the termination option under subclauses 5 and 6, any additional loan agreement offered as a payment arrangement by the entrepreneur to you will be terminated by operation of law, without you owing any financial penalty.
11. The educational service can only commence during the cooling-off period on your express request. In such cases you will retain the right to terminate the agreement in conformity with subclause 2. If you terminate the agreement in such a case within the cooling-off period, you will owe a pro rata part of the price of the educational service to the entrepreneur.
12. If the educational service is for the most part offered by means of an electronic (learning) environment, the right to terminate will end in that case at the commencement of the educational service, provided that:
 - a. you have expressly agreed in advance that the execution can commence prior to the end of the termination period and you declare that you waive your right to terminate, and
 - b. the entrepreneur has confirmed the statement referred to under a to you.

Article 6 - Copyright

The offered course materials are exclusively intended for personal use. All the items provided by the entrepreneur, such as books, mock examinations, readers and software are protected by copyright vested in the entrepreneur or third parties. Without the express permission from the entrepreneur, the items referred to in this article may not be reproduced, disclosed and/or otherwise brought to the knowledge of third parties or provided to third parties, during the term of the course as well as thereafter, nor is it permitted to disclose the materials in an altered form, or to use these in one's own name without permission in writing from the entrepreneur. The copyright/ownership rights to the course are fully vested in the entrepreneur.

Article 7 - Price changes

1. If, within three months after the concluding of the agreement but still prior to the commencement of the educational service, a price change occurs, this will not have any impact on the agreed price.
2. You will have the right to terminate the agreement if, after three months from the concluding of the agreement but prior to the commencement of the educational service, the price is increased.
3. Subclauses 1 and 2 do not apply to price changes ensuing from the law.

Article 8 - Delivery

1. Teaching materials
 - a. The entrepreneur will deliver the teaching materials to you in a timely manner. Delivery in a timely manner is also taken to mean providing access to the teaching materials that are offered by electronic means in a timely manner.

- b. For the purchase of teaching materials without education, the maximum delivery period is 30 days, unless agreed otherwise. If this delivery period is exceeded, you can terminate the agreement without further notice of default.
 - c. The entrepreneur will immediately replace incorrect or damaged teaching materials without any costs for you.
2. Correction work
 - a. You will be informed of the period within which the assignments or tests sent in will be corrected.
 - b. The time of receiving the corrections back must be in a reasonable proportion to the time of the commencement of the continuation of the education, or as the case may be of any resits.

Article 9 - Conformity and failure to comply with the agreement

1. The educational service and the teaching materials provided must meet your reasonable expectations. If you do not fulfil your obligations, the entrepreneur will be entitled to suspend his obligations. If the entrepreneur does not fulfil his obligations, you will be permitted to suspend your obligations. In the event of partial or improper fulfilment, suspension will only be permitted insofar as the failure justifies this.
2. The entrepreneur has the right of retention if you fail to pay an obligation which has become due, 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 shortcoming 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 stated by the entrepreneur at the time of the purchase or delivery, or payment by means of an electronic form of payment recognised by banks. Payment in cash is also possible by agreement.
2. If payment in instalments has been agreed, you must - with due observance of the provisions of subclause 3 - make the payments in accordance with the instalments and the percentages, as these have been recorded in the agreement.
3. The payment for the educational service will take place prior to the time when the course starts. The entrepreneur may require that you have paid the full amount no later than 10 working days prior to the day of the commencement of the educational service, as referred to in article 3 subclause 3 under a.
4. For the purchase of teaching materials without education, the payment must take place no later than at the time and at the location of the delivery. The entrepreneur may require that you to make an advance payment in the amount of half the purchase price.

Article 11 - Payment not made in a timely manner

You will be in default from the expiry of the payment date. After the expiry of this date the entrepreneur will send a payment reminder without charge and provide

you with the opportunity to still make the payment within 14 days after receipt of this payment reminder.

- a) If you do not fulfil your payment obligation(s) in a timely manner, the entrepreneur will send a reminder to you. You will be given 14 days to make the payment.
- b) If, after the expiry of this period, you have not paid, the entrepreneur will be entitled to charge the statutory interest over the amount still owed as well as the extrajudicial collection costs.
- c) These collection costs will amount to a maximum of: 15% over outstanding amounts up to € 2,500; 10% over the following € 2,500; and 5% over the following € 5,000 with a minimum of € 40.
- d) The entrepreneur may derogate from the aforesaid amounts and percentages to your advantage.

Article 12 - Suspension

The entrepreneur will suspend the charging of interest and collection costs during the period in which a complaint or a dispute is being dealt with in conformity with the provisions of articles 15 and 16.

Article 13 - Liability on the part of the entrepreneur

Insofar as the entrepreneur fails attributable and you suffer damage as a result, the liability on the part of the entrepreneur for damage, which is not the result of injury, death, or property damage, will be limited to the payment of direct damage. The liability on the part of the entrepreneur for injury, death, or property damage is not excluded or limited. The liability applies to persons employed by the entrepreneur, or as the case may be to persons who are engaged by the entrepreneur for the performance of the agreement.

Article 14 - Confidentiality

The information provided by you to the entrepreneur, his personnel and/or persons who work for him, will be treated with confidentiality. The entrepreneur complies with the applicable privacy legislation.

Article 15 - Questions and complaints

1. The entrepreneur has the intention to answer the question or complaint as soon as possible and to your full satisfaction. The entrepreneur can be reached by telephone and by email for dealing with questions or complaints of an administrative nature, or regarding the contents of the course. These questions or complaints will be answered by the entrepreneur within ten working days, to be calculated from the date of receipt. Questions or complaints that require a longer processing time will be answered by the entrepreneur by return of post with acknowledgement of receipt and an indication of when you can expect an answer.
2. The entrepreneur does of course everything possible to prevent errors in your study package and to prevent the dispatch thereof. If something is nevertheless not

in order, you can report this within ten days after receipt of the package. Any complaint must be submitted to the entrepreneur in a timely manner and fully and clearly described. Complaints that are not submitted within 2 months will not be dealt with. If the complaint cannot be resolved in mutual consultation, a dispute will have arisen that will be eligible for the dispute settlement rules of article 16.

Article 16 - Dispute settlement rules

1. The agreement is governed by the law of the Netherlands, unless on the basis of mandatory legal provisions the law of another country applies.
2. Disputes between you and the entrepreneur regarding the coming into effect or the performance of agreements with regard to the services and items delivered or to be delivered by the entrepreneur, can be submitted by you as well as by the entrepreneur to the Disputes Committee for Private Educational Institutions; further information can be found at: www.degeschillencommissie.nl.
3. The Disputes Committee will only accept a dispute if you have submitted a complaint in accordance with the provisions of article 15 to the entrepreneur and this has not resulted in a solution that is satisfactory for both parties.
4. A dispute must be submitted to the Disputes Committee within twelve months after submitting the complaint in accordance with the provisions of article 15.
5. A payment will be owed for dealing with a dispute.
6. If you submit a dispute to the Disputes Committee, the entrepreneur will be bound by this choice.
7. If the entrepreneur wants to submit a dispute to the Disputes Committee, the entrepreneur must first request in writing that you state within 5 weeks whether you agree to this. The entrepreneur must thereby announce that he will consider himself to be free after the expiry of the aforesaid period to submit the dispute to the regular court.
8. The Disputes Committee will make a decision with due observance of the provisions of the regulations applicable to it. The decision of the Disputes Committee will take place by means of binding advice.
9. Exclusively in those cases of formal education for which binding legal dispute settlement rules have been provided, such as those for examination of the student, the provisions of subclauses 2 up to and including 8 of this article will not apply.

Article 17 - Performance bond

1. The NRTO guarantees compliance by its members with the binding decision of the Disputes Committee for Private Educational Institutions, unless the member submits the binding decision within two months after the sending thereof to the court for annulment.
2. The NRTO does not provide any performance bond if before you have met the acceptance requirements (payment of the complaint-filing fee, the receipt of the filled in and signed questionnaire and any deposit) for the purpose of dealing with the dispute, one of the following situations occurs:
 - a moratorium is granted to the member, or
 - the member is declared bankrupt, or

- the business activities have actually been terminated.

The determining factor for the latter situation is the date on which the business discontinuation was registered in the Commercial Register, or an earlier date, regarding which the NRTO can make it plausible that the business activities have actually been terminated.

3. The guarantee provided by the NRTO is limited to € 5,000 per binding decision. The NRTO provides this guarantee under the condition that you invoke this guarantee and that you transfer (assign) the claim on the basis of the binding decision to the NRTO up to a maximum of the paid amount simultaneously with the honouring of your reliance on the performance bond.

For the part exceeding this amount, the NRTO has an obligation to use best endeavours to ensure that the member complies with the binding advice.

Article 18 - Amendment

The NRTO will only amend these General terms and Conditions in consultation with the Dutch Consumers' Association.