Academie voor Coaching & Counselling

GENERAL TERMS AND CONDITIONS FOR CONSUMERS
for private education and training programmes

These General Terms and Conditions for Consumers were drawn up in consultation with the Dutch Council for Training and Education (NRTO) and entered into force on 24 June 2026.

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Academie voor Coaching & Counselling

1. Scope of application: when do these terms apply?

1. These Terms and Conditions apply if you, as a consumer, purchase a training programme, course, examination, or course materials from us.
2. We, the Academy for Coaching and Counselling, may depart from these Terms and Conditions to your benefit.
3. If more than one set of terms and conditions applies to our agreement, and/or if different provisions are inconsistent or conflict with one another, the provision that is most favourable to you shall prevail.

2. Definitions

• **Training programme**	Any form of education, training, or course of study, whether delivered online or at a physical location.
• **Distance learning**	Education provided where the teacher and the student are not present at the same time, whether at a physical location or in a live online setting.
• **Face-to-Face learning**	Education involving direct interaction between the teacher and the student, whether at a physical location or in a live online setting.
• **Course materials**	Books, study syllabi, digital learning environments, assignments, examinations, and any other learning materials.
• **Start-up fee**	The costs we incur in facilitating your participation, including administration, intake procedures, scheduling, reserving teachers, and setting up any online learning environments. This also includes IT costs, marketing costs, and staff costs.
• **Agreement**	The agreement between you and us relating to an educational service, as described in Article 4 of these Terms and Conditions.
• **Distance contract**	The agreement between you and us concluded through our system for the distance sale of services, digital content and/or products. In doing so, we use only means of distance communication, such as our website, email, or other online channels.

3. Our offer

Before you enrol, we will clearly inform you (at least through our website) about:

- the name and content of the training programme or course;
- the level of the training programme or course;
- the start date;
- the duration;
- the price, including any additional costs;
- the available payment methods and terms;
- the expected study workload;

- the admission requirements, including any required prior educational qualifications;
- the method of assessment and examination;
- the qualifications to be awarded upon successful completion (certificate/diploma);
- the circumstances in which a training programme or course may be cancelled or not proceed;
- these General Terms and Conditions, including the cancellation provisions.

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4. When does the Agreement start?

1. An Agreement is formed once you have accepted our offer, meaning that you have completed our enrolment process in full, and we have subsequently confirmed your admission to the training programme in writing (by email).

2. These General Terms and Conditions, and their applicability, will be expressly brought to your attention before the Agreement is concluded. By completing the enrolment process, you agree to be bound by these Terms and Conditions.

3. When entering into the Agreement, we are entitled to expect that you will provide all personal and other information necessary for us to assess and process your enrolment.

4. We reserve the right to refuse an application for enrolment where we have reasonable grounds for doing so. These may include, among other things, conduct and/or statements by a prospective student that do not comply with our Code of Ethics and/or that give rise to reasonable concerns as to whether the necessary foundation for successful participation in our programme is present. We may also refuse an enrolment application, whether temporarily or permanently, where the required prior qualifications are not met or where personal circumstances are of such nature that they are likely to have a material adverse effect on successful participation in the programme. Grounds for refusal shall be determined at our discretion, but will always be carefully considered and substantiated.

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5. Cancellation and withdrawal

1. Until we have confirmed your enrolment, you may cancel your application at any time and without giving any reason. In addition, as a consumer, you have a statutory right of withdrawal for a period of 14 days, as further explained in Article 5.1.

2. You may also cancel your enrolment or withdraw from the programme after the period referred to in Article 5.1 has expired. In that case, you will be required to pay a fee for the services we have already performed and the goods or materials we have already supplied (pursuant to Article 7:411 of the Dutch Civil Code), as further specified in the provisions below. In all circumstances, the amount payable by you shall never exceed the total agreed price for the programme.

3. Any cancellation must be notified to us in writing.

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5.1 Statutory cooling-off period (right of withdrawal)

1. As a consumer, you have a statutory cooling-off period of 14 days (the right of withdrawal) following the purchase of a product or service.

2. This means that you may cancel the Agreement free of charge and without giving any reason within 14 days of the Agreement being concluded, provided that the training programme has not yet commenced. This period begins on the date on which we approve and confirm your enrolment.

3. If you wish to exercise your right of withdrawal, you must notify us in writing. We recommend that you use the withdrawal form available on our website for this purpose, although notification may also be provided by email or post.

4. If you commence the training programme during the 14-day cooling-off period and subsequently exercise your right of withdrawal after the programme has started (but before the cooling-off period has expired), you will only be required to pay a proportionate amount for the part of the programme already provided, together with the cost of any course materials supplied by us.

5.2 Cancellation before the start of a programme (after cooling-off period)

1. If you cancel after the 14-day cooling-off period has expired but before the training programme has commenced, you will be required to pay a reasonable fee for the preparatory work we have already undertaken.

   In such cases, the following percentages shall be payable as a start-up fee to cover the preparatory work and costs incurred by us:

   - More than 4 weeks before the start of the training programme: **2.5% of the tuition fees**;
   - Between 4 weeks and 2 weeks before the start of the training programme: **5% of the tuition fees**;
   - Within the final 2 weeks before the start of the training programme: **10% of the tuition fees**.

2. If we have already ordered or supplied course materials specifically for you which cannot reasonably be reused, you will also be required to pay the cost of those materials in addition to the cancellation fee referred to above.

5.3 Cancellation after the start of a programme

1. If you cancel your enrolment after the training programme has commenced, cancellation fees will be charged in accordance with the following blocks of three class days:

   - If you withdraw during/after **class days 1-3** → you will pay for 3 class days;
   - If you withdraw during/after **class days 4-6** → you will pay for 6 class days;
   - If you withdraw during/after **class days 7-9** → you will pay for 9 class days;

- If you withdraw during/after **class days 10-12** → you will pay for 12 class days;
- If you withdraw during/after **class days 13-15** → you will pay for 15 class days;
- And so on.

2. In addition, you will always be required to pay for the costs of any course materials supplied by us.

3. Under no circumstances shall the total amount payable by you exceed the agreed price of the programme.

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6. Course materials and copyright

1. The course materials provided are intended solely for your personal use.

2. All materials supplied by us, including books, mock examinations, course handbooks, software, and other learning resources, are protected by copyright owned either by us (Academy for Coaching and Counselling) or by third parties.

3. Such materials may not be copied, reproduced, published, distributed, disclosed to third parties, or otherwise made available to third parties without our express prior written consent, whether during the programme or after it has ended.

4. You are also not permitted to publish, distribute, adapt, modify, or use the materials under your own name without our prior written consent.

5. All intellectual property rights, including copyright and ownership rights relating to the programme and its content, remain vested exclusively in us.

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7. Price changes

1. When you enrol in a training programme, the price that is published on our website at the time of your enrolment will apply. If we increase the price for the same cohort after you have enrolled, that increase will not apply to you.
2. If you choose to defer your enrolment to a later start date, we may charge you any difference between the price applicable to your original cohort and the price applicable to the new cohort (if the latter has increased).
3. If you are required to defer to a later cohort because the training programme cannot commence due to circumstances attributable to us, the price you have already agreed to and paid shall continue to apply for as long as the postponement remains attributable to us.
4. If, during the period referred to in Article 7.3, the content of the training programme changes to such an extent that the price would reasonably be expected to differ materially, we will consult with you regarding the changes. In such circumstances, you will always be entitled to cancel free of charge.

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8. Delivery

1. We will ensure that you receive the course materials and/or access to the learning environment in a timely manner.

2. If you purchase course materials without enrolling in a training programme, we will deliver the materials within a maximum period of 30 days.
3. If any course materials are damaged or supplied incorrectly, we will replace them free of charge.

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9. Suspension and termination of the Agreement

1. If we fail to fulfil our obligations under the Agreement, you may suspend the performance of your own obligations or terminate the Agreement, provided that the nature and seriousness of our failure justify such action.

2. If you fail to comply with your obligations, including your payment obligations, or fail to do so on time, we may temporarily suspend the performance of our obligations. This includes the right to refuse your participation in the programme, whether temporarily or otherwise, until the relevant obligation has been fulfilled. In such circumstances, we shall also be entitled to withhold certificates, diplomas, results, or other evidence of completion, until all outstanding amounts have been paid in full.

3. If, during the training programme, it becomes apparent that you are not suitable to continue participating in the programme or to practise the profession for which we provide education, for example due to conduct that is inconsistent with our Code of Ethics or as a result of serious personal circumstances, your participation in the training programme may be terminated. In such circumstances, any entitlement to a full or partial refund of tuition fees shall be determined in accordance with the cancellation provisions set out in these General Terms and Conditions.

4. If, upon registration, you have failed to provide the information referred to in Article 4, or if you have provided inaccurate or incomplete information, we may terminate the Agreement with immediate effect. In such circumstances, you shall not be entitled to any financial compensation or refund.

5. If there are insufficient enrolments to enable the training programme or cohort you have selected to commence, we reserve the right to cancel that programme or cohort. Where no suitable alternative can be identified or offered to you, such as participation at another location or enrolment in a later cohort, we will fully refund any tuition fees already paid by you.

6. Once a group/cohort has reached its maximum capacity, we reserve the right to close enrolment for that group/cohort. You may nevertheless contact us to be placed on a waiting list. We cannot guarantee participation in the cohort of your choice, however, we will always work with you to identify a suitable alternative, such as participation at another location or enrolment in a later cohort.

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10. Payment

1. Payment must be made by bank transfer or through one of our accepted online payment methods. When making a payment, you must quote the relevant invoice number to ensure that your payment can be correctly allocated to your enrolment.
2. Full payment must be made before the start of the training programme, unless we have expressly agreed otherwise with you in writing.

3. Payment in instalments is possible where this has been agreed between us. However, unless we have expressly agreed otherwise with you in writing, the full tuition fees must still be paid before the start of the training programme.

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11. Late payment

1. Our payment term is 14 days from the date of the invoice. If you fail to make payment by the due date, without having consulted us and obtained our approval, we will send you a first reminder free of charge. You will then be given a further 14 days to make the payment.

2. If payment remains outstanding after the additional payment period has expired, we may charge statutory interest and statutory debt collection costs. The statutory debt collection costs shall be up to a maximum of:

    - 15% of the first €2,500;
    - 10% of the next €2,500;
    - 5% of the subsequent €5,000;
    - subject to a minimum charge of €40.

    We may depart from these provisions where doing so is to your benefit. Please note, however, that you may only start with the training programme once all payment obligations have been fulfilled, unless we have expressly agreed otherwise with you in writing.

3. During the investigation and resolution of a complaint or dispute in accordance with Articles 14 and 15, we will suspend the charging of statutory interest and debt collection costs.

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12. Liability

1. We always aim to provide our services with due care and attention and to avoid any loss or damage to you. If you have suffered loss or damage, we take that seriously. However, we are not liable for all loss or damage that you may suffer. Our liability is limited to direct loss or damage suffered by you as a result of our failure to perform our obligations under the Agreement, including any failure by persons employed or engaged by us in connection with the performance of the Agreement, provided that such failure is attributable to us.

2. No limitation of liability shall apply in respect of personal injury, death, or damage to property caused by our wilful misconduct or deliberate recklessness.

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13. Privacy

We treat your personal data confidentially and process it in accordance with applicable data protection legislation, including the General Data Protection Regulation (GDPR). Our full Privacy Policy is available on our website.

14. Questions and complaints

1. If you have a question or complaint, please contact us by email or telephone. We will respond to written complaints as quickly as possible and, in any event, within ten working days of receipt. To enable us to deal with your complaint as efficiently as possible, please submit it promptly and provide a clear and complete description of the matter.

2. If your question or complaint requires a longer period to investigate or resolve, we will send you an acknowledgement of receipt and provide an indication of when you can expect a substantive response.

3. If we are unable to resolve the matter together, you may refer the dispute to De Geschillencommissie (the Disputes Committee for Private Educational Institutions) via the NRTO (Dutch Council for Training and Education). Also see Article 15 below.

15. Disputes and applicable law

1. This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

2. If a dispute arises between us concerning the Agreement and/or the services to be provided or already provided by us, either party may submit the dispute to De Geschillencommissie, as referred to in Article 14. Please note that only consumers may refer a dispute to De Geschillencommissie. Businesses and/or participants acting in the course of a business or profession are not entitled to make use of De Geschillencommissie via the NRTO.

3. After first submitting your complaint to us, and if we have been unable to resolve the matter together, you may refer the complaint to De Geschillencommissie in accordance with Article 14 of these Terms and Conditions. Such a complaint may be submitted up to twelve months after the date on which the complaint was first lodged with us. A fee is payable for the handling of a dispute by De Geschillencommissie. The amount of that fee will depend on the outcome of the dispute and the party in whose favour the decision is made. Further information on how to submit a complaint can be found on the website of De Geschillencommissie.

4. If we choose to refer a dispute to De Geschillencommissie, we will first request your written confirmation, within five weeks, that you agree to such referral. If you do not agree, or if no response is received within the five-week period, we shall be entitled to submit the dispute to the competent court..

5. If you choose to refer a dispute to De Geschillencommissie, we shall be bound by that choice and may not refuse to submit to the jurisdiction of De Geschillencommissie in relation to your complaint.

6. De Geschillencommissie shall deal with the dispute in accordance with the rules and procedures set out in its applicable regulations. The decision of De Geschillencommissie shall be issued in the form of a binding advisory decision.

16. Performance bond NRTO

1. We are a member of the Dutch Council for Training and Education (NRTO). The NRTO guarantees compliance with binding decisions of De Geschillencommissie, unless:

    a. We submit the binding decision of De Geschillencommissie to the competent court for annulment within two months of the date on which that decision is issued;
    b. Any of the following circumstances applies (before the NRTO has formally commenced its consideration of the matter):

    - we have been granted a suspension of payments;
    - we have been declared insolvent or bankrupt;
    - our business operations have ceased.*

    **For the purposes of the latter circumstance, the relevant date shall be the date on which the cessation of the business is registered in the Dutch Trade Register (Handelsregister), or such earlier date as the NRTO can reasonably demonstrate to be the date on which the business operations in fact ceased.*

2. The NRTO provides this guarantee on the condition that you expressly invoke the guarantee and that you assign to the NRTO your claim arising from the binding decision, up to the amount to be paid out, at the same time as your claim under the performance guarantee is honoured by the NRTO.

3. The NRTO's guarantee is limited to €5,000 per binding decision. In respect of any amount exceeding €5,000, the NRTO shall use reasonable efforts to ensure that we comply with the binding decision of De Geschillencommissie.

17. Amendments

These General Terms and Conditions have been established with the approval of the NRTO. Any amendment to these Terms and Conditions shall be made only in consultation with the NRTO.