



General Terms and Conditions - Consumers for Private Training and Education

These General Terms and Conditions for Consumers of the Dutch Council of Training and Education (NRTO) were established after consultation with the Consumers' Association (Consumentenbond) within the framework of Co-ordination Group of Self-regulatory Consultation (Coördinatiegroep Zelfreguleringsoverleg, CZ) of the Social and Economic Council of the Netherlands (SER) and take effect from the 1st of July 2015.

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Article 1 - Definitions

Education	Education, course, training, distance learning as well as contact education.
Distance learning	Type of education, at which teacher and student or course participant are not physically present in person at the same time.
Contact education	Type of education using direct interaction between teacher/trainer and student/course participant.
APL	Accredited Prior Learning, based on previous professional experience or trainings followed. APLs are conferred through assessments and may lead to reduced (accelerated) training routes.
Formal education	Education regulated by specific educational legislation and leading to a formal and legally recognised diploma.
Non-formal education	Education not regulated by specific educational legislation.
Educational service	Delivery of education, courses and/or training, and/or the supply of course material and/or offering (interim)exams and/or an APL-route and/or other forms of assessment.
Agreement	An agreement, as stipulated in article 2, subsection 1.
Distance agreement	An agreement, concluded between entrepreneur and consumer in the framework of an organised system for distance sales, digital content, or service-provision, in which until conclusion of the agreement only one or more techniques for remote communication are being used.
Entrepreneur	Natural or legal person who is a member of the NRTO and who delivers an educational service.
Consumer	Natural person who does not conduct a trade or business and who purchases an educational service from an entrepreneur.

Article 2 – Applicability

1. These General Terms and Conditions apply to all agreements concluded between the entrepreneur and the consumer, concerning an educational service, and relating to both formal and non-formal education, and to all agreements solely regarding the purchase of course material.
2. If the entrepreneur uses other terms and conditions, related to their line of industry, which have not been agreed on in consultation with consumer organisations, such terms and conditions do not apply to the agreement in question, between the entrepreneur and consumer. This does not affect the rights of the entrepreneur to use additional conditions, if and to the extent that these will not differ from these General Terms and Conditions to the detriment of the consumer.
3. In case only (interim)exams, APL-routes, or other forms of assessment are available, the provisions in article 3 subsection 3(b), article 5 subsection 1, article 8 subsection 1, article 8 subsection 2(b), and article 9 subsection 2, do not apply. If only (interim)exams are available, the provisions in article 6 subsection 1, and subsections 3 to 7, do not apply.

Article 3 – Educational Service Offer

1. The entrepreneur submits the educational service offer (preferably) by post in writing or by email.
2. The offer contains a full and detailed description of the educational service and/or the course material as part of the educational service. The offer also indicates whether or not the use of this course material is compulsory.

3. Each offer must contain information in such a way that it is clear to the consumer which rights and obligations apply on acceptance of the offer. The offer must at least specify clearly and comprehensibly the following details:
 - a. in case of an agreement relating to an educational service:
 - the manner of implementation of the agreement;
 - the date of the start of the educational service;
 - the conditions which apply in the case of cancellation of the educational service;
 - if applicable: the admissions requirements for attending the (training) course;
 - the overall fee, including all additional costs and taxes;
 - the method of payment;
 - the duration of the agreement,
 - b. or in the case of an agreement concerning the purchase of the course material:
 - the fee, including all additional costs and taxes;
 - the method of payment, method of delivery of the course material and/or method of implementation of the agreement;
 - term of delivery of the course material.
4. The consumer is notified explicitly prior to concluding the agreement of these general terms and conditions, which form part of the general provision of information by the entrepreneur.
5. The entrepreneur may add the condition to the submission of the offer and/or the acceptance of the assignment that the consumer submits his personal details and a copy of a valid passport or valid identity card, if and in so far as this is necessitated and permitted by governmental regulation.
6. Notwithstanding the provisions in subsections 1 to 5 the offer must contain the following additional details in case of an agreement relating to distance learning:
 - a. the identity and address of the entrepreneur, including the address of the offices of the entrepreneur;
 - b. the right of the consumer to terminate the agreement within fourteen days according to article 6 subsection 2 and 3;
 - c. whether additional costs will be charged for contact with the entrepreneur by telephone or email: the amount of the current rate(s);
 - d. the period of validity of the offer.

Article 4 – Agreement

1. The agreement comes into effect on acceptance by the consumer. After concluding the agreement, the consumer receives confirmation of this in writing by post or electronically;
2. In case of a digital assignment the entrepreneur sends a digital confirmation to the consumer; for as long as the acceptance of the digital assignment has not been confirmed by the entrepreneur, the consumer may cancel the assignment;
3. After the conclusion of an agreement relating to distance learning, the details referred to in article 3 subsections 3 and 6 will be submitted in writing by post or email or via another sustainable data medium available and accessible to the consumer.

Article 5 – Cancellation

1. In case of an agreement relating to contact education with a fixed starting-date, the following cancellation provisions apply, following a possible reflection period:
 - a. cancellation before the start of the contact education course must be made in writing or electronically;
 - b. if the agreement is cancelled up to two months prior to the start of the course the consumer pays 10% of the agreed fee, with a minimum of €50,-;

- c. if the agreement is cancelled between two and one months prior to the start of the course the consumer pays 25% of the agreed fee, with a minimum of €50,-;
 - d. if the agreement is cancelled less than one month prior to the start of the course the consumer pays 50% of the agreed fee, with a minimum of €50,-;
 - e. if the agreement is cancelled less than two weeks prior to the start of the course the consumer pays the full fee.
2. In the event of an agreement only pertaining to an (interim)exam or APL-route, the following cancellation provisions apply after a possible period of reflection has lapsed:
 - a. cancellation prior to the start must be made in writing or electronically;
 - b. if the agreement is cancelled up to six weeks prior to the start the consumer will pay the administrative costs with a maximum of € 50,-. For so-called computer-based exams, this period is two weeks prior to the start;
 - c. if the cancellation occurs later the consumer will be due the full fee.
 3. In the case of distance learning, no cancellation is possible after conclusion of the agreement and following the period of reflection.

Article 6 – Termination of the agreement

1. The consumer may terminate a fixed-term agreement at any time. Premature termination of the agreement does not lead to restitution of the fee owed by the consumer nor to cancellation of his duty to pay the fee, except for the costs of the course material which has not (yet) been supplied.
2. The consumer is entitled to terminate the agreement without stating his reasons, during fourteen days following the conclusion of a distance agreement concerning an educational service. If not all details of the conditions of the distance agreement have been provided by the entrepreneur, as referred to in article 3 subsection 6, the term of fourteen days will apply to the period starting after the provision of the missing details up to a maximum of twelve months following the conclusion of the agreement.
3. In case of a distance agreement relating mainly to the purchase of course material, the consumer is entitled to terminate the agreement within fourteen days of the conclusion of the agreement without stating his reasons. This period commences on the day following the day of receipt of the course material. In case the course material is supplied periodically, as, for example, with regular supplements of Syllabi or with yearly or half-yearly book packets, the reflection period will end 14 days following the first day after receipt of the first course material. If not all details of the conditions of the distance agreement have been provided by the entrepreneur, as referred to in article 3 subsection 6, the terms of fourteen days will apply to the period starting after the provision of the missing details up to a maximum of twelve months following the receipt of the course material.
4. The entrepreneur provides the consumer with a form for the termination as mentioned in the agreement. The consumer is not obliged to use this form to terminate the agreement.
5. With due observance of the provisions stated in subsection 6, the consumer is entitled to full restitution of the money already paid if the agreement is terminated according to subsections 2 and 3. The entrepreneur pays back the money as soon as possible, and at any rate within 14 days of the termination of agreement.
6. If the agreement is terminated according to subsections 2 and 3, the consumer must return any course material which he has received from the entrepreneur as soon as possible. The entrepreneur is entitled to charge the consumer with the delivery costs involved. The consumer bears the risk of the delivery. Course material that has been supplied on an electronic data storage device and of which

the package seal has been broken, cannot be returned. The consumer pays the entrepreneur the total costs.

7. If the consumer appeals to his right to terminate the agreement according to subsections 2 and 3, any other additional loan agreement serving as payment arrangement between the entrepreneur and the consumer, will be cancelled by operation of law, without any fine payable by the consumer.
8. The educational service can only start during the reflection period if explicitly requested by the consumer. In such cases, the consumer reserves the right to terminate the agreement according to subsection 2. If in such a case the agreement is terminated by the consumer within the reflection period, the consumer must pay the entrepreneur a proportional part of the price of the educational service.
9. If the majority of the educational service is provided by digital means, the right to termination of the agreement ceases at the commencement of the educational service, provided that:
 - a. the consumer explicitly agrees in advance that the educational service can start before the end of the termination period stated in the agreement, and that the consumer declares that to waive his right to terminate the agreement, and
 - b. the consumer receives confirmation of the statement referred to under a by the entrepreneur.

Article 7 – Fee changes

1. If a course fee is changed within three months of the conclusion of the agreement but prior to the commencement of the educational service or the delivery of course material, this will have no bearing on the agreed course fee.
2. The consumer is entitled to terminate the agreement if the course fee is increased within three months of the conclusion of the agreement but prior to the commencement of the educational service or the delivery of course material.
3. Subsections 1 and 2 are not applicable to any fee changes imposed by the law.

Article 8 – Delivery

1. Course material
 - a. The entrepreneur delivers all course material to the consumer on time. Delivery on time includes the delivery of digital access to materials.
 - b. In case of the purchase of course material only, the maximum term of delivery is 30 days, unless agreed otherwise. If this term of delivery is exceeded, the consumer is entitled to terminate the agreement without further notice of default.
 - c. Replacement of faulty or damaged course material will be sent by the entrepreneur immediately without any costs for the consumer.
2. Marking
 - a. The consumer will be notified of the period within which the assignments or exams will be marked.
 - b. The moment of receipt of marked assignments or exams must be in proportion to the moment of continuation of the course or the moment of a possible re-sit examination.

Article 9 – Compliance

1. The educational service must comply with the agreement and must be implemented in a competent manner, using proper facilities.
2. The course material must comply with the agreement and have those standard features, as are required for normal use and under all circumstances, as well as for particular use, in so far as agreed.

Article 10 – Payment

1. Payment is in cash, unless agreed otherwise. Payment in cash also includes a bank transfer to the bank account as indicated by the entrepreneur at the moment of purchase or delivery or payment via Internet banking.
2. If payment in instalments has been agreed, the consumer must pay according to the instalment periods and the percentages as agreed in the agreement.
3. Payment of the educational service takes place prior to the commencement of the education or training course. The entrepreneur is entitled to demand full payment of the course fee within not less than 10 working days prior to the commencement of the educational service, as referred to in article 3 subsection 3(a)
4. In case of the purchase of course material only, payment must be done ultimately at the time of delivery and/or on the spot. The entrepreneur may oblige the consumer to pay at least half of the fee in advance.

Article 11 – Overdue payment

1. The consumer is considered to be in default once the payment date has expired. The entrepreneur sends a payment reminder after the payment has expired and allows the consumer to pay within 14 days on receipt of the reminder.
2. If the consumer has not made his payment in time, he is, after having been informed by the entrepreneur about the late payment and after the entrepreneur provides the consumer with a term of 14 days to fulfil the payment, after the term of 14 days has expired, obliged to pay the statutory interest over the balance due, and the entrepreneur is entitled to charge the extrajudicial collection costs. These costs shall not exceed: 15% of outstanding amounts up to €2,500,=; 10% of the following €2,500,=, and 5% of the next €5,000,= with a minimum of €40,=. The entrepreneur may, for the benefit of the consumer, deviate from the amounts and percentages referred to.
3. During the handling of a complaint or dispute in accordance with the provisions in articles 15 and 16, the entrepreneur will defer the charging of interest and collection costs.

Article 12 – Non-compliance with the agreement

1. If one of the parties does not comply with a commitment of the agreement, the other party is entitled to defer his own commitment associated with it. In case of partial or inadequate non-compliance deferral is only allowed, in so far as it is justified by the failure to comply.
2. The entrepreneur has the right of retention if the consumer fails to meet the obligation which is due, unless this retention is not justified by the failure.

If one of the parties does not comply with the agreement, the other party is entitled to terminate the agreement, unless the termination is not justified by the non-compliance due to its low significance.

Article 13 – Accountability of the entrepreneur

1. In so far as the entrepreneur has failed in his accountability and the consumer has suffered from this as a consequence, the entrepreneur is accountable only for the damage which is not a result of personal injury, death or property damage.
2. The accountability of the entrepreneur for personal injury, death or property damage is not excluded or limited.
3. The accountability referred to in subsections 1 and 2 also applies to persons employed by the entrepreneur, or persons who have been taken on to implement the agreement.

Article 14 – Confidentiality

1. Any information submitted by consumers is treated with confidentiality by the entrepreneur, his staff, or other persons who work for him. The entrepreneur conforms to the current statutory privacy regulations.

Article 15 – Queries and complaints

1. The entrepreneur will answer any administrative queries or questions about the content of the educational service within 10 working days, counting from the date on which he received the query/question. If the query requires a foreseeably longer answer, the consumer will receive a confirmation of receipt from the entrepreneur, plus an indication of when he can expect a more detailed answer.
2. Any complaints about the implementation of the agreement must be written clearly and in detail and submitted to the entrepreneur in timely fashion, after having discovered the defect or fault. A complaint submitted within two months is in timely fashion at any rate. If a complaint is not submitted in time, the consumer may lose his or her rights in this matter.
3. If a complaint cannot be solved in mutual consultation, it becomes a dispute, applicable to the dispute settlement rules in Article 16.

Article 16 – Dispute settlement rules

1. The agreement is governed by Dutch legislation, unless the law of another country applies on the basis of mandatory law.
2. Disputes between the consumer and the entrepreneur concerning the conclusion or implementation of agreements in relation to the services supplied or to be supplied by the entrepreneur, may be submitted by both the consumer and the entrepreneur to the Geschillencommissie Particuliere Onderwijsinstellingen (Disputes Committee), Bordewijklaan 46, Postbus 90600, 2509 LP Den Haag (www.degeschillencommissie.nl).
3. The Disputes Committee will only handle a dispute, if the consumer has submitted his complaint to the entrepreneur in accordance with the provisions in Article 15 and if no satisfactory solution has been reached for one of the two parties.
4. A dispute must be submitted to the Disputes Committee within twelve months after submission of the complaint in accordance with to the provisions in article 15.
5. A fee is payable for the handling of the dispute.
6. As soon as the consumer submits a dispute to the Disputes Committee, the entrepreneur is bound to this decision.
7. If the entrepreneur wishes to submit a dispute to the Disputes Committee, he must ask the consumer in writing to inform him within 5 weeks whether the consumer agrees to the submission of the dispute. The entrepreneur must also inform the consumer in the same letter that the entrepreneur is free to submit the dispute to any court if the period of 5 weeks has lapsed.
8. The Disputes Committee pronounces judgment in accordance with the Dispute Settlement Rules. The judgment of the Disputes Committee is a binding decision.
9. The provisions of subsections 2 to 8 inclusive are applicable except in cases of formal education, in which their own binding legal dispute settlement rules apply, such as in cases of examination of the student.

Article 17 – Performance guarantee

1. The NRTO guarantees the performance by its members of the binding decisions of the Geschillencommissie Particuliere Onderwijsinstellingen, unless the member has submitted the binding decision to a competent court for annulment within two months after the pronouncement of the decision.
2. The NRTO does not provide any performance guarantee if, before the consumer has met the intake requirements necessary for the handling of the dispute (payment of the complaint-filing fee, receipt of the completed and signed questionnaire and possible payment of deposit), one of the following situations occurs:
 - the member has been granted a moratorium, or
 - the member has been declared bankrupt, or
 - the business activities have effectively been ended.

The effective ending of the business activities is the day on which the cessation of business is filed at the office of the Commercial Register (Handelsregister) or an earlier date which the NRTO can reasonably confirm as being the effective end-date of the business activities.

3. The performance guarantee provided by NRTO does not exceed €10,000 per binding decision. The NRTO provides this performance guarantee on condition that the consumer who invokes the provisions of this guarantee, will assign his right to performance guarantee, as set by the binding decision, up to a maximum of the amount already paid out, to the NRTO, at the same time when the decision to grant performance guarantee has been made.
As far as any amount above this figure is concerned, the NRTO has a best efforts obligation to ensure that the member honours the binding decision. This best efforts obligation entails that the consumer will be offered to transfer the excess amount due to NRTO as well, after which this organisation will claim payment of this amount due in law, in their own name and at the expense of the NRTO, to the consumer or that the consumer will be offered that the NRTO will conduct the extrajudicial debt collection proceedings in the name of the consumer and at the expense of the NRTO, all of which at the discretion of the NRTO.

Article 18 – Changes

The NRTO shall only apply any changes to these General Terms and Conditions in consultation with the Consumers' Association.