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**General Terms and Conditions for Private Education and Training**

These General Terms and Conditions of the Professional Association PAEPON, the platform for designated/certified educational institutions in The Netherlands, were compiled in consultation between the Dutch Consumers' Organization and PAEPON, within the scope of the Coordination Group for Self-regulating Consultation (CZ) of the Dutch National Economic Development Council and shall commence on 1 June 2008.

The CZ appreciates if any quotes from these General Terms and Conditions are noted as such.

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## **ARTICLE 1            Definitions**

Education	Education, schooling, courses and/or training, by long-distance education or direct contact education.
Long-distance education	Form of education where the teacher and the student or participant are not simultaneously personally present.
Direct contact education	Form of education with direct interaction between the teacher or trainer and the student or participant.
Formal education	Education regulated by law and concluded with a formal, i.e. legally recognized diploma.
Non-formal education	Education not regulated by law.
Educational service	Providing education, including, or not, the delivery of teaching materials, and including, or not, the examination to be taken or another form of assessment.
Agreement	An agreement, as provided in article 2, paragraph 1.
Long-distance agreement	An agreement concluded with the sole use or one or more methods for long-distance communication, such as correspondence or electronic communication.
Entrepreneur	A natural or legal entity that is a member of PAEPON and provides an educational service.
Consumer	Person not acting in a professional or business capacity, who purchases an educational service from the entrepreneur.

## **ARTICLE 2            Applicability**

1. These General Terms and Conditions shall apply to all agreements between the entrepreneur and the consumer concerning an educational service, for formal as well as non-formal education, and all agreements concerned solely with the purchase of teaching materials.
2. If the entrepreneur also uses other (branch-related) general terms and conditions, and if those terms and conditions were not created in consultation with consumers' organizations, those terms and conditions shall not apply to the agreement. This does not prejudice the entrepreneur's right to use additional terms and conditions in the agreement, if and to the extent that these do not deviate from these General Terms and Conditions to the detriment of the consumer.
3. The entrepreneur is also entitled to use other general terms and conditions, created in consultation with one or more consumers' organizations. In that case the dispute resolution committee, referred to in article 16, shall determine which terms and conditions apply to the agreement, based on the understanding reached by the parties when concluding the agreement.

### **ARTICLE 3 Offer**

1. The entrepreneur shall (preferably) submit the offer in writing, respectively electronically.
2. The offer shall contain a full and detailed description of the educational service and/or the teaching materials that form part of the educational service. The offer shall also state whether the use of these teaching materials are compulsory.
3. Each offer shall contain such information to make it clear to the consumer what rights and obligations are linked to accepting the offer. The offer shall in any case include the following data, clearly and understandably:
  - a. If the agreement applies to an educational service:
    - The manner of delivery or execution of the agreement;
    - The commencement of the educational service;
    - The conditions under which the educational service can be cancelled;
    - If applicable: the entry requirements to participate in the education;
    - The price, including all additional costs and taxes;
    - The manner of payment;
    - The term of the agreement.
  - b. Or, if the agreement solely applies to the purchase of teaching materials:
    - The price, including all additional costs and taxes;
    - The manner of payment, delivery or execution of the agreement;
    - The delivery time of the teaching materials.
4. The consumer shall be explicitly notified of these general terms and conditions and these shall form an integral part of the general provision of information by the entrepreneur.
5. The entrepreneur is entitled, on submitting an offer and/or on acceptance of an offer, to require the consumer to provide his personal details and/or a copy of a valid passport or valid identity papers.
6. Without prejudice to the conditions in paragraphs 1 up to and including 5, the offer for a long-distance agreement shall included the following data:
  - a. The identity and the address of the entrepreneur, including the visiting address of the entrepreneur's location;
  - b. The right of the consumer to dissolve the agreement within seven workdays, pursuant to article 6, paragraphs 2 and 3;
  - c. If additional costs are charged for contacts with the entrepreneur by telephone or internet: the amount of the applicable fee;
  - d. The term of validity of the offer.

### **ARTICLE 4 Agreement**

1. The agreement shall be concluded when the consumer accepts the offer. After the agreement is concluded, the consumer shall receive a confirmation in writing or electronically.
2. If the order is granted electronically, the entrepreneur shall send an electronic confirmation to the consumer; as long as the entrepreneur has not confirmed the receipt of the acceptance of an order, the consumer can cancel the order.

3. After an long-distance agreement has been concluded, the details referred to in article 3, paragraphs 3 and 6, shall be provided to the consumer in writing or on another durable data carrier that is at the disposal of and accessible for the consumer.

#### **ARTICLE 5                    Cancellation**

1. If there is an agreement for direct contact education where the commencement date has been determined, the following cancellation arrangement shall apply after a possible reflection time:
  - a. Cancellation after the direct contact education has commenced shall be done by registered mail;
  - b. On cancellation to two months before the commencement of the direct contact education, the consumer shall owe 10% of the agreed price, with a minimal amount of €50.--;
  - c. On cancellation between two months and one month before the commencement of the direct contact education, the consumer shall owe 25% of the agreed price, with a minimal amount of €50.--;
  - d. On cancellation less than one month before the commencement of the direct contact education, the consumer shall owe 50% of the agreed price, with a minimal amount of €50.--;
  - e. On cancellation less than two weeks before the commencement of the direct contact education, the consumer shall owe the full, agreed price.
2. No cancellation is possible for long-distance education after the agreement has concluded and the reflection time has expired.

#### **ARTICLE 6                    Termination of the agreement**

1. The consumer can always terminate an agreement concluded for a definite period. In principle, cancellation in the interim shall not result in restitution of the price owed by the consumer, or the obligation of payment of said price, except the price for not (yet) delivered teaching materials.
2. The consumer is entitled, within seven workdays after a long-distance agreement for an educational service has been concluded, to dissolve the agreement without stating the reason. If not all details, referred to in article 3 paragraph 6, have been provided, this term shall be seven workdays after these details have been provided as yet, to no more than three months after an agreement has been concluded.
3. For a long-distance agreement applying solely to the purchase of teaching materials, the consumer has a term of seven workdays during which he can dissolve the agreement without stating the reason. This term commences on the day following the day of receipt of the teaching materials.
4. Taking into account the conditions in paragraph 5, the consumer is entitled, pursuant to paragraphs 2 and 3, to reimbursement, free of charge, of the amount he has already paid. The entrepreneur shall reimburse the consumer as soon as possible, and at least within 30 days of dissolution.

5. If the agreement is dissolved pursuant to paragraphs 2 and 3, the consumer shall return any teaching materials received from the entrepreneur as soon as possible. The entrepreneur is entitled to charge the consumer for the direct costs of the return of the materials. Returning the materials shall be to the risk of the consumer.
6. If the consumer applies to the dissolution options in paragraphs 2 and 3, without the consumer owing a fine, any additional loan agreement as payment scheme from the entrepreneur to the consumer shall be legally dissolved.
7. There is no right to dissolution pursuant to paragraph 2, if the education provided by the entrepreneur has commenced with the consumer's consent, before the term of seven workdays has expired. Commencement of the education also includes providing access to teaching materials offered electronically.

#### **ARTICLE 7                    Price changes**

1. If, within three months after the conclusion of the agreement, but before commencement of the education, respectively delivery of the teaching materials, there is a price change, this will not affect the agreed price.
2. The consumer is entitled to dissolve the agreement if, after three months after concluding the agreement, but before commencement of the education, respectively delivery of the teaching materials, the price is increased.
3. Paragraphs 2 and 3 do not apply to price changes pursuant to law.

#### **ARTICLE 8                    Delivery**

1. Teaching materials
  - a. The entrepreneur shall deliver the teaching materials to the consumer in a timely manner. 'Timely' also means timely providing access to teaching materials offered electronically.
  - b. If teaching materials are purchased without education, the maximum delivery time is 30 days, unless agreed to otherwise. If this delivery time is exceeded, the consumer can dissolve the agreement, without notice of default being required.
  - c. The entrepreneur shall immediately replace wrong or damaged materials.
2. Correction
  - a. The consumer shall be advised of the term in which assignments or tests sent in are corrected.
  - b. The time of the return receipt of the correction shall be in reasonable proportion to the time of commencement of the further education, respectively a possible re-examination.

**ARTICLE 9 Compliance**

1. The educational service has to comply with the agreement and has to be executed expertly, using the proper facilities.
2. The teaching materials delivered have to comply with the agreement and have those features that, taking all circumstances into account, are required for normal use, as well as for special use, to the extent that such use was agreed.

**ARTICLE 10 Payment**

1. Payment shall be in cash, unless agreed otherwise. 'Cash payment' includes transfer of the amount owed to a bank or giro account indicated by the entrepreneur, at the time of the purchase or delivery, or electronic payment recognized by banks.
2. If payment in installments has been agreed, the consumer – taking into account the conditions in article 3 – shall make the payments according to the installments and percentages stated in the agreement.
3. Payment of the educational service shall take place before commencement of the education. The entrepreneur can require the consumer to pay the full amount no later than 10 workdays before commencement of the education.
4. If teaching materials are purchased without education, payment shall be made at the time and place of delivery. The entrepreneur can require the consumer to pay no more than half the purchase price in advance.

**ARTICLE 11 Overdue payment**

1. The consumer shall be in default from expiry of the due date of payment. After that date has expired, the entrepreneur shall send a reminder for payment and shall offer the consumer the opportunity to make the payment as yet, within 10 workdays after receipt of the reminder.
2. If, after expiry of the term of the reminder, the payment has still not been effected, the entrepreneur is entitled to charge interest and reasonable costs of (extrajudicial) recovery. Interest can be charged from the expiry of the due date of payment and shall be equal to the legal interest.
3. During the processing of a complaint or dispute, pursuant to the conditions in articles 15 and 16, the entrepreneur shall suspend charging interest and recovery costs.

**ARTICLE 12 Noncompliance with the agreement**

1. If one of the parties fails to comply with any obligation from the agreement, the other party can suspend compliance of the opposite obligation. If this concerns partial noncompliance or insufficient compliance, suspension is only allowed insofar as justified by the failure.
2. The entrepreneur has the right of retention if the consumer fails to comply with a claimable obligation, unless this failure does not justify such a retention.
3. If one of the parties fails to comply with the agreement, the other party is entitled to dissolve the agreement, unless the failure is of minor interest, which does not justify a dissolution.

**ARTICLE 13                    Liability of the entrepreneur**

1. To the extent that the entrepreneur fails imputably and the consumer suffers damage from this, the liability of the entrepreneur for damage, not resulting from injury, death or property damage, is limited to compensation of the direct loss.
2. The entrepreneur's liability for injury, death or property damage is not excluded or limited.
3. The liability referred to in paragraphs 2 and 3 includes persons employed by the entrepreneur, respectively persons engaged by the entrepreneur to execute the agreement.

**ARTICLE 14                    Confidentiality**

1. The entrepreneur, his staff and/or persons engaged by him shall treat the information provided by the consumer as confidential. The entrepreneur complies with the currently valid privacy legislation.

**ARTICLE 15                    Questions and complaints**

1. Administrative questions and questions on the contents of the educational service shall be answered by the entrepreneur within 10 workdays, from the date of receipt. Letters that probably require a longer processing time shall be answered by the entrepreneur by return mail with a receipt confirmation and an indication when a more extensive answer can be expected.
2. Complaints about the execution of the agreement shall be submitted to the entrepreneur in a clear, complete and timely manner, after the consumer has observed or could have observed the defects. Complaints submitted within two months shall in any case be considered as timely. If the complaint is not submitted in a timely manner, this can result in the consumer losing her or his rights in this matter.
3. If the complaint cannot be settled in mutual consultation, there shall be a dispute to which dispute resolution can apply.

**ARTICLE 16                    Dispute resolution**

1. The agreement is governed by the laws of The Netherlands, unless, due to compelling law, the laws of another country apply.
2. Disputes between the consumer and the entrepreneur on the creation or execution of agreements concerning services and goods to be provided or provided by the entrepreneur, can be brought, both by the consumer and the entrepreneur, before the Dispute Resolution Committee for Private Educational Institutions, Bordewijklaan 46, P.O. Box 90600, 2509 LP The Hague, The Netherlands. ([www.degeschillencommissie.nl](http://www.degeschillencommissie.nl)).
3. The dispute resolution committee shall only handle a dispute if the consumer first submitted his complaint to the entrepreneur, pursuant to the conditions in article 15, and if this has not resulted in a solution satisfactory to both parties.
4. A dispute has to be brought before the dispute resolution committee, within three months after it was first created.
5. Compensation shall be owed for the resolution of a dispute.

6. If the consumer brings a dispute before the dispute resolution committee, the entrepreneur shall be bound by this choice.
7. If an entrepreneur wishes to bring a dispute before the dispute resolution committee, he first has to ask the consumer in writing to state, within 5 weeks, whether he agrees to this. The entrepreneur also has to serve notice on that occasion that, after expiry of the aforementioned term, he feels free to submit the dispute to the regular court.
8. The dispute resolution committee shall pronounce a decision, taking into account the conditions of the rules and regulations that apply to the committee. The dispute resolution committee's decision is in the form of a binding advice.
9. Solely in those cases where a legally binding dispute resolution for formal education is provided for, such as the student taking examinations, the conditions in this article, paragraphs 2 up to and including 8 shall not apply.

**ARTICLE 17                      Compliance guarantee**

PAEPON guarantees compliance with the binding advice of the Dispute Resolution Committee for Private Educational Institutions, concerning disputes solely with an entrepreneur who is a member of PAEPON. This guarantee expires if this entrepreneur has submitted the binding advice to the assessment of the court, within two months after the advice was served, and the court has ruled definitely that the binding advice is not binding.

**ARTICLE 18                      Alterations**

PAEPON shall only alter these General Terms and Conditions in consultation with Consumers' Organization.