

**General terms  
and conditions**  
**Avans Hogeschool BV**  
**- Consumers -**

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These General Terms and Conditions have been drawn up in consultation between the Association Nederlandse Raad voor Training en Opleiding (NRTO) [Dutch Council for Training and Education] and the Consumentenbond [Consumers' Association] and come into force for contracts concluded on or after 1 January 2021.

## Article 1 - Definitions

Subscription:	An arrangement whereby a one-off or periodic payment is made which entitles the user to unlimited use of a learning offer for a specified period of time..
Distance education:	Type of education in which the teacher and student or course participant are not present in person at the same time.
Contact education:	Type of education with direct interaction between the teacher or trainer and the student or course participant.
Educational service:	The delivery of teaching, education and/or training and/or the provision of course materials and/or the offering of examinations or modular examinations and/or an APL pathway and/or another form of assessment.
APL:	Accreditation of prior learning acquired during earlier work experience or educational programmes. APLs are determined via assessments and can result in shortened (accelerated) training or education pathways.
Formal education:	Education regulated by specific education legislation and which is concluded with a formal diploma, i.e., a legally recognised certificate.
Non-formal education:	Education not regulated by specific education legislation.
Education:	Education, training, course, whether via distance education or contact education.
Start-up costs	The costs incurred in advance by an educator for the purpose of performing the study agreement. An educator always incurs start-up costs for the consumer. These costs include: administration costs, IT costs, marketing costs, staff costs; rental costs for the training location; sending and following up on the documents to be sent or submitted by the student, including the education agreement; if applicable, administering an intake test and/or conducting an intake interview; planning and forming groups, compiling lesson schedules and recruiting and scheduling the instructors; specific information provision; distributing information material; administrative processing of enrolment; creating the student file; creating and setting up the

	student account in the online learning environment; preparing for and conducting any introduction; related expenses such as postage, online licence fees, costs for intake tests, information material, etc.) Or other costs to the extent that an educator can demonstrate these.
Contract:	A contract as referred to in article 2(1).
Distance contract:	A contract concluded between the entrepreneur and the consumer in the context of an organised system for the distance sales of products, digital content and/or services, whereby, up to and including the conclusion of the contract, use is exclusively made of one or more means of distance communication.
Entrepreneur:	Avans Hogeschool BV, Chamber of Commerce Breda: 20097716.
Consumer:	Natural person not acting in the practice of a profession or operation of a business who purchases an educational service from the entrepreneur.

## Article 2 - Applicability

1. These general terms and conditions apply to all contracts between the entrepreneur and the consumer regarding an educational service, whether in relation to formal education or non-formal education.
2. If the entrepreneur also uses other (industry-related) general terms and conditions and those terms and conditions have not been established in consultation with consumer organisations, they do not apply to the contract. This does not apply if those terms and conditions contain provisions on matters for which these general terms and conditions do not provide.  
All the documents form part of the contract, but there may not be any conflict. Examples include provisions contained in the Teaching and Examination Regulations (TER), the education agreement or the registration form. In case of conflict, the provision most favourable to the consumer shall prevail. The entrepreneur may always deviate in favour of the consumer, however, including from the general terms and conditions. If only examinations or modular examinations, APL pathways or other types of assessment are offered, the provisions in article 3(3)(b), article 5(1), article 8(1), article 8(2)(b) and article 9(1) do not apply. If only examinations or modular examinations are offered, the provisions in article 5(1) and (3) to (7) inclusive, do not apply.
3. The entrepreneur can also use other general terms and conditions that have been established 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 contract with reference to what the parties agreed on in this respect when the contract was entered into.

### Article 3 - Offer

1. The entrepreneur makes the offer (preferably) in writing or electronically.
2. The offer contains a complete and accurate description of the educational service and/or of the course materials that are part of the educational service. The offer also indicates whether use of these course materials is mandatory.
3. Every offer must contain such information that it is clear to the consumer what rights and obligations ~~attach~~ apply to acceptance of the offer. The offer shall at least state the following information clearly and comprehensibly:
  - a. in the case of a contract relating to an educational service:
    - + how the contract is to be performed;
    - + when the educational service starts;
    - + the conditions under which the educational service may not go ahead;
    - + where applicable, the entry requirements to participate in the education;
    - + the price including all additional costs and taxes;
    - + the method of payment;
    - + the duration of the contract.
  - b. or in the case of a contract for the purchase of course materials:
    - + the price including all additional costs and taxes;
    - + the method of payment, delivery of course materials and/or performance of the contract;
    - + the delivery time for course materials.
4. These general terms and conditions are expressly made known to the consumer prior to the contract and constitute an integral part of the general information provision by the entrepreneur.
5. The entrepreneur may make the making of an offer and/or acceptance of an order subject to the condition that the consumer provides their personal details and, if and insofar as government regulations so require and/or allow, a copy of a valid passport or identity card.
6. Without prejudice to the provisions of paragraphs 1 to 5 inclusive, in the case of a distance contract, the offer shall also include the following details:
  - a. the identity and address of the entrepreneur, including the visiting address of the entrepreneur's premises;
  - b. the consumer's right to terminate the contract within 14 days in accordance with article 5(5) and (6);
  - c. if additional costs are charged for contact with the entrepreneur via telephone or internet: the amount of the applicable rate;
  - d. the period of validity of the offer.

### Article 4 - Contract

1. The contract is established by the consumer's acceptance of the offer. After the conclusion of the contract, the consumer will receive a confirmation of this in writing or electronically.

2. If the order is placed electronically, the entrepreneur will send an electronic confirmation to the consumer; as long as the entrepreneur has not confirmed receipt of an electronically accepted order, the consumer can cancel the order.
3. After a distance contract has been concluded, the information referred to in article 3(3) and (6) will be provided in writing or on another durable data carrier made available to the consumer and accessible for them.

## Article 5 - Cancellation & (interim) termination of the contract

1. The consumer can at any time cancel or terminate a contract concluded for a definite period of time. The entrepreneur will ensure that the consumer receives confirmation of this. If a contract for contact education has been concluded with a fixed start date, the following cancellation and interim termination policy applies after the expiry of any reflection period. The consumer will in that case pay a reasonable fee for the work already performed, including the Start-up Costs. For clarity, a summary of these costs as a percentage of the agreed price is provided below. These percentages are the maximum fee payable. If the reasonable fee to be paid is lower, the consumer will be charged a lower fee. If the consumer requests this, the entrepreneur will provide supporting documents for the amount of the fee.

	Course is shorter than 1 academic year	Course is 1 academic year or longer than 1 academic year
<b>Cancellation up to 2 months before the start</b>	10% of the agreed price minus study materials not yet received *	10% of the agreed price for only the upcoming academic year and minus study materials not yet received *
<b>Cancellation between 2 months and 1 month before the start</b>	20% of the agreed price minus study materials not yet received *	20% of the agreed price for only the upcoming academic year and minus study materials not yet received *
<b>Cancellation between 1 month and 2 weeks before the start</b>	30% of the agreed price minus study materials not yet received *	30% of the agreed price for only the upcoming academic year and minus study materials not yet received *
<b>Cancellation less than 2 weeks before the start</b>	50% of the agreed price minus study materials not yet received *	40% of the agreed price for only the upcoming academic year minus study materials not yet received *

## Interim termination

In the event of interim termination, 50% (as start-up costs) of the agreed price, minus study materials not yet received, plus the costs of education already followed, regardless of whether you actually attended the session(s) in question. The total costs will never exceed the agreed price. In principle, the costs of education already followed is determined as follows:

- For a programme running over the year: the costs prorated to the number of months/days during which the programme was followed, including the current month.
- For a programme divided into blocks: the costs of the completed block(s)/module(s) plus the costs of the module(s)/block(s) being followed at the time of the interim termination. \*

In the event of interim termination, 40% (as start-up costs) of the agreed price for only the current academic year, minus study materials not yet received, plus the costs of education already followed, regardless of whether you actually attended the session(s) in question. The total costs will never exceed the agreed price. In principle, the costs of education already followed is determined as follows:

- For a programme running over the entire year: the costs prorated to the number of months during which the programme was followed, including the current month.
- For a programme divided into blocks: the costs of the completed block(s)/module(s) plus the costs of the module(s)/block(s) being followed at the time of the interim termination.\*

*\*NRTO members can deviate in your favour from the percentages in the table above by default or in individual cases.*

2. Cancellation before contact education has started or interim termination must take place in writing or electronically;
3. In the event of a contract for only an examination or modular examination, or an APL pathway, the following cancellation policy applies after the expiry of any reflection period:
  - a. cancellation prior to the start must take place in writing or electronically;
  - b. in case of cancellation up to six weeks before the start, the consumer owes the administration costs, up to a maximum of €50. For so-called computer-based exams, this deadline is two weeks before the start;
  - c. if cancellation takes place later than this, the consumer will owe the full, agreed price. Unless the reasonable fee for the work already performed is lower, in which case the consumer will be charged this lower fee. If the

consumer requests this, the entrepreneur will provide supporting documents for the amount of the fee.

4. A contract for distance education can be cancelled after the contract has been concluded and the reflection period has expired, but the consumer remains liable for the full agreed price. Unless the reasonable fee for the work already performed is lower, in which case the consumer will be charged this lower fee. If the consumer requests this, the entrepreneur will provide supporting documents for the amount of the fee. Programmes in subscription format can be terminated free of charge subject to a notice period of maximum one month, once the agreed subscription period has ended and the programme has been automatically renewed.
5. For fourteen days after a distance contract for an educational service has been concluded, the consumer has the right to terminate the contract without giving reasons. If the entrepreneur has not provided all legally required information, including that referred to in article 3(6), this period is fourteen days from the time the entrepreneur has yet provided it, up to a maximum of 12 months after the conclusion of the contract.
6. In the case of a distance contract mainly related to the purchase of course materials, the consumer has a period of fourteen days in which they can terminate the contract without giving reasons. This period starts from the day following the day of receipt of the course materials. However, if the course materials are delivered periodically, as in the case of regular supplements to Syllabi or book packages supplied annually or per semester, the reflection period ends fourteen days from the first day after receipt of the first course materials. If the entrepreneur has not provided all legally required information, including that referred to in article 3(6), these periods are fourteen days from the time the entrepreneur has yet provided it, up to a maximum of 12 months after receipt of the course materials.
7. The entrepreneur will make available to the consumer a form/possibility for the aforementioned termination of the contract. The consumer is not obliged to use this form for this purpose.
8. With due observance of the provisions of paragraph 9, in the event of termination in accordance with paragraphs 5 and 6, the consumer is entitled to a refund, free of charge, of what they have already paid. The entrepreneur will refund as soon as possible and in any case within 14 days of the termination.
9. In the event of termination according to paragraphs 5 and 6, the consumer must return any course materials received from the entrepreneur to the entrepreneur as soon as possible. The entrepreneur is entitled to charge the consumer the direct costs of the return shipment. The return shipment takes place at the consumer's risk. Course materials presented on an electronic data carrier of which the packaging seal has been broken cannot be returned and the price for such materials must be paid in full by the consumer to the entrepreneur.
10. If the consumer relies on the possibility of termination provided for in paragraphs 5 and 6, any additional loan agreement agreed as a payment arrangement from the entrepreneur to the consumer will be terminated by operation of law, without the consumer being liable for any penalty.



11. The educational service can start during the reflection period only at the express request of the consumer. In such cases, the consumer retains the right to terminate the contract in accordance with paragraph 2. If the consumer terminates the contract within the reflection period in such a case, they will owe the entrepreneur a prorated part of the price of the educational service.
12. If the educational service is largely offered by means of an electronic (learning) environment, the right of termination ends at the start of the educational service, provided that:
  - a. the consumer has expressly agreed in advance that performance can begin before the end of the termination period and the consumer declares that they waive their right to terminate, and
  - b. the entrepreneur has confirmed the declaration referred to in a to the consumer.
13. If, in the entrepreneur's opinion, the number of registrations for a particular programme or particular training module is insufficient, the entrepreneur is free to cancel the particular programme or training module or agree with the consumer on a different location, date and/or time for the programme or training. If the entrepreneur and the consumer do not reach agreement on these changes, the consumer has the right to cancel the relevant programme or training module free of charge.

## **Article 6 - Copyrights**

The course materials provided are for personal use only. All items provided by the entrepreneur, such as books, mock exams, readers and software are subject to copyrights of the entrepreneur or third parties. The items referred to in this article may not be reproduced, made public and/or otherwise brought to the knowledge of third parties or provided to third parties, either during the course of the programme or thereafter, without the express prior permission of the entrepreneur. Nor is it permitted to make the material public in modified form or use it under one's own name without the written permission of the entrepreneur.

The copyright/property rights to the course/programme belong entirely to the entrepreneur.

## **Article 7 - Price changes**

1. If a price change occurs within three months of the conclusion of the contract but before the educational service starts, it will not affect the agreed price.
2. The consumer is entitled to terminate the contract if the price is increased after three months from the conclusion of the contract but before the educational service starts.
3. Paragraphs 1 and 2 do not apply to price changes arising from the law.

## **Article 8 - Delivery**

1. Course materials
  - a. The entrepreneur will deliver the course materials to the consumer in a timely manner. Timely delivery is understood to include providing timely access to course materials provided electronically.
  - b. In the event of the purchase of course materials on their own without the provision of education, the maximum delivery time is 30 days, unless otherwise agreed. If this delivery time is exceeded, the consumer can terminate the contract without notice of default.
  - c. If the wrong course materials are provided or the course materials provided are damaged, the entrepreneur will replace these immediately at no cost to the consumer.
2. Correction work
  - a. The consumer will be informed of the time period in which submitted assignments or tests will be corrected.
  - b. The time at which corrections are received must be reasonable in relation to the moment at which the next stage in the education starts or the time at which any resit of examinations/assessments is scheduled.

## **Article 9 - Conformity and breach of contract**

1. The educational service and course materials provided must meet the consumer's reasonable expectation. If the consumer fails to perform their obligations, the entrepreneur is authorised to suspend its obligations. If the entrepreneur fails to perform its obligations, the consumer may suspend their obligations. In case of partial or unsatisfactory performance, suspension is only allowed to the extent justified by the failure.
2. The entrepreneur has the right of retention if the consumer fails to satisfy a due and payable obligation, unless the failure does not justify such retention.
3. If one of the parties is in breach of performing the contract, the other party is entitled to terminate the contract for breach, unless the breach does not justify termination in view of its minor significance.

## **Article 10 - Payment**

1. Payment is made by crediting the amount due to a bank account specified by the entrepreneur at the time of purchase or delivery, or payment by forms of electronic payment recognised by banks.
2. If payment in instalments has been agreed, the consumer must – subject to the provisions of paragraph 3 – pay according to the instalments and percentages as set out in the contract.
3. Payment for the educational service is made before the programme starts. The entrepreneur can require the consumer to pay the full amount no later than 10

working days before the day the educational service starts, as referred to in article 3(3)(a).

4. In the event of the purchase of course materials on their own without the provision of education, payment must be made no later than at the time and place of delivery. The consumer may be required by the entrepreneur to make an advance payment of up to half of the purchase price.

### **Article 11 - Late payment**

The consumer is in default from the expiration of the payment date. After that date has passed, the entrepreneur will send a payment reminder free of charge and give the consumer the opportunity to pay within 14 days of receiving this payment reminder.

- a. If the consumer does not meet his/her payment obligation(s) on time, the entrepreneur will send the consumer a reminder. The consumer is given another 14 days to pay.
- b. If the consumer has still not paid after this period has expired, the entrepreneur is entitled to charge statutory interest on the outstanding amount, along with extrajudicial collection costs.
- c. These collection costs will not exceed: 15% on outstanding amounts up to €2,500; 10% on the next €2,500 and 5% on the next €5,000, with a minimum of €40.
- d. The entrepreneur can deviate from the aforementioned amounts and percentages to the benefit of the consumer.

### **Article 12 - Suspension**

During the handling of a complaint or dispute in accordance with the provisions of articles 15 and 16, the entrepreneur will suspend the charging of interest and collection costs.

### **Article 13 - Liability of the entrepreneur**

Insofar as the entrepreneur fails attributable and the consumer suffers damage as a result, the entrepreneur's liability for damage not resulting from injury, death or property damage is limited to compensation for direct damage. The entrepreneur's liability for injury, death or property damage is not excluded or limited. The liability extends to persons employed by the entrepreneur or to persons appointed by the entrepreneur for the performance of the contract.

## Article 14 - Confidentiality

Information provided by consumers is treated confidentially by the entrepreneur, the entrepreneur's personnel and/or persons working for the entrepreneur. The entrepreneur complies with applicable privacy legislation.

## Article 15 - Questions and complaints

1. The entrepreneur intends to answer the question or complaint as soon as possible and in an entirely satisfactory manner. For the handling of questions or complaints of an administrative nature or about the content of the programme, the entrepreneur can be reached by telephone and email. These questions or complaints will be answered by the entrepreneur within 10 working days from the date of receipt. Questions or complaints that require a longer processing time will be responded to by the entrepreneur upon receipt, confirming receipt and indicating when the consumer can expect a more detailed answer.
2. The entrepreneur will, of course, make every effort to avoid errors in the study package and its shipment. Should something not be right despite this, the consumer must report this within 10 days of receiving the package. A complaint must be submitted to the entrepreneur in a timely manner and with a full and clear description of the problem. Complaints not submitted within 2 months are inadmissible. If the complaint cannot be resolved in mutual consultation, a dispute arises which can be subjected to the dispute settlement procedure described in article 16.

## Article 16 - Dispute settlement procedure

1. The contract is governed by Dutch law, unless the law of another country applies under mandatory law.
2. Disputes between the consumer and the entrepreneur concerning the conclusion or performance of contracts relating to services and goods to be provided or delivered by this entrepreneur can be submitted by either the consumer or the entrepreneur to the Disputes Committee for Private Educational Institutions. More information can be found at: [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl).
3. The Disputes Committee will only deal with a dispute if the consumer has first submitted their complaint to the entrepreneur in accordance with the provisions of article 15 and this has not resulted in a mutually satisfactory solution.
4. A dispute must be submitted to the Disputes Committee within 12 months after submitting the complaint in accordance with the provisions of article 15.
5. A fee is payable for the handling of a dispute.
6. If the consumer submits a dispute to the Disputes Committee, the entrepreneur is bound by this choice.
7. If the entrepreneur wants to submit a dispute to the Disputes Committee, it must first ask the consumer in writing to express their opinion within 5 weeks as to whether they agree to this. In this notice, the entrepreneur must also notify the

consumer that after the aforementioned period has expired, the entrepreneur considers itself at liberty to submit the dispute to the ordinary courts.

8. The Disputes Committee will rule in accordance with the provisions of the regulations applicable to it. The decision of the Disputes Committee takes the form of a binding opinion.
9. Only in those cases where binding legal dispute resolution is provided for in formal education, such as the provisions for student examinations, do the provisions of paragraphs 2 to 8 of this article not apply.

## **Article 17 - Compliance guarantee**

1. The NRTO guarantees compliance by its members with the binding opinions of the Disputes Committee for Private Educational Institutions, unless the member submits the binding opinion to the court for setting aside within two months of it having been sent.
2. The NRTO does not guarantee compliance if, before the consumer has satisfied the intake requirements for the dispute to be handled (payment of complaint fee, receipt of completed and signed questionnaire and any lodging of deposit), one of the following situations occurs:
  - + the member has been granted suspension of payments; or
  - + the member has been declared bankrupt; or
  - + the member has effectively ceased its business operations.

The determinative date for the last of these situations is the date on which the business termination was registered in the commercial register or an earlier date for which the NRTO can plausibly demonstrate that the business activities actually ended.

3. The guarantee by the NRTO is limited to €5,000 per binding opinion. The NRTO provides this guarantee under the condition that the consumer invokes this guarantee and transfers (assigns) to the NRTO their claim under the binding opinion up to maximum the amount paid out simultaneous with the honouring of their reliance on the compliance guarantee. For the excess, the NRTO has a best-efforts obligation to ensure that the member complies with the binding opinion.

## **Article 18 - Amendments**

Avans Hogeschool BV will only amend these general terms and conditions in consultation with the NRTO and the Consumentenbond.