

## **TERMS AND CONDITIONS DUTCH DRIVING**

### **COVID-19 REGULATION**

In the event of a positive COVID infection, we will not drive with the relevant candidate for 14 working days. In the event of a possible exam, we will also move the exam. Also with a crash course.

### **ARTICLE 1**

#### **Obligations of the Driving School**

You will receive theory and practical lessons from a driving instructor who meets the requirements of the Motor Vehicle Driving Instruction Act (WRM). For example, he or she has a valid instructor pass.

You will receive lessons from the same instructor as much as possible. In exceptional cases, you may be taught by another instructor.

Your exam must be requested by the driving school at the CBR within 3 weeks after you have applied for and paid for it. For this, the driving school must send the application electronically to the examination institute and pay the costs.

In principle, you take the driving test with the car/motorcycle in which you had driving lessons. However, it is also possible that you take the exam in a replacement vehicle.

The driving school has taken out good company insurance in case something happens, for which it is liable towards you.

### **ARTICLE 2**

#### **Obligations of the student**

You must be 16.5 years old to take classes. You must also always have a valid ID with you during the lessons.

Make sure you are ready for the driving lesson on time and at the agreed place. If you are a little late, rest assured that your instructor will always wait 15 minutes at the agreed place. If you are not there yet, the driving school has the right to charge for that driving lesson.

You may cancel or reschedule a driving lesson. Do this as early as possible, because if you cancel or change a driving lesson within 48 hours of the agreed time, the driving school has the right to charge you for this lesson. Saturdays, Sundays and recognized holidays are included in these 48 hours. If the instructor is not available, unsubscribe by sending a text message.

A lesson that is canceled too late will not be charged to you if you have an urgent reason, as a result of which you cannot reasonably be asked to pay for the driving lesson. An urgent reason is, for example, if there is a deceased in your immediate family (up to and including the 2nd degree) and the funeral has yet to take place, or if you are urgently admitted to hospital. No urgent reason is, for

example, illness (if you are already unwell the day before, you must indicate this in good time), hospitalization without emergency or vacation.

The student provides all necessary information about his/her medical and/or psychological condition, medicine, alcohol and/or drug use truthfully to the driving school.

If the student withholds something from what is stated in 2.5, the driving school has the right to terminate the lessons (agreement) immediately, without any refund of tuition fees.

In case of damage caused as a result of the situations mentioned in 2.5, the driving school has the right to recover this from the student.

Should the candidate purchase an exam guarantee package and drive at another driving school in the meantime, the guarantee on a re-exam will lapse. Even if the candidate wants to take the exam against the advice of his instructor, the exam guarantee will immediately expire. Candidates who also drive at another driving school cannot take a practical exam with us. If the exam has been paid to us by the candidate, you will receive a refund from us and you can continue the driving lessons at another driving school. We then do not wish to continue driving with the candidate.

### **ARTICLE 3**

#### **Some rules apply to the payment of the services purchased**

The driving school may charge you for administration costs and other costs incurred to complete your registration.

It is usual that you pay in cash immediately after your driving lesson and that you pay in cash when you receive theory books and other material. You may also agree with your driving school to pay in another way, for example by bank (usual for package payments).

If you do not pay on time, the driving school uses the following procedure:

If there is a delay in payment, you will initially receive a verbal warning. However, if this is also omitted, you will receive an invoice for the backlog 7 days after the warning.

The driving school has the right to increase the amount of the arrears with a minimum of 15.00 in administration costs. In addition, the driving school may start charging interest on the amount owed after 14 days have passed after the agreed payment term. This interest is the statutory interest, increased by 2% on an annual basis.

Fortunately, it is rare that students do not pay their debts to the driving school. However, if this does occur, know that the driving school owner can and will engage a collection agency. Then of course there are additional costs, which you have to bear yourself.

Payments for individual lessons may be made in the car. Package payments of 10 or more lessons always via the bank or at the office. You will always receive a receipt from us with a driving school stamp if you pay in cash. If you pay for a package with an instructor, the risk is for yourself. Dutch Driving cannot be held liable in any way.

## **ARTICLE 4**

### **Agreement**

By taking a course you automatically agree to our terms and conditions.

Validity of your driving school package is 12 months. In the event of injuries or illnesses that make it impossible to take driving lessons or take an exam, we can freeze the package for another 12 months. This must be requested by email. In any other situation, the package loses its validity after 12 months. Refunds are no longer possible after this.

Keep in mind when we freeze the package the increase must be paid in the new year. So you pay the difference with the new price. You pay this immediately after the freezing date has passed.

Payment in installments is possible with the packages. Usually 2-3 installments. The payment term is always before the start of your 1st lesson or before the expiry of a special promotion date.

The second installment must be paid for half of the training with 2 installments and with 3 installments you pay the installments to divide the same number of lessons by 3 of course (for example with 30 lessons, for the 1st lesson term 1, for the 10th lesson term 2, for the 20th class term 3)

If you have purchased a package and you obtain your driver's license, while you have not yet fully used the package, you are entitled to a refund (keep in mind that if you have had a discount, you will get the same lesson rate back and not a full lesson price ).

Exam guarantee only counts for 1 re-examination. If you fail the 1st re-examination, you pay a full 2nd re-examination.

## **ARTICLE 5**

### **Driving (re) exam or interim test**

At the time of an exam, all outstanding items must be paid. If this is not the case, the instructor has the option of canceling the exam. The costs arising from this will be borne by the student.

As described earlier, the driving school must have requested a number of things from CBR within two weeks after you have applied for the exam.

Suppose your exam is cancelled, then the following applies: If you do not show up for your exam or appear too late, due to reasons that can be attributed to you, you must pay for the new exam. If, for example, your exam is canceled because you were unable to show the correct, valid documents (such as the theory certificate or proof of identity), you must bear the costs of a new exam yourself. If you have an exam guarantee package, it will expire immediately in one of the above cases.

The driving school may pass on an increase in exam rates to you. If you indicate that you would like to know why this increase is passed on, your driving school must indicate in writing what the price change consists of exactly.

Re-examination with exam guarantee packages lapses if the advice of the instructor is not followed. The instructor determines whether you are ready. If you go through with it, we will schedule the exam and if you fail, you will pay the full exam amount indicated on the site for the re-examination.

Exam guarantee means that if you fail the 1st time, we request the re-examination and the candidate pays for car use and hands in 1 lesson hour during the exam. The guarantee only applies to the 1st exam. So if you fail the 2nd exam, you then pay the full amount for the exam as stated on our site.

## **ARTICLE 6**

### **Cancellation exam**

Imagine that the driving test is canceled due to bad weather, for example because of sleet or snow. Then you do not have to pay for the new exam yourself. The driving school will not pass on any costs to you for the lost lesson hour. Also applies to the following cases:

if someone in your family, or in the family of the instructor, dies up to and including the second degree and the funeral or cremation has yet to take place, or if the exam is scheduled on the day of the funeral or cremation itself;

if the vehicle cannot be used during the exam (for example due to an unexpected defect) and there is no other vehicle of the same or of a similar type available;

if the examiner rejects the vehicle because something is not right and there is no other vehicle of the same or similar type available.

## **ARTICLE 7**

### **Stop the lessons**

You decide, for whatever reason, that you want to stop your training: If you have not agreed a lesson package, you can always stop your training immediately. This must still be observed 48 hours before the agreed lesson hours.

If you have agreed a lesson package, you can only stop in consultation with the instructor. By default, the complete lesson package must be paid and no refunds are possible. You have exceptional cases, such as life-threatening illnesses or if you do not recover from an injury within 12 months. Then you will receive a refund, minus the administration costs of €25. The driving school will also ask for a letter from the general practitioner or specialist. If you cannot hand this over, the package cannot be canceled and full payment must be made.

The instructor always has the option to stop the driver training with a reason (unlike in the case of serious illnesses or injuries that have a longer recovery time than 12 months. All amounts already paid in advance will be refunded. Also a cancellation fee of €145 will be paid if we agree to the cancellation.

In the event of a refund, the individual lesson price will be charged for the lessons that have been taken, plus € 25 administration costs. Even if you had a promotional package, because this promotional price expires immediately after approval of cancellation by the driving school. Refund always takes place 6 weeks after approval of cancellation of the package. The trial lesson, which is free when purchasing a package, will still be charged.

If you cancel or do not use the practical exam or interim test, we will reimburse the price of 2 driving lessons.

## **ARTICLE 8**

### **Indemnification / Liability**

Suppose you receive a ticket during the driving lesson or the exam or cause damage to the car of another road user or to your training car. Then the following agreements apply:

As a rule, the driving school owner cannot hold you liable for fines or damage. He bears the risk himself.

If you misbehave intentionally during the driving lesson that a collision occurs despite the intervention of your instructor, you can be held liable.

It is strictly forbidden to be under the influence of alcohol and/or other substances that can affect driving skills during driving lessons. If it turns out that you were under the influence after a collision, you will be held liable. It is forbidden to take medicines that can affect your driving skills during your driving lesson. This is clearly stated on the packaging. You can also be held liable in the event of a collision.

You must inform the driving school if you are disqualified from driving. You can get this, for example, if you have been sued for driving drunk on a (moped) bicycle. You are not allowed to drive a car. If you have not told the truth and you still take driving lessons, you are liable for any (financial) consequences such as fines or damage.

## **ARTICLE 9**

These general terms and conditions are exclusively governed by Dutch law.[:]