



## Driving School Dutch Driving - Terms and Conditions

These general terms and conditions contain the provisions for providing driving lessons and theory courses, including the associated actions of the driving school and CBR exams. They apply to the driving school mentioned in the lesson agreement, hereinafter referred to as Driving School Dutch Driving. The lesson agreement provides further details on the agreements between the enrolled candidate and Driving School Dutch Driving, where the candidate chooses a training program, whether in the form of a package or individual lessons.

### ARTICLE 1

Upon purchasing a driving lesson package or theory course, the student automatically agrees to the general terms and conditions of Driving School Dutch Driving.

1.0 The term 'candidate,' as mentioned in the lesson agreement, is understood here as 'the student.' The term 'student' also includes 'parent,' 'legal representative,' or 'company,' if the provision in the general terms and conditions pertains to paying the lesson fee and/or other costs related to providing driving education by Driving School Dutch Driving to the student. When these general terms and conditions refer to 'he' or 'his,' it also means 'she' or 'her.' The term 'lesson agreement' refers to the contract for services, where the candidate acts as the client, and Driving School Dutch Driving acts as the contractor.

#### Obligations of Driving School Dutch Driving

1.1 The candidate receives practical lessons from an instructor who meets the requirements of the Road Traffic Act (WRM). The instructor holds a valid 'instructor certificate.'

1.2 The candidate receives periodic information about his/her progress and its relation to the examination requirements.

1.3 The driving school reserves the driving exam within two weeks after the exam fees are paid, and the instructor approves the exam application.

1.4 The candidate takes the driving exam primarily with the car in which the driving lessons were given. However, in case of force majeure, it may happen that the candidate takes the exam in a substitute car.

1.5 The duration of the driving lesson, namely 50 minutes, is fully utilized for giving the driving lesson; the feedback at the end of the lesson is part of the lesson.

1.6 Driving school Dutch Driving has taken out business insurance in case it is liable.

1.7 The candidate receives lessons as much as possible from the same instructor.

1.8 If lessons cannot take place due to the instructor's illness, an accident, weather, and/or traffic conditions, sudden car breakdown, the candidate is informed as soon as possible and a new appointment is made, or a substitute instructor is assigned. In such a case, the candidate cannot claim a refund and/or compensation.- But of course we will not charge the lesson what was cancelled due to these situations.

### ARTICLE 2 Obligations of the Candidate

2.1 To attend lessons, the candidate must have reached the legal age for the respective category in the Netherlands and always carry an identification document during the lessons.

2.2 The candidate ensures being ready for the driving lesson on time and on the agreed date and place. If the candidate is late, the instructor waits a maximum of 15 minutes at the agreed-upon location. If the candidate is still not present, Driving school Dutch Driving has the right to charge for the lesson, even if the lesson exceeds 50 minutes(for example when you booked multiple lessons).

2.3 The candidate may cancel or reschedule a driving lesson up to 24 hours before the start. After this period, Dutch Driving has the right to charge for the lesson due to the reserved time.

2.4 The candidate must present a valid identification document and, if required, a valid theory certificate during an examination of driving skills (theory exam, interim test, or other partial examination, and driving exam).

2.5 The candidate provides all necessary information about his/her medical and/or psychological condition, medication use, alcohol and/or drug use truthfully to Driving school Dutch Driving.

2.6 If the candidate withholds information mentioned under 2.5, Driving school Dutch Driving has the right to terminate the lessons (lesson agreement) immediately without any refund of lesson fees.

2.7 In case of damage resulting from the situations mentioned in 2.5, Driving school Dutch Driving has the right to recover this from the candidate.

2.8 Once there is a prohibition on the right to drive motor vehicles, the candidate must report this immediately to Driving school Dutch Driving. If the candidate fails to report this, the driving school cannot be held liable, and the lesson agreement can be terminated without a refund.

### ARTICLE 3 Payment Terms

3.1 Payments for individual lessons are only possible in cash with the instructor or at the office and must be made at the beginning of each lesson. For payment of multiple lessons in cash, coordination must take place in advance with the driving school. If payment is made to the instructor without consultation with the driving school, Dutch Driving is not responsible if something goes wrong.

3.2 For partial payments in lesson packages, half of the package must be paid no later than one week before the first lesson. The remaining part must be paid when half of the lesson package is completed. For amounts higher than € 2000, a payment plan in three installments is possible. The first part must be paid one week before the first lesson, the second part when a third of the lesson package is completed, and the last part when two-thirds of the lesson package is completed. The practical exam is requested after full payment of the package. For 3 installments we charge additional fee of € 12,50.

3.2.1 The practical exam is requested after full payment of the package.

3.3 If the candidate is negligent with payment, Driving school Dutch Driving reserves the right to involve a debt collection agency. The additional costs are borne by the candidate.

### ARTICLE 4 Driving Exams

4.1 If the candidate does not appear or is late for the exam due to reasons attributable to the candidate, the candidate bears the costs for a new application. The original exam is canceled, and the full amount is due, even with an exam guarantee package.

4.2 If the driving exam is canceled due to bad weather, such as ice or snow, the candidate does not have to pay for the new exam.

4.3 Exam guarantee is a one-time offer. If the candidate fails, the driving school covers the costs of the second exam. However, the candidate pays for the use of the car for the second exam. If the candidate also fails the second exam, the full costs are due for subsequent exams as indicated on the website of the driving school for the respective category.

4.3.1 Exam guarantee expires if the candidate does not follow the instructor's advice. In that case, the candidate must fully pay for the second exam.

### ARTICLE 5 Termination of Agreements

5.1 Driving school Dutch Driving has the right to terminate all forms of agreements if:

There is a strong suspicion that the candidate deliberately provided incorrect information to Driving school Dutch Driving (see article 2.5).

There is a strong suspicion that the candidate deliberately does not cooperate with the progress of the lessons.

5.2 If the agreement is entered into for a lesson package, the candidate can terminate this package for such urgent reasons that it cannot reasonably be expected to continue. Examples of this include illness and injuries with a recovery time of more than a year. The package is then frozen for a year. If an amount has been prepaid, the driving school will refund the amount due, reduced by the number of completed driving lessons and 15% cancellation fees on the entire package amount, and administrative costs. If not all lessons have been taken, the candidate is entitled to a refund. This happens within 21 working days after obtaining the driver's license.

5.3 Lesson packages are valid for 12 months and can be extended in exceptional cases (article 5.2). Please note that an annual indexation takes place, such as an increase in CBR costs, resulting in additional costs for an extension. The difference is then passed on. If no extension has been requested within those 12 months, the lesson package expires. Extension must be requested in writing and by email.

5.4 Theory exams must be paid in advance. Also for theory courses, the exam must be paid in advance.

#### ARTICLE 6 Additional Agreements

6.1 Driving school Dutch Driving may if necessary, make additional agreements with the student which will be recorded in a lesson agreement.

6.2 However, these general terms and conditions remain applicable to all our agreements.

#### ARTICLE 7 Applicable Law and Competent Court

7.1 This agreement is governed by Dutch law.

7.2 All disputes arising between parties regarding this agreement and its execution are exclusively submitted to the competent court at the location of the driving school.

I, the undersigned, hereby declare to have read this lesson agreement with the general terms and conditions and agree to them.

Name:

Address:

City:

Date:

Signature:

If you are under 18 years old, this agreement must be signed by a (foster) parent, guardian, or authorized caregiver. Additionally, a copy of the identity document of the (foster) parent, guardian, or authorized caregiver must be provided to the driving school.

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Driving School Dutch Driving

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