



GENERAL TERMS AND CONDITIONS

B2B for Private Education and Training

These General Terms and Conditions comply with the terms and conditions drawn up by the Branchevereniging Nederlandse Raad voor Training en Opleiding (NRTO) [Sector Association of the Dutch Council for Training and Education].

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Article 1 – Definitions

Subscription	An arrangement whereby a one-off or periodic payment is made that entitles you to unlimited use of a learning offer for a certain period.
Educational Service	The provision of education and/or training, and/or the supply of teaching materials and/or offering (partial) exams and/or an EVC trajectory and/or another form of assessment.
Contract	A contract as referred to in Article 4.
You	You, i.e. the employer (or his/her employee, also known as the student) or the legal successors of the employer or self-employed person who acts in the exercise of a profession or business and who purchases an educational service from the Trainer.
Trainer	A private trainer/training agency with a valid NRTO membership.

Article 2 – Applicability

These General Terms and Conditions of the NRTO are not mandatory for NRTO Trainers, but the member can declare these general terms and conditions applicable by submitting/publishing these General Terms and Conditions. If the general terms and conditions have been declared applicable, this applies to all offers, activities, quotations and contracts for training and education concluded between you and the Trainer.

Article 3 – Offer

The Trainer will (preferably) make the offer in writing or electronically.

Article 4 – Contract

1. The assignment is accepted provided there is full consensus between the parties regarding the content and performance conditions. The consensus on the content of the assignment is established because, on the one hand, the Trainer collects the necessary information in a sufficiently detailed manner, and on the other hand, has provided you with all the essential information to the best of its knowledge for the design and execution of the assignment. The contract is concluded by your acceptance of the General Terms and Conditions B2B NRTO 3 offer. Upon conclusion of the contract, you will receive a confirmation of this in writing or by electronic means.
2. If facts or circumstances arise during the execution of the assignment that (would) affect the original consensus reached, the Trainer and you will discuss this in good time in order to adapt the agreements to the changed situation.

Article 5 – Cancellation and (early) termination of the contract

1. You can cancel and/or terminate a contract concluded for a definite period at any time. The Trainer will send you confirmation of this. You are, however, bound by the following cancellation scheme or early termination scheme.

Cancellation period	Education is shorter than 1 academic year
Cancel up to 2 months before start	30% of the agreed price after deduction of any study material not yet received
Cancel between 2 months and 1 month before start	50% of the agreed price after deduction of any study material not yet received
Cancel between 1 month and 2 weeks before start	70% of the agreed price after deduction of any study material not yet received
Cancel less than 2 weeks before start	100% of the agreed price after deduction of any study material not yet received
Early termination	100%

2. Cancellation before the education has started, or for early termination, will be in writing or electronically;
3. Courses in subscription form with automatic renewal can be cancelled free of charge after the agreed subscription period with a notice period of 12 months. The Trainer has the right to withdraw from an assignment if proper execution of the assignment is impeded due to changes beyond his/her control.

Article 6 – Copyright

The course material offered is for personal use only. All items provided by the Trainer, such as books, mock exams, readers, models, General Terms and Conditions B2B NRTO 4 techniques, instruments and software are copyrighted by the Trainer or third parties. Both during the term of the training and afterwards, the items referred to in this article may not be reproduced, made public and/or otherwise brought to the notice of third parties or provided to third parties without the express prior written permission of the Trainer. Publishing the material in modified form or use under another name (such as your own) is not permitted without written permission from the Trainer. The copyright/property rights to the course rest entirely with the Trainer.

Article 7 – Price changes

If a price change occurs within three months after conclusion of the contract, but before the start of the educational service, this shall not affect the agreed price.

Article 8 – Delivery

Teaching materials: the Trainer will deliver the teaching materials to you on time. Timely delivery also includes the timely provision of access to teaching materials that are offered electronically.

Article 9 – Conformity and non-fulfilment of the contract

1. The educational service and teaching materials provided must meet your reasonable expectations. If you do not fulfil your obligations, the Trainer is authorised to suspend his/her obligations. If the Trainer does not fulfil his/her obligations, you may suspend your obligations. In the event of partial or improper fulfilment, suspension is only permitted insofar as the shortcoming justifies it.
2. The Trainer can exercise the right of retention should you be in breach of an enforceable obligation, provided that such right of retention is justified.
3. If one of the parties is in default concerning the fulfilment of the contract, the other party is authorised to dissolve the contract unless the shortcoming does not justify dissolving the contract in view of its minor significance.

Article 10 – Payment

1. Payment takes place by transferring the due amount to a bank account specified by the Trainer at the time of purchase or delivery, or payment by means of electronic payment recognised by banks.
2. If payment in instalments has been agreed, you must – with due observance of the provisions described in Paragraph 3 – pay in accordance with the instalments and percentages described in the contract.
3. Payment of the educational service must be received before the start of the educational service. The Trainer may require you to pay the full amount no later than 30 working days before the start of the educational service.

Article 11 – Non-timely payment

You are in default from the expiry of the payment date. The Trainer is entitled to charge commercial interest on the amount still owed and the other costs, including extra-judicial collection costs.

Article 12 – Suspension

The Trainer shall suspend the charging of interest and collection costs during the handling of a complaint or dispute in accordance with the provisions of Articles 15 and 16.

Article 13 – Company liability

Insofar as the Trainer fails imputably and you suffer damage as a result, the Trainer's liability is limited to compensation for direct damage. The total damage the Trainer is responsible for shall never be higher than the costs you paid for the relevant Educational Service through which the damage manifested itself.

Article 14 – Confidentiality

Article 14 – Confidentiality Information provided by you will be treated confidentially by the Trainer, his/her staff and/or persons working for him/her. The Trainer complies with the applicable privacy legislation.

Article 15 – Questions and complaints

It is the intention of the Trainer to answer any questions or address any complaints as soon as possible and to your complete satisfaction.

Article 16 – Dispute resolution

1. The contract is governed by Dutch law unless the law of another country is applicable on the basis of mandatory law.
2. The Trainer and you try to find a solution through reasonable consultation. If this fails, the parties can submit the dispute to the competent court.
3. NRTO Trainers must adhere to the NRTO Code of Conduct for the profession and company. The NRTO promotes compliance with these general terms and conditions and the code of conduct because complaints can be investigated and measures taken if infringements are found. If you are of the opinion that the NRTO Trainer does not comply with the above-mentioned NRTO rules, you can submit this complaint to the Commissie van Kwaliteitshandhaving [Quality Enforcement Commission]. The client can submit a complaint in writing to this commission for the attention of the Secretariat van de NRTO [NRTO Secretariat].

Article 17 – Supplementary questions

In addition to that included in these General Terms and Conditions, the Trainer can make additional agreements with you (for example):

- the determination of the target group;
- conditions for participation, such as voluntary participation;
- the determination of the educational needs;
- the training subject to be used;
- the working methods employed;
- the materials and/or technical aids to be used;
- the reality value with respect to the training expectations;
- the choice of Trainers to be deployed by the company and the client and the designation of a possible project leader;
- the role of the Trainer(s);
- an indication of the duration of the training and any phasing;

- the way in which the programme is evaluated;
- any subsequent discussion;
- the cost estimate;
- costs of training material;
- travel and accommodation costs of the Trainer;
- extra costs for training outside usual working days;
- costs for accommodation and facilities such as refreshments etc. and the division of tasks of the organisation thereof;
- the charging of quotation costs;
- the payment and cancellation arrangements (in addition to the above);
- provisions regarding force majeure situations (in addition to the above);
- the proprietary rights and copyrights including copyright (in addition to the above);
- the desired or necessary after-care;
- the applicable VAT regime.