

GENERAL TERMS AND CONDITIONS

Education and training to consumers and individuals

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]. These General Terms and Conditions have been drawn up in consultation with De Consumentenbond [the Consumers' Association] in November 2020 and will come into effect no later than 1 September 2021.

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Article 1 – Definitions

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| Subscription | An arrangement whereby a one – off or periodic payment is made and which entitles you to unlimited use of a learning offer for a certain period of time. |
| Distance learning | Form of education in which the teacher and you are not physically present. |
| Contact education | Form of education with direct interaction between teacher or trainer and student. |
| 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. |
| EVC | Competences acquired during previous work experience or training. EVCs are determined through assessments and can lead to a shortened (accelerated) training process. |
| Formal education | Education regulated by specific education legislation and concluded with a formal diploma being awarded, that being a legally-recognised diploma. |
| Non – formal education | Education not regulated by specific education legislation. |
| Education | Education, course and/or training, both distance education, face – to – face education and education in the form of a subscription. |
| Contract | A contract, as referred to in Article 2 Paragraph 1. |
| Distance contract | A contract concluded between the company and you based on an organised system for the distance selling of products, digital content and/or services, whereby exclusive use is made up of one or more techniques for remote communication up to and including the conclusion of the contract. |
| Start – up costs | Costs incurred by a Trainer for the implementation of the study contract in advance. A Trainer always incurs start – up costs for you. These costs include: administration costs, IT costs, marketing costs, personnel costs; rent of training location; sending and following up on documents to be sent in or supplied by the student, including the education contract; if applicable, conducting an intake test and/or conducting an intake interview; planning and compiling the group divisions, class schedules and recruitment and planning of teachers; provision of specific information; distributing information material; administrative processing of the registration; setting up student files; setting up the student account in the online learning environment; preparations for and implementation of an introduction if required; related expenses such as postage, online licence fees, costs for intake tests, information material, etc.) Or other costs insofar as a Trainer can demonstrate these. |
| You | Natural person who does not act in the exercise of a profession or business and who purchases an educational service from the company. |

Article 2 – Applicability

1. These General Terms and Conditions apply to all contracts between the company and you with regard to an educational service, both regarding formal education and non – formal education.

2. If the company also uses other (sector-related) general terms and conditions, and those terms and conditions have not been established in consultation with consumer organisations, then those terms and conditions do not apply to the contract. This does not apply if it contains provisions that are not regulated in these general terms and conditions. All documents form part of the contract but there must be no conflict. Examples include the provisions in the Onderwijs- en het examenreglement (OER) [Education and Examination Regulations], the education contract or the registration form. In the event of a conflict, the provision most favourable to you will apply. However, the company may always deviate in favour of you with regard to the general terms and conditions. If only (partial) exams, PPL trajectories or other forms of assessment are offered, the provisions described in Articles 3 Paragraph 3b, 5 Paragraph 1, 8 Paragraph 1, 8 Paragraph 2b and 9 Paragraph 1 are not applicable. If only (partial) exams are offered, the provisions of Article 5 Paragraph 1 and Paragraphs 3-7 are not applicable.
3. The company can also use other general terms and conditions that have been established in consultation with one or more consumer organisations. In this case, the disputes committee referred to in Article 16 will determine which terms and conditions apply to the contract on the basis of what the parties have agreed on when the contract was concluded.

Article 3 – Offer

1. The company 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 teaching material that is part of the educational service. The offer also indicates whether use of this teaching material is mandatory.
3. Each offer must contain information that clearly states all the rights and obligations connected to acceptance of the offer. In any case, the offer states the following information in a clear and comprehensible manner;
 - a. in the case of a contract relating to an educational service:
 - i. the method of executing the contract;
 - ii. when the educational service starts;
 - iii. the terms and conditions under which the educational service may not take place;
 - iv. where applicable: the admission requirements to participate in education;
 - v. the price, including all additional costs and taxes;
 - vi. the method of payment;
 - vii. the duration of the contract;
 - b. or in the case of a contract relating to the purchase of teaching materials:
 - i. the price, including all additional costs and taxes;
 - ii. the method of payment, from delivery or from execution of the contract;
 - iii. the delivery time of the teaching material.
4. These general terms and conditions are expressly made known to you prior to the contract and are an integral part of the general information provision of the company.
5. The company may make an offer and/or the acceptance of an order subject to the condition that you provide personal data and, if and insofar as government regulations require and/or allow this, a copy of a valid passport or identity card.
6. Without prejudice to the provisions of Paragraphs 1-5, the offer for a distance contract also includes the following information:
 - a. the identity and address of the company, including the visiting address of the company

- b. the right of you to dissolve the contract within fourteen days in accordance with Article 5 Paragraphs 5-6;
- c. if additional costs are charged for contacting the company by telephone or internet: the applicable rate;
- d. the period of validity of the offer.

Article 4 – Contract

1. The contract comes into force when you accept the offer. After the contract has been concluded, you will receive a confirmation of this in writing or by electronic means.
2. In case of electronic assignment, the company will send you an electronic confirmation; as long as the receipt of an electronically accepted order has not been confirmed by the company, you can cancel the order.
3. After a distance contract has been concluded, the data referred to in Article 3, Paragraphs 3-6, will be made available to you in writing or on another durable data carrier accessible to you.

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 company will send you confirmation of this. Should the contract call for face-to-face education with a fixed start date, the following cancellation scheme and early termination scheme will apply after any cooling-off period has expired. You will then pay a reasonable fee for the work already performed, including the start-up costs. For the sake of clarity, an overview of these costs as a percentage of the agreed price can be found below. These percentages relate to the maximum fee to be paid. If the reasonable fee to be paid is lower, you shall be charged a lower fee. The amount of the fee shall be justified by the company at your request:

| Cancellation period | Education is shorter than 1 academic year |
|--|---|
| Cancel up to 2 months before the start | 10% of the agreed price after deduction of any received study material* |
| Cancel between 2 months and 1 month before the start | 20% of the agreed price after deduction of any received study material* |
| Cancel between 1 month and 2 weeks before the start | 30% of the agreed price after deduction of any received study material* |
| Cancel less than 2 weeks before the start | 50% of the agreed price after deduction of any received study material* |
| Early termination | <p>In the event of early termination, 50% (for start-up costs) of the agreed price less study material that has not yet been received, plus the costs of the education already followed, regardless of whether you were there. The total costs are never higher than the agreed price. In principle, the costs of education already attended are determined as follows:</p> <ul style="list-style-type: none"> - For training during the year: the costs in proportion to the number of months/days in which the training was followed, including the current month. - For training divided into blocks: the costs of the completed blocks/modules plus the costs of the module(s)/block(s) being followed at the time of the early termination.* |

*NRT0 members may deviate from the percentages in your favour as standard or in individual cases

2. Cancellation before the education has started, or for early termination, will be in writing or electronically;
3. In the event of a contract for a (partial) exam or an EVC objective, the following cancellation policy applies after any cooling-off period has expired:
 - a. cancellation before commencement takes place in writing or electronically;
 - b. in case of cancellation up to six weeks before the start, you owe the administration costs up to a maximum of €50.00. In the case of so-called computer-based exams, this term is two weeks before the start;
 - c. in the event of later cancellation, you owe the full agreed price. Should the reasonable fee for the work already performed be lower, you shall be charged this lower fee. The amount of the fee shall be justified by the company at your request.
4. Cancellation is possible for distance learning after the contract has been concluded and the cooling-off period has expired, but you shall remain obliged to pay the agreed price in full. Should the reasonable fee for the work already performed be lower, you shall be charged this lower fee. The amount of the fee shall be justified by the company at your request. Training courses in subscription form can be cancelled free of charge after the agreed subscription period of automatic renewal with a maximum notice period of one month.
5. You have the right to dissolve the contract without stating your reasons fourteen days after concluding a distance contract for an educational service. If the company has not provided all the legally-required information, including that referred to in Article 3 Paragraph 6, this term will be fourteen days after it has been provided, up to a maximum of twelve months after conclusion of the contract.
6. For a distance contract that mainly relates to the purchase of teaching materials, you have a period of fourteen days to dissolve the contract without stating reasons. This period starts on the day after receipt of the teaching material. However, if the teaching material is supplied periodically, such as with regular additions from Syllabi or with book packages per year or semester, the cooling-off period ends fourteen days from the first day after receipt of the first teaching material. If the company has not provided all legally-required information, including that referred to in Article 3 Paragraph 6, then these terms amount to fourteen days after the provision has been made, up to a maximum of twelve months after receipt of the teaching material.
7. The company makes a form available to you for the aforementioned dissolution of the contract. You are not required to use this form.
8. With due observance of the provisions described in Paragraph 9, you are entitled to a free refund of what you have already paid in the event of dissolution in accordance with Paragraphs 5 and 6. The company will pay you back as soon as possible, and in any case within fourteen days after the dissolution.
9. In the event of dissolution in accordance with Paragraphs 5-6, you must return any teaching materials you received from the company back to the company as soon as possible. The company is entitled to charge you for the direct costs of the return. Return is at your risk. Teaching materials offered on an electronic data carrier and whose packaging seal has been broken cannot be returned and you must pay the full price to the company.
10. If you invoke the dissolution option described in Paragraphs 5-6, any additional loan contract as a payment arrangement of the company will be terminated by operation of law without you being liable to pay a fine.
11. The educational service can only start during the cooling-off period if you request this expressly. In such cases, you retain the right to dissolve the contract in accordance with Paragraph 2.

In such a case, if you dissolve the contract during the cooling-off period, you shall owe a proportional part of the price of the educational service to the company.

12. If the educational service is, for the most part, offered by means of an electronic (learning) environment, the right to termination ends at the start of the educational service, provided that:
 - a. you have expressly agreed that the execution can begin before the end of the withdrawal period in advance and that you declare that you waive your right of withdrawal, and
 - b. the company has confirmed to you the statement referred to under a.

Article 6 – Copyright

The course material offered is for personal use only. All items provided by the company, such as books, mock exams, readers and software, are copyrighted by the company or third parties. 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 permission of the company, both during the term of the training and afterwards. Making the material public in modified form, or using it under your own name, without written permission from the company is also not permitted. The copyright/property rights to the course rest entirely with the company.

Article 7 – Price changes

1. 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.
2. You have the right to dissolve the contract if the price is increased three months after the contract has been concluded, but before the start of the educational service.
3. Paragraphs 1-2 do not apply to price changes arising from legislation.

Article 8 – Delivery

1. Learning materials
 - a. The company delivers the teaching material to you in a timely manner. Timely delivery also includes the timely provision of access to teaching materials that are offered electronically.
 - b. When purchasing teaching materials without teaching, the maximum delivery time is 30 days, unless otherwise agreed. If this delivery time is exceeded, you can dissolve the contract without further notice of default.
 - c. The company will replace incorrect or damaged teaching material immediately and at no cost to you.
2. Correction work
 - a. You will be informed about the period within which submitted assignments or tests will be corrected.
 - b. The time of receipt of corrections must be in reasonable proportion to the time of commencement of the continuation of education or a resit (if applicable).

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 company is authorised to suspend its obligations. If the company does not fulfil its 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 company can exercise the right of retention if the other party is 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 company at the time of purchase or delivery, or payment by means of electronic payment methods recognised by banks. Cash payment is also possible in consultation.
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 training. The company may require you to pay the full amount no later than 10 working days before the start of the educational service, as described in Article 3 Paragraph 3a.
4. When purchasing teaching materials without teaching, payment must be made at the latest at the time and at the location of delivery. The company can oblige you to pay a maximum of half of the purchase price in advance.

Article 11 – Non-timely payment

You are in default from the expiry of the payment date. Upon expiry of that date, the company will send a payment reminder without charge and give you the opportunity to pay within 14 days of receipt of this payment reminder.

- a. If you do not meet your payment obligation(s) in time, the company will send you a reminder. You have 14 days to pay.
- b. If you have not paid after this time, the company is entitled to charge the statutory interest and extra-judicial collection costs on the amount still owed.
- c. These collection costs amount to a maximum of 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 €40.00 d) The company can deviate from the stated amounts and percentages in favour of you.

Article 12 – Suspension

The company 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 company fails imputably and you suffer damage as a result, the company's liability for damage that is not the result of injury, death or property damage, is limited to compensation for direct damage. The company's liability for injury, death or property damage is not excluded or limited. The liability extends to persons employed by the company, or to persons appointed by the company for the execution of the contract.

Article 14 – Confidentiality

Information provided by you will be treated confidentially by the company, its staff and/or its employees and other persons working for the company. The company complies with the applicable privacy legislation.

Article 15 – Questions and complaints

1. It is the intention of the company to answer any questions or address any complaints as soon as possible and to your complete satisfaction. The company can be reached by telephone and e-mail for the handling of questions or complaints of an administrative nature or about the content of the training. These questions or complaints will be answered by the company within ten working days, calculated from the date of receipt. Questions or complaints that require a longer response time will be acknowledged by the company immediately via notification, which will include an estimate of when you can expect an answer.
2. The company will do everything it can to prevent errors in your study package and its dispatch. If something is nevertheless incorrect, please report this within ten days of receipt of the package. A complaint must be submitted to the company in a timely, complete and clearly defined manner. Complaints not submitted within 2 months are not admissible. If the complaint cannot be resolved amicably, this will result in a dispute subject to the dispute settlement procedure described in Article 16.
3. To submit a complaint, you can use the complaints procedure published on our website.

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. Disputes between you and the company about the conclusion or implementation of contracts concerning the services and items to be (or that have been) delivered by this company can be brought before the De Geschillencommissie Particuliere Onderwijsinstellingen [The Disputes Committee for Private Education Institutions], both by you and by the company. More information about this can be found at: www.degeschillencommissie.nl.
3. The Disputes Committee will only deal with a dispute if you have first submitted the complaint to the company in accordance with the provisions described in Article 15, and this has not resulted in a solution that is satisfactory to both parties.
4. A dispute must be brought before the Disputes Committee within twelve months after the complaint has been submitted in accordance with the provisions described in Article 15.
5. The handling of a dispute will incur a fee.
6. If you submit a dispute to the Disputes Committee, the company is bound by this choice.
7. If the company wants to submit a dispute to the Disputes Committee, the company must first ask you in writing within 5 weeks to state whether you agree. The company must thereby announce that it considers itself free to submit the dispute to the ordinary court after the expiry of the aforementioned period.
8. The Disputes Committee shall make a decision with due observance of the provisions of the regulations applicable to it. The decision of The Disputes Committee takes the form of binding advice.
9. The provisions described in Paragraphs 2-8 of this article do not apply in those cases for which a binding statutory dispute settlement scheme is provided for as part of formal education, such as that for examinations of the student.

Article 17 – Compliance guarantee

1. The NRTO guarantees compliance with the binding advice of the Disputes Committee by its members unless the member submits the binding advice to the court for annulment within two months after it was sent.
2. The NRTO does not provide a performance guarantee if, before you have met the requirements for handling the dispute (payment of complaint fee,

receipt of the completed and signed questionnaire and any deposit), one of the following situations applies: – the member has been granted a suspension of payments, or – the member has been declared bankrupt, or – the business activities have actually been terminated. The date on which the business termination is registered in the Trade Register or an earlier date from which the NRTO can demonstrate that the business activities have actually been terminated is decisive for the latter situation.

3. The guarantee by the NRTO is limited to €5,000 per binding advice. The NRTO provides this guarantee on the condition that you invoke this guarantee and that you transfer (assign) the claim based on the binding advice to the NRTO up to a maximum of the amount paid out at the same time as your invoking the performance guarantee is honoured. For the excess, the NRTO has a best efforts obligation to ensure that the member complies with the binding advice.

Article 18 – Amendments

Drone Flight Academy BV shall only amend these General Terms and Conditions in consultation with NRTO. NRTO shall only change these General Terms and Conditions in consultation with the Consumers' Association.