

## Summary in English - Terms and Conditions

### **Article 1 Scope**

a. These terms and conditions apply per January 1<sup>st</sup> 2015 to the establishment and execution of an agreement between driving school owner and student. Taking driving lessons automatically means the student agrees with the terms and conditions.

### **Article 2 Definitions**

*Student:* The one who commissions the driving school owner to follow driving lessons and receive driving instruction from the instructor in order to obtain a driving permit.

*Instructor:* The one who instructs driving to the student in order to obtain a driving permit for the student.

*Driving instruction:* Driving Instruction is obtaining driving lessons and instructions by the instructor which will be followed by the student and is required to responsibly participate a CBR practical exam in order to obtain a driving permit.

*Driving school or Driving School owner:* The one who had obtained the assignment from the student in order to instruct driving and enables an instructor to obtain a driving permit for the student.

### **Article 3 In General**

During a driving lesson the student is for this reason not the driver of the vehicle. This means as long as there is a driving lesson taking place, the instructor, or the examiner; when there is an exam taking place, is legally responsible. An official report (fine) for violations of the European Highway Code are the responsibility of the instructor, or examiner. This also applies to the consequences of an accident. A driving exam is also part of a driving lesson.

### **Article 4 Obligations Driving school**

The driving school takes care of a. driving instruction is being taught by instructors who qualify the conditions of the “Wet Rijonderricht Motorrijtuigen” (WRM)

b. The student receives driving lessons by the same instructor as much as possible.

c. A driving education is being taught in such a manner, that responsibly taking part of the CBR practical exam is a fact.

d. After the student has authorised the driving school to book an exam with CBR, the driving school is obliged to book that exam within 2 weeks of the agreed exam date.

e. The student will be driving the same vehicle on the CBR practical exam as during the driving lessons. Or a similar instruction vehicle in which a minimal of one driving lesson has taken place.

f. The duration of the driving lesson is fully utilised for driving instruction and other relating activities.

g. Insurances have been closed to cover damage caused by the student during lessons, or exams. These insurances are in accordance with the Branch of Driving Schools.

## **Article 5 Obligations student**

The student is obliged to:

- a. Convince, in case of successfully passing, based on his/her residency status a driving permit can be issued. The driving school is not responsible for the refusal of issuing a driving permit.
- b. Report the suspension/ driving disqualification. If during the driving instruction appears that the student has had a suspension, the driving school is not liable for the consequences, and no refund of lessons or exam compensations will be given.
- c. Comply the agreed date, time and location for the driving lesson. The driving school will apply a waiting time with a maximum of 15 minutes. This waiting time will be deducted from the original lesson duration. With no appearing of the student at all without timely cancellation, the full lesson price will have to be paid. Also changing of the prior location is only possible if this is timely discussed and if this is logistically possible in the driving school's lesson schedule
- d. Timely cancellation means within 12 hours before the agreed time. Cancellation needs to be in personal or by phone. A lesson which is cancelled too late is not being charged in case of urgent reasons like for instance the funeral of a relative up to the second degree or a medical emergency. With illness, proven with a doctor's statement, you'll also be safeguarded of payment.
- e. all instructions need to be followed during the driving lessons.
- f. Switch off mobile phone during the lessons, or after lesson or exam. For emergencies the instructor has a mobile phone.
- g. Before an exam, interim test or driving test a student needs to show a valid identification document, the self-reflection form and the notification/ invitation.
- h. Possible medical issues, of which can be expected to influence the ability to drive a motorvehicle must be announced to the driving school/ exam centre timely; before the start of the driving lessons and driving test. If this announcement is neglected and the driving lessons/ test have to be paused/ cancelled, the driving school is not liable. In case of doubt a self- declaration "informatie Eigen verklaring", can be filled in.
- i. Keep the instruction car clean: no feet or shoes are being placed on the upholstery. No smoking in the car.
- j. be ready 5 minutes before the agreed time for receiving driving instruction. Keep into account of being on the road for well over a hour.
- k. Wear a seatbelt, even if seated in the back as a passenger. There will be no driving instruction if wearing a seatbelt is refused. The full lesson price needs to be payed by the student in this situation. Unless there is a medical indication not to wear a seatbelt, showed by a doctor's statement.
- l. Prior the driving lesson no alcohol or other substances are being consumed which can influence the driving ability. If the instructor notices before of during the driving lesson, the lesson is cancelled and the student is obliged to pay the full lesson. In case the driving instructor does not remark the use of substances and during the driving lesson damage to others is caused due to the use of substances, all damage arisen is the student's liability. The driving school is safeguarded to all responsibility.
- m. After requesting the exam/ interim test, the student is obliged to proceed to follow the required lessons discussed with the instructor.
- n. The student authorizes, with his/ her DigiD data through mycbr.nl, the driving school to enable the test/ exams. At the same time the student fills in the self-declaration and directly pays this to CBR. The driving school can possibly arrange an "Eigen verklaring"

## **Article 6 Payment**

- a. Payment of the driving lessons is being settled by invoice or in a cash sum at the end of the lesson. The invoice of the Starter-Pack has to be paid before the start of the driving lessons. Separate lessons after the Starter-Pack are being sent by email every month around the 14th. They need to be paid before the end of the month.
- b. The driving school is entitled to increasing the lesson price during the time of the agreement. The student has the right to terminate the contract up to two weeks after the price increase. The increase of the owed contributions to CBR of BNOR is being calculated in the costs of the exam/ interim test.
- c. In case of a non-payment of cash payment- or through transaction, the student will receive an invoice within 14 days after the delayed payment. The driving school is authorised to increase the amount of the invoice with 15 euros. The driving school is entitled to temporarily stopping the driving lessons until the delay is paid.
- d. If after 14 days the invoice amount is not or not fully paid, the student is legally in default. In this case interest is charged on the unsettled amount. The unsettled amount is considered as a complete month. In case the student is in default, the unsettled amount stays indebted and is the driving school owner in its right to transfer the debt to a collection agent. In this case the driving school is entitled to increase the amount due to collection costs.
- e. Lesson packs are valid for 24 months. After the lesson package has expired, no claim can be made for exams/driving lessons and lesson packages that have expired.

## **Article 7 Theory and theory exam**

- a. Study books and other study material on behalf of practical and/ of theoretical lessons can be purchased through [info@lesdirect.nl](mailto:info@lesdirect.nl) or at [www.theoriecollegenederland.nl](http://www.theoriecollegenederland.nl) and need to be paid to the supplier when ordering. In case the student will not order a theory course of theory books in the webshop the student will be ascertained that up to date lesson material will be used.
- b. The student takes care of owning a valid theory certificate when this is necessary. A reservation for a theory exam can be made through <https://mijn.cbr.nl>. The costs can be transferred to CBR through IDEAL.

## **Article 8 Applying examination of driving ability.**

**(interim test, practical exam, further examination, quickened special exam)**

- a. Unless otherwise is agreed on, the costs of the exam or test need to be paid by transaction to the driving school before the reservation is made.
- b. Within 14 days after the payment of application of the exam, the student informs about which dates he or she is unable to do take the exam or Interim. In case this information is not shared, a random available date in TOP – system will be booked.
- c. In case of cancellation of the exam because of not showing up or showing up too late of the student, or if the student cannot show any valid documents, the costs for applying a new exam are for the expense of the student.
- d. The driving school is justified after a verbal or a written announcement to intermediately charge price changes of the practical part of the exam. At the student's request a written specification of the price change is given.
- e. The CBR practical exam takes place as close as possible to the instruction period.

## **Article 9 Suspension and cancellation**

- a. Driving school owner is authorised to suspend or cancel or to terminate the agreement if the student does not/ or (too late) meet the agreements from the terms and conditions.
- b. Under special circumstances the driving school owner is authorised to terminate the agreement if it has become impossible to function/ instruct under normal conditions
- c. In case of terminating the agreement the student can immediately claim the progress.
- d. In case of terminating or cancelling the agreement, the driving school owner isn't in any way responsible for compensating damage or costs due to the termination.
- e. It is possible for the student to stop her or his driving lessons in the meantime of their package. The student must continue her/ his lessons within 1 year. After 1 year, we can no longer reserve space for this in the timetable and the driving lessons from the package will expire, and with it the invoice.
- f. In case the termination is attributable to the student, the driving school owner is authorised to compensation; damage, including costs directly and indirectly caused.

### **Article 10 Driving Ability Test**

When the student answers at least one question with 'Yes' on the Health Declaration, a further examination by CBR is followed. The costs and rent of the instruction vehicle, necessary to take the driving test are separately charged. When the physician at CBR is not capable of issuing a Health Declaration, which is followed by termination of the driving lessons, no refunds are being given.

When the Health Declaration is not filled in truthfully, and after the driving test the CBR examiner decides to report this to the CBR physician, the costs and consequences are on the account of the student.

### **Article 11 Driving Capability Test/ Exam**

- a. In case of cancellation of an exam by CBR or BNOR due to bad weather conditions, the driving school can charge one driving lesson in case this lesson was scheduled prior the exam.
- b. In case of cancellation of the exam by the student according to lid a, B, or C, the driving school will take care of a new application, if the student wishes this. The driving school enables this application is free of charge for the student.
- b-1 A relative up to the second degree of the student or the instructor has passed away and the funeral hasn't taken place yet, or is taking place on the day of the exam.
- b-2 The instruction vehicle in which the exam is taking place is not at your disposal and no other similar instruction vehicle is.
- b-3. The instruction vehicle in which the exam is taking place has been disapproved of by an examiner or BNOR-expert and no other similar instruction vehicle is available.
- c. In case of mentioned cases in 1-3, the driving school guarantees, in case of re-applying for an exam, 3 free driving lessons. This is not applicable with re-applying for an Interim Test.

### **Article 12 Privacy policy**

Driving school LesDirect is processing personal data in line with the AVG: Algemene Verordening Gegevensbeschermingsbescherming, which entered into force on the 25th of May 2018. You are being redeemed to be familiar with these.

### **Article 13 Confidentiality agreement**

Driving school Les Direct and it's staff is required to respect confidentiality obligations.

### **Article 14 Safeguard**

1. The driving school has a safeguard against damage due to collisions, crashes etc. and concerning research. Except when the student has, in good sense, purposely used a substance which has caused impaired driving

2. In case of giving false information about having a legal authorisation to drive, the student is fully liable for refunding all costs, including fines and other financial costs.

3. The liability of the driving school is at all times limited to the insured and covered amount. The driving school is never accountable for costs emerging from the lesson agreement.

### **Article 15 Termination lesson agreement**

In case the lesson agreement is contracted for a number of driving lessons or for a fixed period (package-instruction) the student is only capable of ending the agreement in such urgent reasons that in all reasonableness the student is in no position to continue the lessons. All received lessons have to be paid including the price of one lesson, including administration costs and the already paid exam costs.

In case of prepayment of the lessons, the driving school will refund the owed amount with deduction of the exam costs and all driven lessons including compensation; costs of one lesson and administration costs.

### **Article 16 Complaints**

In case of any complaints about executing the lesson agreement: these have to be preferably discussed and solved before the exam or test. In case the complaints have not been solved to the satisfaction of the student, the student can present his/her complaint to:

De Vereniging Rijschool Belang VRB, statutair gevestigd aan het Klimmerseind 28 te Eijsden. Authorised person in this matter is Mister. E. Bakker, chairman.

By email: [voorzitter@vrb.nu](mailto:voorzitter@vrb.nu)

By phone: 0651434279