

## General Terms and Conditions of InterTeach BV

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#### **InterTeach BV**

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## Article 1 – Definitions

**Education:** Education, teaching, courses and/or training (whether distance education or face-to-face education).

**Distance education:** A type of education for which the teacher and student are not physically in the same room at the same time.

**Face-to-face education:** A type of education that involves the teacher/trainer and the student/trainee directly interacting in the same physical location.

**APL:** APL (Accreditation of Prior Learning) relates to competences gained from previous professional experience or study/training programmes. APL is determined via assessments and can qualify students for entry to education at a more advanced level or for fast-track educational programmes.

**Formal education:** Education that is regulated by specific educational legislation and is formally concluded with the award of an officially recognised diploma.

**Non-formal education:** Education that is not regulated by specific educational legislation.

**Educational service:** The provision of education and/or teaching and/or courses and/or training and/or teaching materials and/or examinations/partial examinations and/or an APL track and/or some other form of assessment.

**Contract:** An agreement as referred to in Article 2 paragraph 1.

**Distance contract:** An agreement made between Interteach BV and a client within the framework of an organised system used for the purposes of remote sales of products, digital content and/or services, for which exclusive use of one or more distance-communication technologies will be made during the period up to and including the moment at which the contract is concluded.

**Interteach BV:** A legal entity that provides educational services.

**Client:** A natural person or legal entity that purchases an educational service from Interteach BV.

## Article 2 – Applicability

1. These General Terms and Conditions apply to all contracts between Interteach BV and a client with regard to an educational service (both formal education and non-formal education).
2. In the event that Interteach BV also applies other sector-related general terms and conditions, then these will also be applicable to the contract. Interteach BV also has the right to apply additional terms and conditions to the contract.

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### **Article 3 – Proposals**

1. Interteach BV can submit proposals in writing (preferred method) or electronically.
2. The proposal will contain a comprehensive and accurate description of the educational service in question and/or the teaching materials involved in this educational service. The proposal will also specify whether the use of these teaching materials is mandatory.
3. Every proposal must include sufficient information to ensure that the rights and obligations applicable to acceptance of the offer are made clear to the client. In any event, the proposal will include the following information, presented in a clear and comprehensible manner:
  - a. In the event of a contract relating to an educational service:
    - How the contract will be executed.
    - When the educational service will begin;
    - The conditions under which the educational service may be cancelled;
    - The entry requirements with which participants must comply in order to participate in the education (if and insofar as applicable);
    - The price, including all additional costs and applicable taxes;
    - The payment method;
    - The duration of the contract.
  - b. In the event of a contract relating to the purchase of teaching materials:
    - The price, including all additional costs and applicable taxes;
    - The payment method, the method of delivery of the teaching materials and/or the method of execution of the contract;
    - The moment of delivery of the teaching materials.
4. The client will be explicitly informed of these General Terms and Conditions prior to the agreement of the contract, a factor that constitutes an integral part of Interteach BV's information provision process.
5. For the purposes of the provision of a proposal and/or the acceptance of an order, Interteach BV may require the client to provide personal data and – if and insofar as required and/or permitted by government legislation – to provide a copy of a valid passport or a valid ID document.
6. Notwithstanding the provisions of paragraphs 1-5, the proposal for a distance contract will also contain the following:
  - a. The identity and the address of Interteach BV, including the visiting address of the office of Interteach BV.
  - b. Information regarding the client's right to dissolve the contract within fourteen days in compliance with Article 6 paragraphs 2 and 3.
  - c. The amount of any additional costs payable for contact with Interteach BV via telephone or via the internet (if applicable).
  - d. The validity period of the proposal.

### **Article 4 - Agreement**

1. The contract is concluded upon acceptance of the proposal by the client. Once the contract has been concluded, the client will be informed thereof either in writing or electronically.
2. In event that the assignment is accepted electronically, then Interteach BV will send confirmation to the client electronically: as long as an electronically accepted assignment has not been confirmed by Interteach BV, the client is entitled to cancel the assignment.

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3. Once a distance contract has been concluded, then the data as described in Article 3 paragraphs 3 and 6 will be provided to the client in writing or via another reliable data carrier that is readily available and accessible to the client.

#### **Article 5 – Cancellation**

1. In the event that a contract has been concluded concerning face-to-face education with a scheduled start date, then the following cancellation policy applies following expiration of any applicable reflection period.

a. Prior to the commencement of the face-to-face education, the contract must be cancelled either in writing or electronically.

b. In the event the contract is cancelled more than two months prior to the start date of the face-to-face education, the client will be liable to pay 10% of the agreed price with a minimum amount of €50.

c. In the event the contract is cancelled more than one month but less than two months prior to the start date of the face-to-face education, the client will be liable to pay 25% of the agreed price with a minimum amount of €50.

d. In the event the contract is cancelled more than two weeks but less than one month prior to the start date of the face-to-face education, the client will be liable to pay 50% of the agreed price with a minimum amount of €50.

e. In the event the contract is cancelled less than two weeks prior to the start date of the face-to-face education, the client will be liable to pay the agreed price in full.

2. In the event that a contract has been concluded that exclusively concerns an examination/partial examination or an APL track, then the following cancellation policy applies following expiration of any applicable reflection period.

a. Prior to the start of the education, the contract must be cancelled either in writing or electronically.

b. In the event the contract is cancelled more than six weeks prior to the start date, the client will be liable to pay administration fees of a maximum of €50. For computer-based examinations, this period is two weeks prior to the start date.

c. In the event the contract is cancelled any later than the aforementioned deadlines, then the client will be liable to pay the agreed price in full.

3. For distance education, once the contract has been concluded and the reflection period has expired, cancellation is no longer possible.

#### **Article 6 – Termination of the contract**

1. The client can cancel fixed-term contracts at any time. Early termination will not result in restitution of the price payable by the client or lapsing of the client's payment obligation, with the exception of the price of as yet undelivered teaching materials.

2. For a period of fourteen days following the conclusion of a distance contract in relation to an educational service, the client is entitled to cancel the contract with no obligation to state the reasons therefor (the reflection period). In the event InterTeach BV has not provided all of the data as referred to in Article 3 paragraph 6, then the applicable reflection period is fourteen days following the provision of this data, up to a maximum of twelve months following conclusion of the contract.

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3. In the event of a distance contract that mainly concerns the purchase of teaching materials, the client is entitled to a reflection period of fourteen days, during which time the client can terminate the contract with no obligation to state the reasons therefor. This reflection period commences on the day following receipt of the teaching materials. However, in the event that the teaching materials are delivered periodically (e.g. regular supplements to syllabi or book packages delivered every year/semester), then the reflection period will end following a period of fourteen days counted from the first day following receipt of the first delivery of teaching materials. In the event InterTeach BV has not provided all of the data as referred to in Article 3 paragraph 6, then the applicable reflection period is fourteen days following the provision of this data, up to a maximum of twelve months following conclusion of the contract.
4. InterTeach BV will provide the client with a form via which the client can terminate the contract, although the client is not obliged to use this form.
5. With due observance of the provisions of paragraph 6, the client is entitled to a full refund of any payments already made in the event of termination of the contract in compliance with paragraphs 2 and 3. InterTeach BV will issue this refund as soon as possible, in any event within fourteen days of termination of the contract.
6. In the event of termination of the contract in compliance with paragraphs 2 and 3, the client must return any teaching materials received from InterTeach BV as soon as possible. InterTeach BV is entitled to charge the client for any direct costs incurred as a result of the return of the teaching materials. Any risks involved in the return of the teaching materials are borne by the client. Any teaching materials provided via an electronic data carrier and for which the packaging seal has been broken cannot be returned and the price of such materials must be paid in full by the client to InterTeach BV.
7. In the event that the client exercises their right to termination as referred to in paragraphs 2 and 3 in such a way that no fine is incurred by the client, then any supplementary loan agreements concluded in relation to payment of the price payable by the client to InterTeach BV will also be legally terminated.
8. The educational service can only be commenced during the reflection period in the event the client explicitly requests this. In such cases, the client will retain their right to termination of the contract in compliance with paragraph 2. In such cases, if the client terminates the contract within the reflection period, then an amount proportional to the educational service already provided will be payable by the client to InterTeach BV.
9. In the event that the educational service is predominantly provided electronically, then the right to termination lapses upon commencement of the educational service, provided that:
  - a. The client expressly consents to the commencement of execution of the contract prior to the end of the reflection period and provides an explicit declaration that they have waived the right to termination, and
  - b. InterTeach BV has confirmed the declaration as described under a.

#### **Article 7 – Price changes**

1. If the price changes less than three months after the conclusion of the contract but prior to commencement of the educational service, then this will have no effect on the agreed price.
2. The client is entitled to terminate the contract in the event that the price is increased more than three months after the conclusion of the contract but prior to commencement of the educational service.
3. Paragraphs 1 and 2 are not applicable to price changes derived from legislation.

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### **Article 8 – Delivery**

#### 1. Teaching material

- a. Interteach BV will provide the teaching materials to the client in a timely manner. The term 'timely' also includes the timely provision of access to teaching materials provided electronically.
- b. Unless agreed otherwise, a maximum delivery period of 30 days applied to contracts involving the purchase of teaching materials and but no purchase of education. If this delivery period is exceeded, then the client is entitled to terminate the contract without any further notice of default.
- c. Incorrect or damaged teaching materials will be immediately replaced by Interteach BV without any further costs being payable by the client.

#### 2. Marking

- a. The client will be informed of the period within which any submitted assignments or tests will be marked.
- b. The period within which marked assignments/tests are returned must be reasonably proportional to the moment of continuation of the education or the moment at which of any applicable resits are conducted.

### **Article 9 – Conformity**

1. The educational service must fulfil the contract and must be conducted in an expert manner, making use of reliable and good-quality facilities.
2. The teaching materials provided must fulfil the contract and possess all attributes that – taking all circumstances into account – are required for normal use, and if applicable, for any agreed special use.

### **Article 10 – Payment**

1. Payment will be made by transferring the amounts payable into a bank or giro account specified by Interteach BV.
2. If payment in instalments has been agreed, then with due observance of the provisions of paragraph 3, the client must pay these instalments in accordance with the payment periods and percentages agreed in the contract.
3. Payment for the educational service must be made prior to the commencement of the service. Interteach BV can require the client to pay the full amount payable at least 10 working days prior to the date of commencement of the educational service as described in Article 3 paragraph 3, under a.
4. In the event of a contract for the purchase of teaching materials with no purchase of education, payment must be made no later than the moment of delivery at the location of delivery. Interteach BV can require the client to make a payment of no more than half of the purchase price in advance.

### **Article 11 – Late payment**

1. The client is in default upon expiration of the payment period. Upon expiration of the payment period, Interteach BV will send a payment reminder and give the client 14 additional days following receipt of this payment reminder to pay the outstanding amount.

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2. If the client fails to comply with their payment obligation(s) following notification by InterTeach BV of the late payment, following the granting by InterTeach BV of an additional period of 14 days to fulfil their payment obligations and following the expiration of this additional 14-day period, then the client will be obliged to pay the statutory interest rate on top of the amount payable and InterTeach BV will be entitled to charge the client any extrajudicial collection costs incurred by InterTeach BV. These collection costs are limited to the following maximum amounts: 15% for any amount payable up to €2,500, plus 10% of any amount payable between €2,500 and €5,000, plus 5% of any amount payable between €5,000 and €10,000, with a minimum amount of €75. If desired, InterTeach BV is entitled to deviate from the aforementioned amounts and percentages in the client's favour.
3. During the processing of any complaints or disputes submitted in accordance with the provisions of Articles 15 and 16, InterTeach BV will suspend any interest or collection charges.

#### **Article 12 – Failure to comply with the contract**

1. If one of the parties fails to comply with any obligations stemming from the contract, then the other party is entitled to suspend their compliance with the corresponding obligations. In the event of partial compliance or improper compliance with the contractual obligations, then suspension of the corresponding obligations by the other party is only permitted insofar as is justified by the contractual breaches of the first party.
2. InterTeach BV is entitled to withhold services (right of retention) in the event the client fails to fulfil a due obligation, unless this is not justified by the client's contractual breach.
3. If one of the parties fails to comply with the contract, then the other party is entitled to terminate the contract unless the first party's contractual breach does not justify this due to the minor importance of the breach.

#### **Article 13 – Liability of InterTeach BV**

1. If and insofar as InterTeach BV imputably fails to comply with the contract and the client incurs damage or loss as a result, then InterTeach BV's liability for any damage or loss that does not result from injury, death or property damage is limited to compensation of the directly incurred amount of damage or loss.
2. InterTeach BV's liability for any injury, death or property damage cannot be excluded or limited.
3. The liability as described in paragraphs 1 and 2 extends to persons either employed by InterTeach BV or external parties hired by InterTeach BV in order to execute the contract.

#### **Article 14 – Confidentiality**

1. Any data provided by the client will be treated confidentially by InterTeach BV, its employees and/or external parties working on its behalf. InterTeach BV will comply with all applicable privacy legislation.

#### **Article 15 – Questions and complaints**

1. Any questions regarding administrative matters or the content of the educational service will be answered by InterTeach BV within a period of 10 working days commencing from the date of receipt. In the event a letter requires a processing time that is foreseeably longer, then InterTeach BV will provide a confirmation of receipt immediately, together with an indication of when the client can expect a more comprehensive answer.

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2. Any complaints regarding the execution of the contract must include a complete and clear description of the complaint and be submitted to InterTeach BV in a timely manner following the client discovering or being able to discover the deficiency or deficiencies in question. In any event, submission of a complaint within two months is classified as timely submission. Late submission of a complaint can result in the client losing their rights with regard to this matter.
3. In the event that the complaint cannot be resolved via consultation between the client and InterTeach BV, it is classified as a dispute that is subject to the regulations governing settlement of disputes as specified in Article 16.

#### **Article 16 – Regulations regarding settlement of disputes**

1. The contract will be governed by the laws of the Netherlands unless the laws of another country are prescribed based on mandatory law.
2. Any disputes between the client and InterTeach BV regarding the formation or execution of contracts relating to services provided or to be provided by InterTeach BV or other matters can be submitted by either the client or InterTeach BV to the Consumer Complaints Board for Private Educational Institutions (address: Bordewijklaan 46, P.O. Box 90 600, 2509 LP The Hague, URL: [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl)).
3. The Consumer Complaints Board will only process a dispute in the event that the client has first submitted their complaint to InterTeach BV in accordance with the provisions of Article 15 and this did not result in resolution of the dispute to the satisfaction of both parties.
4. Disputes must be submitted to the Consumer Complaints Board within twelve months of submission of the complaint in accordance with the provisions of Article 15.
5. A fee will be charged for the processing of the complaint.
6. If the client submits a complaint to the Consumer Complaints Board, then InterTeach BV is obliged to consent to this complaint procedure.
7. If InterTeach BV wishes to submit a complaint to the Consumer Complaints Board, then it must first ask the client to consent to this complaint procedure within five weeks. InterTeach BV must also clearly inform the client that following expiration of this five-week period, InterTeach BV is free to submit the dispute to the ordinary court.
8. The Consumer Complaints Board will issue a decision in compliance with provisions of the rules of procedure governing the Consumer Complaints Board. The Consumer Complaints Board's decision will be binding.
9. The only eventuality in which the provisions of paragraphs 2-8 do not apply is in the event of formal education to which binding statutory regulations apply with regard to the settlement of disputes, such as administration of examinations.

Oisterwijk, April 2018

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