

## Terms and Conditions

Theorie-Oefenexamen - TheorieSter - DriveYourWay

Last Updated: August 14, 2024

### Article 1. Applicability

1. These terms and conditions are applicable to any offer, quotation, agreement, advice, consultations, training courses, courses in general and individual driving lessons between and a counterparty to which DriveYourWay has declared these terms and conditions, for insofar as the parties have not deviated from these conditions explicitly and in writing.
2. In these terms and conditions, "the other party" is understood to mean: any (legal) person who has entered into or wishes to conclude an agreement with Theorie-Oefenexamen - TheorieSter - DriveYourWay and, in addition to this, his representative(s), authorized representative(s), assignee(s) and heirs.
3. "Student" is understood to mean a person who follows a course, training or driver training at Theorie-Oefenexamen - TheorieSter - DriveYourWay.
4. These terms and conditions also apply to agreements with Theorie- Oefenexamen - TheorieSter - DriveYourWay for cases for which Theorie- Oefenexamen - TheorieSter - DriveYourWay has to involve a third party.
5. These general terms and conditions have also been written for employees of or who carry out assignments on behalf of Theorie-Oefenexamen - TheorieSter - DriveYourWay.
6. The applicability of any other terms and conditions of the other party is hereby explicitly rejected.
7. If one or more clauses to which these general terms and conditions refer to are wholly or partially declared invalid or void, the other clauses of these general terms and conditions remain fully applicable. Theorie-Oefenexamen - TheorieSter - DriveYourWay and the other party will then enter into debate in order to agree on new clauses to replace the invalid or voided clauses, taking into account the purpose and scope of the original clauses as much as possible.
8. If there is any uncertainty about the interpretation of one or more clauses of these general terms and conditions, the explanation must take place as closely in line with these clauses as possible.
9. If a situation arises between the parties that is not regulated in these general terms and conditions, this situation must be assessed as closely in line with these general terms and conditions as possible.
10. Even if Theorie-Oefenexamen - TheorieSter - DriveYourWay does not always require strict compliance with these conditions, this does not mean that the clauses are not applicable, or that Theorie-Oefenexamen - TheorieSter - DriveYourWay to any extent loses the right to require strict compliance with the clauses of these terms and conditions in other cases.

### Article 2. Quotations and offers

1. Offers made in writing in the form of a quotation are valid up to a maximum of one month after the date stated on the quotation, unless otherwise agreed in writing.
2. Theorie-Oefenexamen - TheorieSter - DriveYourWay cannot be held to its quotations or offers if the other party can reasonably understand that the quotations or offers, or any part thereof, contain an obvious mistake or clerical error.
3. Prices in brochures can be changed in the meantime. The prices stated in a quotation or offer are inclusive of VAT and other government levies, unless stated otherwise.
4. A composite quotation does not oblige Theorie-Oefenexamen - TheorieSter - DriveYourWay to perform any part of the assignment for a corresponding part of the stated price. Offers or quotations do not automatically apply for future orders.

### Article 3. Agreement / Enrolment

1. Any additional agreements or changes made later will only bind Theorie- Oefenexamen - TheorieSter - DriveYourWay if they have been confirmed in writing.
2. For transactions for which no quotation or order confirmation is sent, the invoice is required to represent the agreement. Reclamations have to be made within 5 working days of the date stated on the invoice.
3. The other party is obligated to provide Theorie-Oefenexamen - TheorieSter - DriveYourWay with all documents required for the correct execution of the agreement in time, in particular the documents required for applying for exams.
4. Theorie-Oefenexamen - TheorieSter - DriveYourWay is not liable for damage as a result of incorrect and / or incomplete information provided by or on behalf of the client. The client indemnifies Theorie-Oefenexamen - TheorieSter - DriveYourWay against damage to third parties as a result of incorrect and / or incomplete information provided by the client.
5. If Theorie-Oefenexamen - TheorieSter - DriveYourWay requires information from the other party for the implementation of the agreement, the implementation period will not commence until the other party has provided this correct and complete information to Theorie-Oefenexamen - TheorieSter - DriveYourWay.
6. Participants who register for a course or training have the right of withdrawal within 14 days from the date of receipt of the registration form or another written confirmation of registration (eg e- mail message or WhatsApp message) only if the course has not started yet.

### Article 4. Changes to and / or cancellation of the agreement

Signature:

1. Theorie-Oefenexamen - TheorieSter - DriveYourWay has the right to cancel courses or change course dates in case of insufficient enrolment, or to interrupt courses in case of unforeseen circumstances or force majeure. In such cases, alternatives will be sought through proper consultation with the participants. Theorie-Oefenexamen - TheorieSter - DriveYourWay accepts no liability for costs incurred to the client as a result of these changes.
2. Only in the case of agreement without any human contact does the student have the right to dissolve the agreement without stating reasons for 14 working days after the conclusion of the contract with regard to a course, with the exception of tailor-made services.
3. Cancellation of a course must be done in writing and has to be confirmed by Theorie-Oefenexamen - TheorieSter - DriveYourWay in a regular manner.
4. In case of cancellation more than 4 weeks before the start of the training, administration costs will be charged.
5. In case of cancellation between 4 weeks and 2 weeks before the start of the training, 50% of the course costs will be charged, as well as the exam fees.
6. In case of cancellation between 2 weeks and the start of the training, 75% of the course costs will be charged, as well as the exam fees.
7. A client is allowed to withdraw from a course of training, but only if the client provides another person to go in their place. This is only allowed if the candidate meets the requirements for that course or training. This is only possible up to a maximum of 3 working days until the course or training starts.
8. In case of cancellation after the start of the training, or failure to attend the course, the course fee must be paid in full.
9. Cancellation of scheduled driving lessons is only possible up to 48 hours before the start of the lesson and can only be done during office hours. If cancelled after the 48 hour deadline, the full tuition fee is due, unless there is a funeral for a family member in primary care or an emergency hospitalization. For both grounds for exception, proof must be submitted at the first request of the Theorie-Oefenexamen - TheorieSter - DriveYourWay.
10. Cancellation of an already indicated course is not possible unless:

The student is suffering from a serious illness that makes it impossible to drive a vehicle. If desired, a doctor's statement must be submitted.

11. Cancellation of complete driving courses is possible if the following requirements are met:

- The entire course fee is due in case of cancellation within 3 weeks before the start of the course.
- 80% of the course fee is due in case of cancellation of the course up to 4 weeks before the start of the course.
- 60% of the course fee is due in case of cancellation up to 6 weeks before the start of the course.
- 30% of the course fee is due in case of cancellation up to 8 weeks before the start of the training.

#### **Article 5. Execution of agreement**

1. The counterparty / student is responsible for a timely presence and must be in possession of the correct legal and / or course documents. If the other party / student fails to do so, Theorie-Oefenexamen - TheorieSter - DriveYourWay may refuse participation of the student and / or impose sanctions.
2. The other party / student must follow the instructions of the driving instructor during the driving lessons.
3. Theorie-Oefenexamen - TheorieSter - DriveYourWay has the right to have certain activities performed by third parties.
4. Theorie-Oefenexamen - TheorieSter - DriveYourWay is not obligated to provide training (or have it provided) if it appears to the instructor / teacher that the other party / student is under the influence of alcohol, medicines or narcotics or any other physical or psychological cause which makes the student unfit to drive a motor vehicle correctly, or to follow the training properly. This judgement is to be made by the instructor / teacher.
5. If Theorie-Oefenexamen - TheorieSter - DriveYourWay is not notified by the other party / student and / or is not aware of any legal restriction for any other reason, as a result of which the other party / student is prohibited from using a motor vehicle and / or Theorie-Oefenexamen - TheorieSter - DriveYourWay nevertheless provides driving lessons, the other party / course participant fully indemnifies Theorie-Oefenexamen - TheorieSter - DriveYourWay from any financial / harmful consequences thereof and the other party / course participant will reimburse Theorie-Oefenexamen - TheorieSter - DriveYourWay when fines are imposed as a result from this, as well as all damage resulting for Theorie-Oefenexamen - TheorieSter - DriveYourWay and / or the instructor, by whatever name, reimburse Theorie-Oefenexamen - TheorieSter - DriveYourWay upon first request.
6. Theorie-Oefenexamen - TheorieSter - DriveYourWay has the right to terminate the training for various reasons, which lie in the person of the other party / course participant and / or his / her behavior, when these are such that Theorie-Oefenexamen - TheorieSter - DriveYourWay cannot reasonably be expected to continue the training.
7. The paragraphs of this article apply without the other party's right to a refund of tuition / course fees.

#### **Article 6. Teaching materials**

1. All the teaching materials (including teaching and course books, handouts and syllabi) developed, compiled and / or purchased by Theorie-Oefenexamen - TheorieSter - DriveYourWay have been carefully compiled to the best of our knowledge. Theorie-Oefenexamen - TheorieSter - DriveYourWay does not, however, accept any liability for damage, of whatever nature, that is the result of actions and / or decisions based on the materials and works referred to.
2. None of this material may be reproduced or made public without written permission of Theorie-Oefenexamen - TheorieSter - DriveYourWay. It is not permitted to make teaching materials available to third parties.
3. If a vehicle that is owned by the client or participant is used during any activity, the client is obligated to have an adequate insurance for that vehicle, including the motor vehicle liability insurance.

4. During the course, the student is obligated to notify us in writing of any change of address at least two weeks before the change of address takes effect.
5. The student declares on the one hand that he has reached the minimum age of 18 years to drive a motor vehicle and on the other hand that he has not been denied the right to drive motor vehicles by a court decision or his or her driving license has been revoked.
6. If, despite his statement, it appears that the student meets any of the criteria that were mentioned above in point five, the student indemnifies Theorie-Oefenexamen - TheorieSter - DriveYourWay in full and will fully reimburse any fines imposed, as well as fully accept all other financial consequences. This also applies if any other untrue statement has been provided by the student, whereby Theorie-Oefenexamen - TheorieSter - DriveYourWay would not have allowed the student to participate in the driving lessons if Theorie-Oefenexamen - TheorieSter - DriveYourWay had been aware of the actual situation.
7. A student who is in training for a C, D, E and / or BE driving license is obligated to carry a B driving license with him during class hours.

The student who is in training for driving license A can instead carry the theory certificate with him.

The student who follows a rehearsal course is obligated to carry a valid ID or, if necessary, a valid driver's license for the category of vehicle(s) he / she drives.

8. Duration of standard driving lesson is forty-five (45) minutes, duration of double driving lesson is ninety (90) minutes.

#### **Article 7. Examination and certification and rehearsal training**

1. If the driving test or rehearsal training cannot take place due to a holiday of the other party / student because he / she has failed to state his / her holiday before requesting the exam or rehearsal course, he / she will bear all resulting costs.
2. If the driving test or rehearsal training cannot take place because the other party / student has forgotten legal and / or course documents, he / she bears all resulting costs.
3. If the authority dealing with driving exams and continuing education does not allow the driving test or rehearsal course to take place on the agreed date and time due to bad weather conditions, another examination appointment will be announced by the this authority.

#### **Article 8. Dissolution of the agreement**

1. Theorie-Oefenexamen - TheorieSter - DriveYourWay is authorized to suspend the fulfilment of the obligations or to dissolve the agreement when:
  - the other party does not, not fully or not timely fulfil the obligations of the agreement;
  - after the conclusion of the agreement, Theorie-Oefenexamen - TheorieSter - DriveYourWay becomes aware of circumstances that give good reason to fear that the other party will not fulfil its obligations;
  - the other party was requested to provide security for the fulfilment of its obligations concerning the agreement and this security is not provided or is insufficient;
  - if, due to the delay on the part of the other party, Theorie-Oefenexamen - TheorieSter - DriveYourWay can no longer be expected to fulfil the agreement under the original and agreed upon conditions, Theorie-Oefenexamen - TheorieSter - DriveYourWay is entitled to terminate the agreement.
2. Additionally, the other party remains fully liable to Theorie-Oefenexamen - TheorieSter - DriveYourWay for all damage suffered and / or to be suffered by Theorie-Oefenexamen - TheorieSter - DriveYourWay in connection with the above.
3. A change of the assignment concluded in consultation between the parties is regarded as a new assignment. The parties enter into a new agreement for the new assignment, simultaneously terminating the existing assignment.

#### **Article 9. Force majeure**

1. Theorie-Oefenexamen - TheorieSter - DriveYourWay is not obligated to fulfil any obligation towards the other party if it is prevented from doing so as a result of a circumstance that is not attributable to fault, nor under the law, a legal act or generally accepted views.
2. In these general terms and conditions, force majeure is understood to mean, in addition to what is understood in this respect in law and jurisprudence, all external causes, foreseen or unforeseen, on which Theorie-Oefenexamen - TheorieSter - DriveYourWay cannot have any influence, but as a result of which Theorie-Oefenexamen - TheorieSter - DriveYourWay is unable to fulfil its obligations. Strikes within the company of Theorie-Oefenexamen - TheorieSter - DriveYourWay or of third parties including Theorie-Oefenexamen - TheorieSter - DriveYourWay also grants the right to invoke force majeure if the circumstances that (further) prevent fulfilment of the agreement, occurs after Theorie-Oefenexamen - TheorieSter - DriveYourWay should have fulfilled its obligation.
3. Theorie-Oefenexamen - TheorieSter - DriveYourWay can suspend the obligations forthcoming from the agreement during the period that the force majeure continues. If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement, without any obligation to pay compensation to the other party.
4. Illness on the part of the other party is fully for the account and risk of the other party and does not release the other party from its obligation to pay cancellation costs.

#### **Article 10. Use of references**

Upon registration or agreement, Theorie-Oefenexamen - TheorieSter - DriveYourWay obtains the right to use the name of the contract partner as a reference. If you object to this, you can object to this in writing.

**Signature:**

## Article 11. Invoicing and payment

1. The other party is obligated to pay invoices from Theorie-Oefenexamen - TheorieSter - DriveYourWay prior to the training. If the tuition fees owed (including costs for teaching materials and exam) are not paid on time and in full, exclusion from participation may follow.
2. If Theorie-Oefenexamen - TheorieSter - DriveYourWay sends the invoice after the course or training has been completed, the payment is still due within 14 days. After this period has expired, the other party will be in default without any notice of default or reminder being required. In that case, the other party owes the statutory interest.
3. Theorie-Oefenexamen - TheorieSter - DriveYourWay can, without being in default as a result, refuse an offer for payment if the other party indicates a different order for the allocation of the payment. Theorie-Oefenexamen - TheorieSter - DriveYourWay can refuse full payment of the principal sum, if the open and accrued interest and collection costs are not also paid.
4. Theorie-Oefenexamen - TheorieSter - DriveYourWay is not bound to reduce any subsidy schemes to which the client is entitled on the invoice. If, for whatever reason, a subsidy is not immediately awarded to the client, the client does not reserve the right to cancel a course, training or course.
5. In the event of registration for a complete driver training for one certain category or more categories of driving licenses, the other party is obligated to make a deposit of at least € 500.00 on the course fee.
6. The course fee owed must be credited to the bank account of Theorie- Oefenexamen - TheorieSter - DriveYourWay within 30 days after registration, unless otherwise agreed. As long as the due course fee has not been paid (including exam fees), no exam will be taken.
7. If the course fee has not yet been credited to the account of Theorie- Oefenexamen - TheorieSter - DriveYourWay before the start of the training, proof of payment must be brought on the first day of the training. It is also possible to pay cash at the office. When the student/client chooses to pay in cash, this has to be done before or on the first day of the training. Without proof of payment it is not allowed to participate in the course.
8. Objections to the amount of an invoice do not suspend the payment obligation. The other party who is not included in section 6.5.3 (articles 231 to 247 book 6 of the Civil Code) is also not entitled to suspend payment of an invoice for any other reason.
9. If the payment obligation is not met within the stated period, the student is in default without further notice. From that moment on, the student owes the statutory interest per month on the outstanding amount. If payment is not made, Theorie-Oefenexamen - TheorieSter - DriveYourWay will be obligated to call in its collection agent. All resulting costs (including extrajudicial and judicial) will have to be paid by the other party. Extrajudicial collection costs amount to 15% of the outstanding amount with a minimum of € 125.00.
10. In all cases of co-signing of a company / institution, parents / guardian or otherwise, Theorie-Oefenexamen - TheorieSter - DriveYourWay will invoice the tuition fees owed to the co-signer, unless it is explicitly stated on the registration form that the invoice is to be sent to the student.
11. If the customer is entitled to crediting of course fees or is otherwise entitled to a refund of previously made payments, these claims will be refunded within a period of 1 month from the moment of summons by the customer.
12. Theorie-Oefenexamen - TheorieSter - DriveYourWay is not obliged to refund the lesson credit, if the student passes his driving license.
13. Theorie-Oefenexamen - TheorieSter - DriveYourWay is also not obliged to continue the agreed driving training/lessons and/or to refund driving lessons/ exam credits if the student interrupts or suspends his driving training for a period longer than 6 months.

## Article 12. Liability

1. Theorie-Oefenexamen - TheorieSter - DriveYourWay is not liable for damage, of whatever nature, caused by incorrect and / or incomplete data provided by the other party.
2. The liability of Theorie-Oefenexamen - TheorieSter - DriveYourWay will never exceed the total amount of the relevant agreement, or never exceed the amount for which Theorie-Oefenexamen - TheorieSter - DriveYourWay is insured.
3. Theorie-Oefenexamen - TheorieSter - DriveYourWay is not liable for damage incurred to the client or participant during the execution of the education or training. The other party indemnifies Theorie-Oefenexamen - TheorieSter - DriveYourWay and the persons engaged by it against all claims from third parties related to the execution of the assignment. The liability of Theorie-Oefenexamen - TheorieSter - DriveYourWay towards the other party is limited to the amount of the assignment and / or the tuition fee.
4. Theorie-Oefenexamen - TheorieSter - DriveYourWay is never liable for indirect damage, including consequential damage, lost profit, missed savings and damage due to business stagnation.

## Article 13. Applicable law and disputes

1. All agreements are governed by Dutch Law. In case of disputes, only the judge of the place of business of Theorie-Oefenexamen - TheorieSter - DriveYourWay has jurisdiction.
2. The parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation.

## Article 14. Response times

Questions of an administrative nature or questions regarding education, courses or training will be answered in writing or verbally within a period of no more than 10 working days.