

General Terms and Conditions for Consumers of Private Education and Training

These General Terms and Conditions were drawn up in November 2011 between the sector organisation and Consumentenbond within the framework of the Co-ordination Group on Self-regulatory Consultation of the Social and Economic Council of the Netherlands and come into effect in October 2013. Netherlands Institute of International Relations "Clingendael" is not a member of the aforementioned sector organisation but has registered independently with the Complaints Board for Private Education Institutions of the Dutch Foundation for Consumer Complaints Boards (see the latter's website). As part of the registration binding agreements have been entered into with the Dutch Foundation for Consumer Complaints Boards on compliance with its rulings.

The clauses below have been adopted by Clingendael itself. No consultation has taken place on this matter between the sector organisation and the consumer organisation(s) in the framework of the Co-ordination Group on Self-regulatory Consultation of the Social and Economic Council of the Netherlands. These provisions cannot, of course, impinge on the bilaterally adopted clauses and are intended only to further strengthen the position of the consumer.

Article 5 – Amended cancellation conditions largely advantageous to the consumer.

Article 17 – Not applicable as Clingendael is not affiliated with the sector organisation.

Article 18 – Amended as Clingendael is not affiliated with the sector organisation.

These General Terms and Conditions for Consumers issued by the Netherlands Institute of International Relations "Clingendael" have been filed with the Haaglanden Chamber of Commerce under the number 41152832.

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Article 1 – Definitions

Education	Education, training, course, distance education as well as contact education.
Distance education	Form of education in which the teacher and student or course participant are not present in person at the same time.
Contact education	Form of education with direct interaction between the teacher or trainer and student or course participant.
Formal education	Education regulated by legislation and leading to a formal and legally recognised diploma.
Non-formal education	Education not regulated by legislation.
Education service	Delivery of education, with or without the supply of course material and with or without exams or other forms of testing.
Agreement	An agreement as referred to in article 2 paragraph 1.
Distance agreement	An agreement concluded exclusively through the use of one or more remote communication techniques, such as written correspondence or electronic communication.
Entrepreneur	Netherlands Institute of International Relations "Clingendael".
Consumer	Natural person who does not conduct a profession or business and who purchases an education service from the entrepreneur.

Article 2 – Applicability

1. These General Terms and Conditions apply to all agreements between the entrepreneur and the consumer concerning an education service, relating to both formal and non-formal education, and to all agreements covering only the purchase of course material.
2. If the entrepreneur also uses other (sector-related) general terms and conditions and those terms and conditions have not been established in consultation with consumer organisations, such terms and conditions shall not apply to the agreement. This is without prejudice to the entrepreneur's right to apply additional conditions in the agreement, if and to the extent that these do not differ from these General Terms and Conditions to the detriment of the consumer.
3. The entrepreneur may also use other general terms and conditions which have been established in consultation with one or more consumer organisations. In that case, the complaints board referred to in article 16 shall decide which conditions apply to the agreement on the basis of the terms agreed between the parties on the establishment of the agreement.

Article 3 – Offer

1. The entrepreneur shall submit the offer (preferably) in writing or electronically.
2. The offer shall contain a full and detailed description of the education service and/or the course material that forms part of the education service. The offer shall also state whether the use of this course material is compulsory.
3. Each offer must contain information making it clear to the consumer which rights and obligations apply on acceptance of the offer. The offer must in any case specify clearly and comprehensibly the following details:

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- a. in the case of an agreement relating to an education service:
 - the method of delivery or implementation of the agreement;
 - the time of the start of the education service;
 - the conditions applying in the case of cancellation of the education service;
 - where applicable: the admission requirements for participation in the education;
 - the fee, including all additional costs and taxes;
 - the method of payment;
 - the duration of the agreement,
- b. or in the case of an agreement covering only the purchase of course material:
 - the fee, including all additional costs and taxes;
 - the method of payment, delivery or implementation of the agreement;
 - the time of delivery of the course material.
4. Prior to the agreement the consumer shall be explicitly notified of these General Terms and Conditions, which form an integral part of the general provision of information by the entrepreneur.
5. The entrepreneur may associate the issuance of an offer and/or the acceptance of an assignment with the condition that the consumer submits his personal details and/or a copy of a valid passport or valid identity card.
6. Notwithstanding the provisions of paragraphs 1 to 5 the offer must also include the following details in the case of a distance agreement:
 - a. the name and address of the entrepreneur, including the physical address of the offices of the entrepreneur;
 - b. the consumer's right to terminate the agreement within seven working days in accordance with article 6 paragraphs 2 and 3;
 - c. whether additional costs will be charged for contact with the entrepreneur by telephone or internet: the amount of the current rates;
 - d. the period of validity of the offer.

Article 4 – Agreement

1. The agreement is concluded on acceptance of the offer by the consumer. After the agreement is concluded, the consumer shall receive confirmation in writing or electronically.
2. If the assignment is granted electronically, the entrepreneur shall send an electronic confirmation to the consumer; until such time as receipt of an electronically accepted assignment has been confirmed by the entrepreneur, the consumer may cancel the assignment.
3. After a distance agreement has been concluded, the details referred to in article 3 paragraphs 3 and 6 shall be submitted in writing or on another durable data carrier that is available and accessible to the consumer.

Article 5 – Cancellation

1. In the case of an agreement relating to contact education with a fixed start date, the following cancellation provisions apply, after any cooling-off period:
 - a. cancellation before the start of the contact education must be sent by registered letter or by e-mail with confirmation of receipt;
 - b. if the agreement is cancelled two months or more before the start of the education, the consumer is not required to pay any costs.
 - c. if the agreement is cancelled between two months and one month before the start of the contact education, the consumer is required to pay 25% of the agreed fee, subject a minimum of €50;

- d. if the agreement is cancelled less than one month before the start of the contact education, the consumer is required to pay 50% of the agreed fee, subject to a minimum of €50;
 - e. if the agreement is cancelled less than two weeks before the start of the contact education, the consumer is required to pay the full agreed fee;
 - f. before the start of the contact education the consumer may send a replacement to take part in the contact education free of charge.
2. In the case of distance education, after the agreement has been concluded and after the end of the cooling-off period, cancellation is no longer possible.
 3. Until two weeks before the start of the contact education the entrepreneur may decide to cancel it. Any sums already paid will be returned within seven days and an alternative will be offered in consultation with the consumer.

Article 6 – Termination of the agreement

1. The consumer may terminate a fixed-term agreement at any time. Early termination shall in principle not lead to a refund of the fee payable by the consumer nor to cancellation of his duty to pay the fee, except for the costs of course material which has not (yet) been supplied.
2. For seven working days after the conclusion of a distance agreement concerning an education service, the consumer is entitled to terminate the agreement without stating his reasons. If not all details have been provided, as referred to in article 3 paragraph 6, this period shall be seven working days after the provision of the details up to a maximum of three months after the conclusion of the agreement.
3. In the case of a distance agreement covering only the purchase of course material, the consumer has a period of seven working days in which he may terminate the agreement without stating his reasons. This period commences on the day following the day of receipt of the course material.
4. In accordance with the provisions of paragraph 5, the consumer is entitled free of charge to a refund of amounts already paid if the agreement is terminated according to paragraphs 2 and 3. The entrepreneur shall repay such amounts as soon as possible and in any case within 30 days of the termination.
5. If the agreement is terminated according to paragraphs 2 and 3, the consumer must return any course material received from the entrepreneur as soon as possible. The entrepreneur is entitled to charge the consumer the direct return costs involved. The consumer bears the risk of the return.
6. If the consumer invokes his right to terminate the agreement according to paragraphs 2 and 3, any supplementary loan agreement serving as a payment arrangement between the entrepreneur and the consumer shall be cancelled by operation of law, with no penalty being payable by the consumer.
7. There shall be no right to terminate the agreement according to paragraph 2 if the entrepreneur has already commenced the education with the agreement of the consumer before the period of seven working days has elapsed. The commencement of the education may also be deemed to be the time at which access is obtained to course material provided electronically.

Article 7 – Fee changes

1. If a fee is changed within three months after the conclusion of the agreement but prior to the commencement of the education or the delivery of the course material, this shall not affect the agreed fee.
2. The consumer is entitled to terminate the agreement if the fee is increased more than three months after the conclusion of the agreement but prior to the commencement of the education or the delivery of course material.
3. Paragraphs 1 and 2 are not applicable to any fee changes required by law.

Article 8 – Delivery

1. Course material
 - a. The entrepreneur shall deliver the course material to the consumer on time. Delivery on time is also deemed to mean timely provision of access to course material provided electronically.
 - b. In the case of the purchase of course material without education, the maximum delivery period is 30 days, unless agreed otherwise. If this delivery period is exceeded, the consumer is entitled to terminate the agreement without further notice of default.
 - c. Incorrect or damaged course material shall be replaced by the entrepreneur immediately.
2. Marking
 - a. The consumer shall be notified of the period within which submitted assignments or exams will be marked.
 - b. The time of receipt of marked work must be in reasonable proportion to the time of resumption of the education or of any resit.

Article 9 – Compliance

1. The education service must comply with the agreement and must be implemented in a competent manner with the use of proper facilities.
2. The supplied course material must comply with the agreement and have such characteristics as are required for normal use, taking into account all circumstances, as well as for any agreed particular use.

Article 10 – Payment

1. Payment shall be in cash unless agreed otherwise. Payment in cash also includes a transfer of the due amount to a bank or giro account specified by the entrepreneur at the time of purchase or delivery or payment by electronic means recognised by banks.
2. If payment in instalments has been agreed, the consumer must pay according to the instalment periods and percentages specified in the agreement, in accordance with the provisions of paragraph 3.
3. Payment for the education service shall be made prior to the commencement of the course. The entrepreneur is entitled to payment of the full amount by the consumer no later than 10 working days prior to the commencement of the education.
4. In case of the purchase of course material without education, payment must be made at the time and place of delivery. The entrepreneur may require the consumer to pay at least half of the fee in advance.

Article 11 – Overdue payment

1. The consumer shall be in default as soon as the payment date has passed. After that date the entrepreneur shall send a payment reminder and give the consumer the opportunity to pay within 10 working days after receipt of such payment reminder.
2. If the due amount remains unpaid after the period stated in the payment reminder has elapsed, the entrepreneur is entitled to charge interest and reasonable costs of collection or extrajudicial collection. Interest may be charged from the payment date and shall be equivalent to the statutory interest rate.
3. During the handling of a complaint or dispute in accordance with articles 15 and 16, the entrepreneur shall suspend the charging of interest and collection costs.

Article 12 – Non-compliance with the agreement

1. If either party fails to comply with an obligation in the agreement, the other party is entitled to suspend his corresponding obligation. In the case of partial or inadequate compliance suspension is only permitted in so far as it is justified by the failure.
2. The entrepreneur has the right of retention if the consumer fails to fulfil a due obligation, unless such retention is not justified by the failure.
3. If either party fails to comply with the agreement, the other party is entitled to terminate the agreement, unless such termination is not justified by the failure due to its insignificance.

Article 13 – Liability of the entrepreneur

1. In so far as the entrepreneur has imputably failed to meet his obligations and the consumer has suffered damage as a consequence, the entrepreneur's liability for damage which is not a result of personal injury, death or property damage shall be limited to compensation for direct damage.
2. The liability of the entrepreneur for personal injury, death or property damage shall not be excluded or limited.
3. The liability referred to in paragraphs 1 and 2 extends to persons employed by the entrepreneur or persons engaged by him to implement the agreement.

Article 14 – Confidentiality

1. Any information submitted by consumers shall be treated confidentially by the entrepreneur, his staff and/or other persons working for him. The entrepreneur shall comply with the valid privacy laws.

Article 15 – Questions and complaints

1. The entrepreneur shall answer any questions of an administrative nature and questions on the content of the education service within 10 working days calculated from the date of receipt. In the case of letters that are expected to take longer to process the entrepreneur shall send a confirmation of receipt to the consumer by return, together with an indication of when he can expect a more detailed answer.
2. Any complaints on the implementation of the agreement must be clear and complete and submitted in good time to the entrepreneur, after the consumer has discovered or has been able to discover the defects. Complaints submitted within two months are deemed in any event to have been submitted in time. If a complaint is not submitted in time, the consumer may lose his or her rights in the matter.
3. If the complaint cannot be resolved in mutual consultation, a dispute is deemed to have arisen for which the dispute resolution provisions of article 16 apply.

Article 16 – Dispute resolution

1. The agreement shall be governed by the law of the Netherlands, unless the law of another country applies on the basis of mandatory law.
2. Disputes between the consumer and the entrepreneur concerning the conclusion or implementation of agreements in relation to the services supplied or to be supplied by the entrepreneur may be referred by both the consumer and the entrepreneur to the Complaints Board for Private Education Institutions in The Hague, Bordewijklaan 46, PO Box 90 600, 2509 LP Den Haag (www.degeschillencommissie.nl).
3. The Complaints Board shall only handle a dispute if the consumer has first filed his complaint with the entrepreneur in accordance with the provisions of article 15 and if this has not led to a solution that is satisfactory to both parties.

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4. A dispute must be submitted to the Complaints Board not later than three months after it arises.
5. A fee is payable for the handling of a dispute.
6. If the consumer submits a dispute to the Complaints Board, the entrepreneur is bound by this decision.
7. If the entrepreneur wishes to submit a dispute to the Complaints Board, he must first request the consumer in writing to state within five weeks whether he agrees to the submission of the dispute. The entrepreneur must also state at that time that he considers himself free to refer the dispute to the ordinary court after the aforementioned period.
8. The Complaints Board shall issue its ruling in accordance with the regulations applicable to it. The decision of the Complaints Board shall be binding.
9. The provisions of paragraphs 2 to 8 of this article shall apply except in cases of formal education in which a binding legal dispute resolution procedure applies, such as for examination of the student.

Article 17 – No longer applicable

Article 18 – Modifications

Clingendael shall only modify these General Terms and Conditions in consultation with the Complaints Board for Private Education Institutions.