

Additional Conditions of STE Eindhoven bv, 1 January 2018
(for private customers)

Additional Conditions for Private Education and Courses

These updated Additional Conditions of STE Eindhoven bv, which apply with effect from 1 January 2018, serve to supplement the Terms and Conditions for Consumers of the Dutch Council of Training and Education (*Nederlandse Raad voor Training en Opleiding*, 'NRTO'), which are available at https://www.ste.nl/view.php?action=view&Pagina_Id=18

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Article 1 - Definitions

Education	All education, courses and/or training, whether through Distance Learning or Contact Education
Distance Learning	A form of Education where the teacher and the student or course participant are not present in person at the same time
Contact Education	A form of Education where the teacher or trainer and the student or course participant interact directly
Formal Education	Any Education that is regulated by law and that results in a formal and legally recognised diploma
Non-Formal Education	Any education that is not regulated by law
Educational Service	The provision of Education, whether or not this includes providing teaching materials and whether or not this includes exams of those teaching materials or another form of assessment
Contract	A contract as defined in Article 2(1)
Distance Contract	A Contract that is formed using exclusively one or more methods of remote communication, for example written correspondence or electronic communication
Company	A natural person or legal entity that is affiliated with NRTO and that provides an Educational Service
Consumer	A natural person not acting in the performance of a profession or the conduct of a business who that procures an Educational Service from the Company

Article 2 – Scope of applicability

1. These Additional Conditions apply to all Contracts between the Company and the Consumer for an Educational Service, whether that is Formal Education or Non-Formal

Education, and to all Contracts that exclusively concern the purchase of teaching materials.

Article 3 – Cancellation

The following provisions apply in deviation from the Terms and Conditions. Any and all cancellations of enrolments/applications must be made in writing. If cancellation is made at least 10 business days before the course is scheduled to commence, a fee of €50.00 will be charged for administrative and intake costs; for Open Enrolment courses, this is 5 business days before the course is scheduled to commence. If cancellation is made later, yet before the course commences, 50% of the total amount will be charged. If, at the course participant's request, the course is scheduled less than 10 business days before commencement, a fee of 50% of the course costs will similarly be charged in the event of cancellation.

If a course participant wishes to terminate the course after it has commenced, a fee of 100% of the costs of the course will be charged.

Article 4 – Relocation/rescheduling of courses

These provisions do not apply to Open Enrolment courses.

Courses may be relocated until 10 business days before the course commences, without any fee being charged. If the course is relocated less than 10 business days before its commencement, we will charge a fee of 50% of the costs of the course. If, at the course participant's request, the course is scheduled less than 10 business days before its commencement, a fee of 50% of the training costs will similarly be charged in the event of relocation.

After the course has started, the participant may exercise the right to reschedule classes up to three times per individual course without any fee being charged. Separate classes may only be rescheduled if the request to that effect is made at least 3 business days before the original scheduled time. If a class is rescheduled 2 business days beforehand, 50% of the class costs will be charged; if it happens 1 business day beforehand, the class will be considered to have been 'taught'.

Separate eCoach moments may only be rescheduled if the request to that effect is made at least 2 business days before the original scheduled time or times. If the course participant does not contact the eCoach at the prearranged time, and if the eCoach is unable to make contact with the course participant, the eCoach moment will be cancelled. The course participant may exercise the right to reschedule eCoach moments up to three times per individual eCoach course without any fee being charged. However, the prearranged duration of the course (or course component) may not be exceeded.

Article 5: When the participant may cancel a course contract, and on what conditions

- The course participant is entitled to cancel the Contract for the course, subject to 1 month's notice, if the participant cannot within reason be expected to continue the Contract. This applies include situations where the course participant relocates to another town or city, or where the municipality asks the course participant to attend classes at other times in connection with work or work preparation. No minimum Contract duration applies. The course participant will then pay proportionately for the sessions scheduled up to that point, plus any costs for the course materials and €50.00 for administrative charges.
- The course participant may terminate the Contract following arbitration, if the decision goes in his or her favour. A participant who purchased the course directly

is at all times entitled to cancel the course with due observance of 1 month's notice, subject to a minimum course duration of 3 months.

- If a complaint is made that remains unresolved even after the individual pursuing civic integration has followed the complaints procedure, that individual may also refer the complaint to the Complaints Hotline and the Arbitration Board. STE Language is required to explain this possibility to all individuals pursuing civic integration. If you receive a complaint from a cancelling course participant, the minimum course duration is set at 2 months as a gesture of goodwill.

Article 6 – What happens when a group course participant misses classes

Classes that are missed as part of a group course cannot be subsequently made up, nor can the costs be reclaimed.

Article 7 – Group composition

Once an in-company course has commenced, the composition of the group may not be changed.

Article 8 – Duration and completion of courses

The course/component must be completed no later than 1 year after the date of approval. For eLearning modules, the access code will expire automatically 1 year after the course started. At the end of each course, a certificate will be issued to each participant who attended at least 2/3 of the classes and received a pass grade for the final test. The certificate shows the exit level in accordance with the Common European Framework of Reference.

Article 9 – Group size for Open Enrolment courses

Courses will commence when at least 4 participants have enrolled. Groups will consist of no more than 9 individuals.

Article 10 – Certificates and final tests for Open Enrolment courses

Within 4 weeks after the Open Enrolment course, a certificate will be issued showing the result achieved. Results are based on all components making up the course. We expect course participants to attend at least 2/3 of the classes. Another component is completion of a test. The tests are at all times property of STE. Tests may be reviewed. Final tests may be made up until 3 weeks after the final class. The participant has 1 opportunity to resit the test. That resit must be taken within 2 months after the end of the course. The maximum additional costs of the resit are €150.

Article 11 – Amendments

STE Eindhoven bv will only amend these Further Terms and Conditions in consultation with NRTO.