



## General Terms and Conditions for Consumers for Private Education and Training

Education & Training Eline Snel b.v. (part of 'Foundation Academy for Mindful Teaching') has drawn up these General Terms and Conditions in accordance with the General Terms and Conditions for Consumers of the Dutch Council for Training and Education (NRTO) which are fully endorsed by Education & Training Eline Snel and which came into effect following consultation with the Dutch Consumers' Association in November 2020.

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## Article 1 - Definitions

Education	Education, study programme, course and/or training, distance education as well as face-to-face instruction.
Face-to-face instruction	Form of education with direct interaction between the teacher and the student or the course participant.
Informal education	Education that is not regulated by specific educational legislation.
Educational service	Providing education, study programmes and/or training and/or the provision of teaching materials and/or offering (modular) examinations and/or an APL course and/or another form of assessment.
Agreement	An agreement as referred to in article 2 subclause 1.
Distance contract	An agreement that is concluded between Education & Training Eline Snel b.v. and you in the context of an organised system for the distance-selling of products, digital content and/or services, whereby up to and including the concluding of the agreement exclusive use is made of one or more means of distance communication.
Start-up costs	The costs a trainer has incurred in advance for the performance of the study agreement. A trainer always incurs start-up costs for you. These costs include: administration costs, IT costs, marketing costs, personnel costs; hiring a training location; sending and following up on the documents to be sent or to be submitted by the student, including the education agreement; if applicable, taking an intake test and/or conducting an intake interview; planning and compiling the groups, timetables and recruiting and scheduling the instructors; specific information/information provision; distribution of information material; administrative processing of registration; creating the student file; creating and configuring the student account in the online





	learning environment; preparations for and implementation of any introduction; related expenses such as postage, online licence fees, costs for intake tests, information material, etc.) Or other costs to the extent that a trainer can demonstrate these.
You	The natural person who does not act in the exercise of an occupation or company and who purchases an educational service from Education & Training Eline Snel b.v.

## Article 2 - Applicability

1. These General Terms and Conditions apply to all agreements concluded between Education & Training Eline Snel b.v. and you with regard to an educational service concerning formal education as well as informal education.
2. If Education & Training Eline Snel b.v. also uses other (sector-related) general terms and conditions and these terms and conditions have not come into effect in consultation with consumer organisations, these terms and conditions will not apply to the agreement. This will not be the case if provisions are included regarding which nothing has been arranged in these general terms and conditions. All documents form part of the agreement, but there may not be any inconsistency. For example, the provisions of the Education and Examination Regulations (EER), the education agreement or the registration form. In the event of inconsistency, the provision that is most favourable for you will apply. However, Education & Training Eline Snel b.v. is always permitted to derogate, including from the general terms and conditions, to your advantage.
3. Education & Training Eline Snel b.v. can also use other general terms and conditions that have come into effect in consultation with one or more consumer organisations. In that case, the disputes committee referred to in article 16 will determine which terms and conditions apply to the agreement on the basis of that which parties have agreed to regarding this at the coming into effect the agreement.

## Article 3 - Offer

1. Education & Training Eline Snel b.v. will issue the offer (preferably) in writing, or as the case may be by electronic means.
2. The offer will contain a complete and precise description of the educational service and/or of the teaching materials that form part of the educational service. The offer will also set out whether the use of these teaching materials is mandatory.





3. Every offer must contain such information, that it is clear to you what the rights and obligations are which are attached to the acceptance of the offer. The offer will in any event set out the following details in a clear and comprehensible manner;
  - a. in the event of an agreement related to an educational service;
    - the manner of performance of the agreement;
    - when the educational service starts;
    - the terms and conditions under which the educational service might be cancelled;
    - insofar as applicable: the admission requirements to be permitted to participate in the education;
    - the price, including all additional costs and taxes;
    - the payment method;
    - the duration of the agreement,
4. You will be expressly informed of these general terms and conditions prior to entering into the agreement, and these will form an integral part of the general information provided by the entrepreneur.
5. Education & Training Eline Snel b.v. is permitted to attach the condition to issuing an offer and/or the acceptance of an assignment that you provide your personal data and, insofar as the regulations of authorities necessitate this and/or permit this, that you submit a copy of a valid passport or a valid identity card.
6. Without prejudice to the provisions of subclause 1 up to and including 5, the offer of a distance agreement will furthermore contain the following details:
  - a. the identity and the address of Education & Training Eline Snel b.v., including the address of the business location of Education & Training Eline Snel b.v.;
  - b. your right to terminate the agreement within fourteen days in accordance with article 5 subclauses 5 and 6;
  - c. if additional costs will be charged for contact with Education & Training Eline Snel b.v. by telephone or via the internet: the amount of the applicable rate;
  - d. the validity period of the offer.

#### Article 4 - Agreement

1. The agreement comes into effect by means of your acceptance of the offer. After the coming into effect of the agreement you will receive confirmation of this in writing or by electronic means.
2. In the event of your providing an assignment by electronic means, Education & Training Eline Snel b.v. will send a confirmation by electronic means to you; as long as the receipt of an electronically accepted assignment has not been confirmed by Education & Training Eline Snel b.v., you can cancel the assignment.
3. After a distance agreement has come into effect, the details referred to in article 3 subclause 3 and subclause 6 will be provided to you in writing, or in another data carrier available to you and permanently accessible for you.





## Article 5 - Cancellation and (early) termination of the agreement

1. You can at any time cancel and terminate an agreement concluded for a specific duration. Education & Training Eline Snel b.v. will provide you with confirmation of this. If there is an agreement concerning face-to-face instruction with a recorded starting date, the following cancellation provisions and early termination arrangement will apply after the end of any cooling-off period. In that case, you pay: a reasonable fee for the work already performed, including the Start-up costs. For the sake of clarity, below you will find a summary of these costs as a percentage of the agreed price. These percentages relate to the maximum fee to be paid. If the reasonable fee to be paid is lower, you will be charged a lower fee. Upon request, the amount of the fee will be substantiated by Education & Training Eline Snel b.v.

	A course of less than 1 academic year	The course is 1 academic year or more than 1 academic year
Cancellation until 2 months prior to commencement	10% of the agreed price after deduction of the study material not yet received*	10% of the agreed price for only the first academic year and after deduction of the study material not yet received*
Cancellation between 2 months and 1 month prior to commencement	20% of the agreed price after deduction of the study material not yet received*	20% of the agreed price for only the first academic year and after deduction of the study material not yet received*
Cancellation between 1 month and 2 weeks prior to commencement	30% of the agreed price after deduction of the study material not yet received*	30% of the agreed price for only the first academic year and after deduction of the study material not yet received*
Cancellation less than 2 weeks prior to commencement	50% of the agreed price after deduction of the study material not yet received*	40% of the agreed price for only the first academic year and after deduction of the study material not yet received*
Early termination	In the event of early termination, 50% (as start-up costs) of the agreed price, after deduction of study materials not yet received, plus the costs of the academic year already expired, regardless of whether you	In the event of early termination, 40% (as start-up costs) of the agreed price for the ongoing academic year only, after deduction of study materials not yet received, plus the costs of the course already followed, irrespective of





	<p>attended the meeting(s). The total costs shall never exceed the agreed price. In principle, the costs of the course you have already followed will be determined as follows:</p> <p>In the case of a course for an entire academic year: the costs in proportion to the number of months/days during which the course was followed, including the current month.</p>	<p>whether you attended this/these meeting(s). The total costs will never exceed the agreed price. In principle, the costs of the education you have already attended will be determined as follows:</p> <p>In the case of a course for an entire academic year: the costs in proportion to the number of months during which the course was followed, including the current month.</p>
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*\* As standard or in individual cases, NRTO members are permitted to derogate from the percentage in the table above to your advantage. A lower percentage, which is indeed reasonable in the given circumstances, will only be agreed if you can prove that the application of the aforesaid percentage in your specific case does not meet the standards of reasonableness and fairness.*

2. Cancellation prior to the commencement of the face-to-face instruction, or early termination, will take place in writing, or as the case may be by electronic means;
3. When supervision is part of the agreement and an appointment for supervision is cancelled less than 24 hours before the supervision, the full amount of the planned supervision shall be charged.
4. You have the right to terminate the agreement without stating reasons for fourteen days after the concluding of a distance agreement with regard to an educational service. If Education & Training Eline Snel b.v. has not provided all details required by law, including the details referred to in article 3 subclause 6, this period will be fourteen days after the later provision thereof up to a maximum of twelve months after the concluding of the agreement.
5. The entrepreneur will make a form available to you for the termination of the agreement referred to. You will not be obliged to use this form for this purpose.
6. With due observance of the provisions of subclause 9, you have the right, in the event of termination in accordance with subclauses 5 and 6, to a repayment without charge of that which you have already paid. The entrepreneur will make the repayment as soon as possible and in any event within fourteen days after the termination.
7. In the event of termination in accordance with subclauses 5 and 6, you must return any teaching materials received from the entrepreneur as soon as possible. The entrepreneur will be entitled to charge the direct costs of the return to you. The return will take place at your risk. The teaching materials that are offered on an electronic data carrier and of which





the seal of the packaging has been broken cannot be returned, and you must pay the price thereof in full to Education & Training Eline Snel b.v.

8. If you invoke the termination option under subclauses 5 and 6, any additional loan agreement offered as a payment arrangement by Education & Training Eline Snel b.v. to you will be terminated by operation of law, without you owing any financial penalty.
9. The educational service can only commence during the cooling-off period on your express request. In such cases you will retain the right to terminate the agreement in conformity with subclause 2. If you terminate the agreement in such a case within the cooling-off period, you will owe a pro rata part of the price of the educational service to the entrepreneur.

## Article 6 - Force Majeure

Force majeure is any shortcoming in the implementation of the Agreement which cannot be attributed to Education & Training Eline Snel BV because it is not due to its fault, or which cannot be attributed to Education & Training Eline Snel BV by virtue of the law, legal action or generally accepted views.

1. In the event of temporary force majeure on the part of Education & Training Eline Snel b.v., Education & Training Eline Snel b.v. has the right to extend the delivery period by the period that the temporary force majeure continues. Under temporary force majeure is also understood the case that insufficient registrations have been received by Education & Training Eline Snel BV for a planned Education or event, or that there are restrictions imposed by the Government due to COVID-19.
2. In the event of permanent force majeure which makes commencement of services impossible, both Education & Training Eline Snel b.v. and you have the right to dissolve the agreement extrajudicially without the right to claim damages. Under permanent force majeure is also understood the situation that after a first postponement of the starting date of a Course or event insufficient registrations have been received by Education & Training Eline Snel BV.
3. In the event of temporary force majeure on the part of Education & Training Eline Snel b.v., including the situation that no teacher is available for a planned day of instruction, Education & Training Eline Snel b.v. has the right to cancel the day of instruction. Education & Training Eline Snel b.v. has the obligation to do everything possible to prevent that no teacher is available. The concerning cancelled day of instruction will be rescheduled as soon as possible and you will be informed in time.

## Article 7 - Copyright

The offered course materials are exclusively intended for personal use. All the items provided by Education & Training Eline Snel b.v., such as books, mock examinations, readers and software are protected by copyright vested in Education & Training Eline Snel b.v. or third parties. Without the express permission from Education & Training Eline Snel b.v., the items





referred to in this article may not be reproduced, disclosed and/or otherwise brought to the knowledge of third parties or provided to third parties, during the term of the course as well as thereafter, nor is it permitted to disclose the materials in an altered form, or to use these in one's own name without permission in writing from Education & Training Eline Snel b.v. The copyright/ownership rights to the course are fully vested in Education & Training Eline Snel b.v.

### Article 8 - Price changes

1. If, within three months after the concluding of the agreement but still prior to the commencement of the educational service, a price change occurs, this will not have any impact on the agreed price.
2. You will have the right to terminate the agreement if, after three months from the concluding of the agreement but prior to the commencement of the educational service, the price is increased.
3. Subclauses 1 and 2 do not apply to price changes ensuing from the law.

### Article 9 - Delivery

- 1) Teaching materials
  - a) The entrepreneur will deliver the teaching materials to you in a timely manner. Delivery in a timely manner is also taken to mean providing access to the teaching materials that are offered by electronic means in a timely manner.
  - b) The entrepreneur will immediately replace incorrect or damaged teaching materials without any costs for you.
2. Correction work
  1. You will be informed of the period within which the assignments or tests sent in will be corrected.
  2. The time of receiving the corrections back must be in a reasonable proportion to the time of the commencement of the continuation of the education, or as the case may be of any resits.

### Article 10 - Conformity and failure to comply with the agreement

1. The educational service and the teaching materials provided must meet your reasonable expectations. If you do not fulfil your obligations, Education & Training Eline Snel b.v. will be entitled to suspend his obligations. If Education & Training Eline Snel b.v. does not fulfil his obligations, you will be permitted to suspend your obligations. In the event of partial or improper fulfilment, suspension will only be permitted insofar as the failure justifies this.
2. Education & Training Eline Snel b.v. has the right of retention if you fail to pay an obligation which has become due, unless the failure does not justify this retention.







3. If one of the parties is in default of the performance of the agreement, the other party will be entitled to terminate the agreement, unless the shortcoming does not justify termination due to its minor significance.

#### **Article 11 - Payment**

1. Payment will take place by means of transfer of the amount owed to a bank account stated by Education & Training Eline Snel b.v. at the time of the purchase or delivery, or payment by means of an electronic form of payment recognised by banks. Payment in cash is also possible by agreement.
2. If payment in instalments has been agreed, you must - with due observance of the provisions of subclause 3 - make the payments in accordance with the instalments and the percentages, as these have been recorded in the agreement.
3. The payment for the educational service will take place prior to the time when the course starts. Education & Training Eline Snel b.v. may require that you have paid the full amount no later than 10 working days prior to the day of the commencement of the educational service, as referred to in article 3 subclause 3 under a.

#### **Article 12 - Payment not made in a timely manner**

- 1) You will be in default from the expiry of the payment date. After the expiry of this date Education & Training Eline Snel b.v. will send a payment reminder without charge and provide you with the opportunity to still make the payment within 14 days after receipt of this payment reminder.
  - a) If you do not fulfil your payment obligation(s) in a timely manner, the entrepreneur will send a reminder to you. You will be given 14 days to make the payment.
  - b) If, after the expiry of this period, you have not paid, the entrepreneur will be entitled to charge the statutory interest over the amount still owed as well as the extrajudicial collection costs.
  - c) These collection costs will amount to a maximum of: 15% over outstanding amounts up to € 2,500; 10% over the following € 2,500; and 5% over the following € 5,000 with a minimum of € 40.
  - d) Education & Training Eline Snel b.v. may derogate from the aforesaid amounts and percentages to your advantage.

#### **Article 13 - Suspension**

The entrepreneur will suspend the charging of interest and collection costs during the period in which a complaint or a dispute is being dealt with in conformity with the provisions of articles 16 and 17.





#### **Article 14 - Liability on the part of Education & Training Eline Snel b.v.**

Insofar as Education & Training Eline Snel b.v. fails attributably and you suffer damage as a result, the liability on the part of Education & Training Eline Snel b.v. for damage, which is not the result of injury, death, or property damage, will be limited to the payment of direct damage. The liability on the part of Education & Training Eline Snel b.v. for injury, death, or property damage is not excluded or limited. The liability applies to persons employed by Education & Training Eline Snel b.v., or as the case may be to persons who are engaged by Education & Training Eline Snel b.v. for the performance of the agreement.

#### **Article 15 - Confidentiality**

The information provided by you to Education & Training Eline Snel b.v., his personnel and/or persons who work for him, will be treated with confidentiality. Education & Training Eline Snel b.v. complies with the applicable privacy legislation.

#### **Article 16 - Questions and complaints**

1. Education & Training Eline Snel b.v. has the intention to answer the question or complaint as soon as possible and to your full satisfaction. Education & Training Eline Snel b.v. can be reached by telephone and by email for dealing with questions or complaints of an administrative nature, or regarding the contents of the course. These questions or complaints will be answered by Education & Training Eline Snel b.v. within ten working days, to be calculated from the date of receipt. Questions or complaints that require a longer processing time will be answered by Education & Training Eline Snel b.v. by return of post with acknowledgement of receipt and an indication of when you can expect an answer.
2. Education & Training Eline Snel b.v. does of course everything possible to prevent errors in your study package and to prevent the dispatch thereof. If something is nevertheless not in order, you can report this within ten days after receipt of the package. Any complaint must be submitted to Education & Training Eline Snel b.v. in a timely manner and fully and clearly described. Complaints that are not submitted within 2 months will not be dealt with. If the complaint cannot be resolved in mutual consultation, a dispute will have arisen that will be eligible for the dispute settlement rules of article 17.

#### **Article 17 - Dispute settlement rules**

1. The agreement is governed by the law of the Netherlands, unless on the basis of mandatory legal provisions the law of another country applies.
2. Disputes between you and the entrepreneur regarding the coming into effect or the performance of agreements with regard to the services and items delivered or to be delivered by the entrepreneur, can be submitted by you as well as by the entrepreneur to the Disputes Committee for Private Educational Institutions; further information can be found at: [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl).





3. The Disputes Committee will only accept a dispute if you have submitted a complaint in accordance with the provisions of article 16 to the entrepreneur and this has not resulted in a solution that is satisfactory for both parties.
4. A dispute must be submitted to the Disputes Committee within twelve months after submitting the complaint in accordance with the provisions of article 16.
5. A payment will be owed for dealing with a dispute.
6. If you submit a dispute to the Disputes Committee, the entrepreneur will be bound by this choice.
7. If the entrepreneur wants to submit a dispute to the Disputes Committee, the entrepreneur must first request in writing that you state within 5 weeks whether you agree to this. The entrepreneur must thereby announce that he will consider himself to be free after the expiry of the aforesaid period to submit the dispute to the regular court.
8. The Disputes Committee will make a decision with due observance of the provisions of the regulations applicable to it. The decision of the Disputes Committee will take place by means of binding advice.

#### **Article 18 - Performance bond**

1. The NRTO guarantees compliance by its members with the binding decision of the Disputes Committee for Private Educational Institutions, unless the member submits the binding decision within two months after the sending thereof to the court for annulment.
2. The NRTO does not provide any performance bond if before you have met the acceptance requirements (payment of the complaint-filing fee, the receipt of the filled in and signed questionnaire and any deposit) for the purpose of dealing with the dispute, one of the following situations occurs:
  - o - a moratorium is granted to the member, or
  - o - the member is declared bankrupt, or
  - o the business activities have actually been terminated.  
The determining factor for the latter situation is the date on which the business discontinuation was registered in the Commercial Register, or an earlier date, regarding which the NRTO can make it plausible that the business activities have actually been terminated.
3. The guarantee provided by the NRTO is limited to € 5,000 per binding decision. The NRTO provides this guarantee under the condition that you invoke this guarantee and that you transfer (assign) the claim on the basis of the binding decision to the NRTO up to a maximum of the paid amount simultaneously with the honouring of your reliance on the performance bond.

For the part exceeding this amount, the NRTO has an obligation to use best endeavours to ensure that the member complies with the binding advice.





STICHTING  
ACADEMIE VOOR MINDFUL TEACHING

*Methode Eline Snel*

#### Article 19 - Amendment

Education & Training Eline Snel b.v. shall only amend these General Terms and Conditions in consultation with De NRTO.

