

**01-1-2017**

## **General terms and conditions**

Quick Rijbewijs Terms and Conditions 1 January 2017

These terms and conditions apply to all products and packages agreements offered by Quick Rijbewijs located in Utrecht.

Before the driving agreement, client must carefully read the agreements.

### **The driving school must comply with the following agreements:**

#### **ARTICLE 1**

1. The student receives a practical lesson from an instructor who complies with the requirements of the law driving instruction motor vehicles (WRM). The instructor has a valid instructor certificate and is authorized to teach.
2. The driving test is reserved by the driving school within two weeks after the student has paid the exam costs.
3. In principle, client takes the driving test in the car in which lessons are given. However, in the case of force majeure, the student may take the exam in a replacement car modified for driving lessons.
4. In case something happens e.g. accident, fine, the liability falls on the driving.
5. If the lessons cannot take place due to the illness of the instructor or an accident, weather, and/or traffic conditions, the student will be informed in time and a new appointment will be made in which case, the student cannot claim a refund and/or compensation.

### **The student must comply with the following agreements:**

#### **ARTICLE 2**

- 2.1 To take lessons, the student must be at least 16.5 years old.
- 2.2 The student ensures that he or she is ready for the driving lesson on agreed time and place. The instructor waits up to 15 minutes for a student. If the student does not show up within this time the driver has the right to leave.
- 2.3 The student may cancel or postpone a driving lesson. This must be done 24 hours in advance. If the student reports it later, the driving school has the right to charge the lesson in connection with the reserved time.
- 2.4 A lesson cancelled too late will not be charged if there is an urgent reason. For example, the death of a close family, funeral, emergency hospitalization.

- 2.5 The student provides all necessary information about his/her medical and/or mental state.
- 2.6 If the student conceals something from what is stated in 2.5, the driving school has the right to terminate the lessons immediately without refund of tuition fees.
- 2.7 In the event of damage caused as a result of situations mentioned in 2.5, the driving school has the right to claim the damage.

**The following conditions apply to the method of payment:**

**ARTICLE 3**

- 3.1 Payments must be made online, in cash, or transferred to the account number of the driving school.
- 3.2 For the packages the payment is up to 4 instalments possible. The first payment must be made before the first lesson and the final instalment should be paid before the first practical exam.
- 3.3 If payments are not paid on time, the driving lessons will be stopped.

**Exam and retake exam:**

**ARTICLE 4**

- 4.1 If the student does not appear on the exam or appears late due to any reason which can be attributed to the student, the student himself bears responsibility for all the resulting costs.
- 4.2 If the driving test cannot take place due to bad weather conditions, the student does not have to pay for the new exam. The driving school does have the right to charge the student the costs of 1 driving lesson before the exam.
- 4.3 The student must finish all the lessons in package before taking the exam. If the student fails the exam, he/she must take 4 double lessons or 8 hours lesson to prepare of the reset of exam. The cost of reset exam which is 250 Euro will be paid by Quick Rijbewijs. However, the student must still pay an admin fee of 50 Euro.
- 4.4 Before the retake exam, the student is obliged to take a minimum of 8 lessons.

**Termination of the lesson and package agreement**

**ARTICLE 5**

- 5.1 Quick Rijbewijs has the right to have all forms of agreements dissolved if:
1. the driving school strongly suspects that the pupil deliberately does not pass on any and/or incorrect information to the driving school (see Article 2.5)
  2. the driving school strongly suspects that the pupil deliberately does not cooperate in the progress of the lessons.
- 5.2 If the agreement is dissolved, the pupil must pay the costs for the lessons already taken.
- 5.3 When cancelling a package, the package will be refunded minus:
- the number of lessons driven, calculates as separate hours and €50 administration costs
- 5.4 The student must take all his or her lessons in the package within 18 months starting from the first lesson. If not, his/her exam guarantee expires. This is to ensure that a student takes structural lessons.

## **Additional agreements**

### **ARTICLE 6**

6.1 Quick Rijbewijs can make additional arrangements with the student if necessary. These agreements are included in a loan agreement.

6.2 Trial lesson is only free when purchasing a package.

6.3 However, these general terms and conditions will apply to all agreements.

### **Lesson packages ARTICLE 7**

7.1 If the student has purchased a package and is not yet ready for a practical exam at the end of the package, the student can take extra lessons until s/he is ready for the exam. The instructor will judge and advise on this.

### **Indemnification ARTICLE 8**

8.1 If the student receives a ticket during the driving lesson or the driving test and or causes damage to third party, the following agreements apply:

1. Quick Rijbewijs does not hold the student liable for fines and/or damages. Quick Rijbewijs is well insured driving school and take all the risk and responsibilities during the driving lesson.
2. If the student deliberately misbehaves in the car in such a way that a collision occurs despite the intervention of the instructor, the student can be held liable.
3. It is strongly forbidden to be under the influence of alcohol and or other narcotics during driving lessons. If after a collision it appears that the student was under the influence, the student can be held liable.

8.2 The instructor will ask the student if he/she has a denial of driving license. In such a case, the student may not drive a lesson car.

If it later turns out that the student has not told the truth before the lessons, the student can be held liable for any (financial) consequences such as fines and or damage caused to third parties

### **Disputes ARTICLE 9**

These general terms and conditions are exclusively governed by Dutch law.

