

# Terms and Conditions Rijschool Yoox

## Article 1: Responsibility Rijschool Yoox

- 1.1 Driving instruction is given by a qualified instructor in accordance with the requirements stated in the law: Wet Rijonderricht Motorrijtuigen (WRM).
- 1.2 The complete time of the lesson will be used for driving instruction.
- 1.3 The student will drive in the same car as much as possible and will in principle also take the final test in this car. If this is not possible, a similar car will be provided.
- 1.4 All necessary (company) insurances are up to date.
- 1.5 The instructor will be at the agreed time and place in order to give the lesson.
  - 1.5.1 If the student is not at the agreed time and place, the instructor will wait for 15 minutes.
  - 1.5.2 If the lesson cannot take place because of illness of the instructor, weather or traffic conditions, necessary car maintenance, the student will be informed, and the planned lessons will be rescheduled. The student can in such case not claim restitution or compensation.

## Article 2: Responsibility of the student

- 2.1 At the beginning of the course the student is at least 16,5 years of age.
- 2.2 At all lessons the student carries a valid ID.
- 2.3 The student will follow all directions from the instructor during the lessons.
- 2.4 The student will be at the agreed time and place in order to receive the lesson.
  - 2.4.1 If the student is late for the lesson, the time will be reduced with the same time as the student was late. In that case, the entire class time is to be paid.
  - 2.4.2 If the student fails to appear, the full fees will be charged.
- 2.5 If the student is unable to attend the lesson, the student will inform Rijschool Yoox in a timely fashion. In such case, no extra charges will apply.
  - 2.5.1 For a lesson which is cancelled by the student within 24 hours of the lesson, full charges apply.
- 2.6 The student will provide all relevant information about medical and / or psychological conditions, alcohol-or drug use, which may affect the lessons.
- 2.7 The student will provide all necessary information and documentation to Rijschool Yoox prior to application for the final test.

## Article 3: Payment

- 3.1 Separate lessons are to be paid in cash before the lesson starts.
- 3.2 Packages are paid in full prior to the first lesson by bank transfer to Rijschool Yoox.
- 3.3 The agreed tariffs will not be changed for the duration of the lesson agreement.

## Article 4: The driving test (practical test, resit, interim test, further investigation, accelerated particular examination) hereinafter the test

- 4.1 When the student has reached a level of driving to successfully take the test, in the opinion of Rijschool Yoox, the test will be requested by Rijschool Yoox, within two weeks of payment and delivery of all necessary paperwork by the student.
- 4.2 If the student fails to appear or is late for the test, or fails to show the correct paperwork for the test to go ahead, the test will be cancelled without refund and / or compensation. A new test

application will be made and the student will have to take lessons again until the next test. The student will have to pay for the additional lessons and the next test.

- 4.3 If the test cannot take place due to cancellation (e.g. weather conditions) by the CBR, the student only needs to pay the additional lessons.
- 4.4 Rijschool Yoox is not liable for the opinion of the examining body.

#### **Article 5: Termination of the Lesson Agreement;**

- 5.1 Rijschool Yoox can terminate the lesson agreement if Rijschool Yoox suspects that the student has deliberately supplied inaccurate information (see article 2).
- 5.2 If Rijschool Yoox suspects that the student is deliberately not cooperating with the lessons, Rijschool Yoox can terminate the lesson agreement.
- 5.3 If Rijschool Yoox decides to terminate the lesson agreement, the paid for but not yet given lessons will be refunded.
  - 5.3.1 If the student decides to terminate the lesson agreement, no restitution of funds will occur, except in consultation.

#### **Article 6: Additional agreements**

- 6.1 Rijschool Yoox can make additional agreements with the student.
- 6.2 Additional agreements cannot be in contradiction with these terms and conditions.

#### **Article 7: Accountability**

- 7.1 The student is not accountable for fines due to traffic violation and damage to others during the lesson unless;
  - 7.1.1 The student behaves in such a way, that despite intervention by the instructor, a traffic violation or accident occurs;
  - 7.1.2 The student is under the influence of drugs or alcohol (see article 2.6) and this is discovered after the traffic violation or accident;
  - 7.1.2 The student was prohibited from driving, by a judge, and has failed to mention this fact.

#### **Article 8: Disagreement**

The Dutch Law applies to these General Conditions.