

GENERAL TERMS AND CONDITIONS M.VENTURES B.V. (SPORT-PEOPLE)

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ARTICLE 1 - Definitions

Subscription: An arrangement whereby a one-off or periodic payment is made, which lasts for a period of time which gives the right to unlimited use of a learning offer for a certain period.

Distance learning: Form of education in which the teacher and you are not personally present at the same time. The most occurring is on demand (online) – live.

Contact education: Form of education with direct interaction between teacher or trainer and student or trainees.

Educational service: Providing education, education and/or training and/or the supply of teaching materials and/or the offering (partial) exams and/or an EVC process and/or another form of assessment.

EVC: Acquired competencies, gained during previous work experience or training courses. EVCs are via assessments are determined and can lead to shortened (accelerated) training programs.

Formal education: Education that is regulated by specific educational legislation and that is completed with a formal diploma, being a legally recognized diploma.

Non-formal education: Education that is not regulated by specific education legislation.

Education: Education, study, course and/or training, both distance learning, contact education by way of subscription education.

Agreement: An agreement, as referred to in Article 2, paragraph 1.

Distance contract: An agreement concluded between the entrepreneur and you in the context of a organized system for distance selling of products, digital content and/or services, including concluding the agreement, only one or more communication techniques are used at a distance.

S&P: Sport & People

Start-up costs: The costs incurred in advance by a trainer for the implementation of the study agreement. A trainer always incurs start-up costs for you. These costs are: administration costs, IT costs, marketing costs, personnel costs; renting a training location; sending and following up on the information submitted by the student send or deliver documents, including the education agreement; if applicable, purchase one intake test and/or conducting an intake interview; planning and compiling group divisions, class schedules and faculty recruitment and planning; specific information/information provision; spreading information material; administrative processing of the registration; setting up student file; setting up and setting up the student account in the online learning environment; the preparations for and implementation of any possible introduction; related expenses such as postage, online license costs, costs for intake tests, information material etc.) Or other costs as a trainer can demonstrate these.

You: Natural person who does not act in the exercise of a profession or business and who purchases an educational service from the entrepreneur.

ARTICLE 2 - APPLICABILITY

1. These General Terms and Conditions apply to all agreements between S&P and you in relation to an educational service, both regarding formal education and non-formal education.
2. If S&P also uses other (industry-related) general terms and conditions and those terms and conditions are not applicable have been established in consultation with consumer organizations, then those conditions do not apply to the agreement. This does not apply if it contains provisions that are not regulated in these general terms and conditions. All documents are part of the agreement but there should be no conflict. For example the provisions stated in the Education and Examination Regulations (OER), the education agreement or the registration form. In the event of a conflict, the provision most favorable to you applies. However, the entrepreneur may always deviate in your favor, also from the general terms and conditions. If only (partial) exams, EVC programs or other forms of assessment are offered, the provisions in Articles 3, paragraph 3, sub b, 5 paragraph 1, 8 paragraph 1, 8 paragraph 2 sub b and 9 paragraph 1 do not apply. If only (partial) exams are offered, the provisions of Article 5, paragraph 1 and paragraphs 3 to 7 do not apply.
3. S&P may also use other general terms and conditions that have been established in consultation with one or more consumer organizations. In that case, the dispute committee referred to in Article 18 will determine which conditions apply to the agreement on the basis of what the parties have agreed on at the realization of the agreement.

ARTICLE 3 - OFFER

1. S&P makes the offer electronically. (website, quotation, email)
2. The offer contains a complete and accurate description of the educational service and/or the teaching material that is part of the educational service. The offer also indicates whether use of this course material is mandatory.
3. Each offer must contain such information so that it is clear to you what rights and obligations are attached to acceptance of the offer. In any case, the offer clearly states the following information in an understandable manner;
 - a. in the case of an agreement relating to an educational service:
 - the method of execution of the agreement;
 - when the educational service starts;
 - the conditions under which the educational service may not take place;
 - where applicable: the admission requirements to participate in education;
 - the price including all additional costs and taxes;
 - the method of payment;
 - the duration of the agreement,
 - b. or in the case of an agreement relating to the purchase of teaching materials:
 - the price including all additional costs and taxes;
 - the method of payment, delivery of the teaching materials and/or execution of the agreement;
 - the delivery time of the teaching materials.
4. These general terms and conditions will be explicitly made known to you prior to the agreement and are an integral part of S&P's general information provision.
5. S&P may attach conditions to the making of an offer and/or the acceptance of an assignment that you provide personal data and, if and insofar as government regulations require this and/or permits, submits a copy of a valid passport or identity card.
6. Without prejudice to the provisions of paragraphs 1 to 5, the offer for a distance contract also includes the following data:
 - a. the identity and address of the entrepreneur, including the visiting address of the entrepreneur's branch;
 - b. your right to terminate the agreement within fourteen days in accordance with Article 5, paragraphs 5 and 6;
 - c. if additional costs are charged for contact with the entrepreneur by telephone or internet: the amount of the applicable rate;
 - d. the validity period of the offer.

ARTICLE 4 - AGREEMENT

1. The agreement is concluded by you accepting the offer. After the creation you will receive an electronic confirmation of the agreement.
2. In case of electronic order placement, S&P will send an electronic confirmation to you; as long as the receipt of an electronically accepted order has not been confirmed by S&P, you can cancel the order. You will receive this message automatically after agreeing to the terms and conditions confirm training. You will receive this directly in your email. The only exception is the Lifestyle Coach (post HBO). This agreement starts after the intake interview has shown that you meet the requirements.
3. After a distance contract is concluded, the information referred to in Article 3 paragraph 3 and paragraph 6 will be provided in writing or on another durable data carrier available to you and accessible to you.
4. The agreement applies to the total study duration of a training or course, including any re-examinations.

ARTICLE 5 - CANCELLATION, (IMMEDIATE) TERMINATION OF THE AGREEMENT, OR MOVING COURSES

1. You can cancel and terminate an agreement concluded for a fixed period at any time and S&P will send you confirmation of this. On demand courses not included. If there is an agreement regarding contact education with a fixed start date, after any reflection period has expired, the following cancellation scheme and interim termination scheme applies. You will then pay a reasonable fee for the work already performed, including the start-up costs. For the sake of clarity, you will find an overview of these costs below as a percentage of the agreed price. These percentages concern the maximum compensation to be paid. If the reasonable compensation to be paid is lower, you will receive a lower compensation.

Training/course	Training/course less than one year	Training/course one year or longer
Cancellation up to 2 months before start of the starting date.	10% of the agreed price minus study materials not yet received.	10% of the agreed price for the coming academic year only and minus study materials not yet received.
Cancellation between 2 months and 1 month before start of the starting date.	20% of the agreed price minus study materials not yet received.	20% of the agreed price for the coming academic year only and minus study materials not yet received.
Cancellation between 1 month and two weeks before start of the starting date.	30% of the agreed price study materials not yet received.	30% of the agreed price for the coming academic year only and minus study materials not yet received.

(continued)

<p>(IMMEDIATE) TERMINATION OF THE AGREEMENT</p>	<p>Upon interim termination 50% (as start-up costs) of the agreed price minus any study materials not yet received, plus the costs of the education already attended, regardless of whether you attended these meeting(s). The total costs will never exceed the agreed price. The costs of education already attended are in principle as follows: <u>For training that runs over the year:</u> the costs in proportion to the number of months/days in which the training was followed including the current month.</p>	<p>Upon interim termination 40% (as start-up costs) of the agreed price for the current academic year only minus any study materials not yet received, plus the costs of education already attended, regardless of whether you attended these meeting(s). The total costs will never exceed the agreed price. The costs of education already attended are in principle determined as follows: <u>For training running over the entire year:</u> the costs in proportion to the number of months in which the training has been followed including the current month. <u>For training divided into blocks:</u> the costs of the completed blocks/modules plus the costs of the module(s)/block(s) which at the at the time of the interim termination being followed. In case of a package, the courses will be calculated separately; in which case the package discount will not apply.</p>
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2. Cancellation before tuition has begun or upon early termination shall be made in writing or electronically at the mail address planning@sport-people.nl
3. In the case of an agreement concerning only a (partial) examination or an EVC route, the following cancellation policy applies after the expiry of the of the possible reflection period, the following cancellation regulations apply:
 - a. cancellation before commencement shall be in writing or electronically;
 - b. in the event of cancellation up to six weeks before commencement you will owe the administration fee with a maximum of € 50. For computer-based exams, this period is two weeks prior to commencement;
 - c. in case of later cancellation, you shall owe the full, agreed price. Unless the reasonable compensation for the work already carried out is lower, in which case you will be charged this lower fee. The amount of the fee will be substantiated by S&P at your request.
4. For distance learning, after the agreement has been made and after the reflection period has expired, cancellation is possible, but you remain obliged to pay the agreed price in full. Unless the reasonable compensation for the work already carried out is lower, in which case you will be charged this lower fee.
The amount of the fee will be substantiated by S&P at your request. Courses in subscription form can be cancelled free of charge after the agreed subscription period in the case of automatic renewal with a notice period of up to one month.
5. For fourteen days after the conclusion of a distance contract relating to an educational service you have the right to dissolve the agreement without giving reasons. If the entrepreneur has not provided all legally required information, including that referred to in article 3 subsection 6, this period will be period of fourteen days after the entrepreneur has provided this information up to a maximum of twelve months after the conclusion of the agreement.

6. In the case of a distance contract that relates primarily to the purchase of course material, you have a period of fourteen days within which you may dissolve the agreement without giving reasons. This period starts on the day following the day of receipt of the course material. However, if the course material delivered periodically, such as in the case of regular supplements of syllabi or book packs per year or semester, then the reflection period ends fourteen days, counting from the first day after receipt of the first course material. If S&P has not provided all legally required information, including that referred to in Article 3 paragraph 6, these periods are fourteen days from the date they are provided up to a maximum of twelve months after receipt of the course materials.
7. S&P will provide you with a form for said rescission of the agreement. You are not obliged to use this form for this purpose. Subject to the provisions of paragraph 9, in the event of termination in accordance with paragraphs 5 and 6, you are entitled to a free refund of what you have already paid. S&P will pay as soon as possible and in any case within thirty days of the dissolution.
9. In the event of dissolution in accordance with paragraphs 5 and 6, any course materials received from S&P must be returned to S&P as soon as possible. S&P is entitled to charge you for the direct costs of returning the goods. The return shipment is at your risk. Learning materials presented on an electronic data carrier whose packaging seal has been broken cannot be returned and their price must be paid in full by you to the S&P. Similarly, logging into the Huddle's account is considered teaching material.
10. If you invoke the termination option in paragraphs 5 and 6, without being liable for any penalty due, any additional money loan agreement as a payment arrangement from S&P to you shall be terminated by operation of law.
11. The educational service may begin during the cooling-off period only at your express request. In such cases, you retain the right to terminate the agreement in accordance with paragraph 2. If in such a case you dissolve the Agreement within the cooling-off period, then you will owe a proportional part of the price of the educational service to S&P.
12. If the educational service is offered for the most part by means of an electronic (learning) environment, then the right to terminate ends at the start of the educational service, provided that:
 - a. you have explicitly agreed in advance that performance may commence before the end of the dissolution period and that you declare to waive your right of dissolution, and
 - b. the entrepreneur has confirmed the statement referred to in sub a to you.
13. Once you have received the login details of the online learning environment cancellation is no longer possible you have started the course and agree to the fact that you now have access to all course material and that with that you have started the course 100%.
14. If you do not appear on lesson day 1 of the classroom training courses, the possibility of moving on free of charge will expire.

CANCELLATION OR POSTPONEMENT BY TRAINER

Applicable to classroom training and packages

S&P mag een opleiding c.q. cursus afgelasten indien er onvoldoende inschrijvingen zijn. Een opleiding c.q. cursus zal van start gaan bij minimaal 8 betalende Opdrachtgevers, tenzij anders is besloten door S&P. De Opdrachtgever ontvangt minimaal 3 dagen voor aanvang bericht indien een opleiding c.q. cursus geen doorgang zal vinden. S&P is gerechtigd een opleiding c.q. cursus te annuleren, zonder gehouden te zijn tot enige schadevergoeding, in het geval van een te gering aantal Opdrachtgevers, door ziekte van de Opdrachtgevers of docenten, trainers, instructeurs, en/of in het geval dat de samenstelling van de groep Opdrachtgevers, naar haar inzicht, afbreuk zal doen aan de beoogde kwaliteit van haar dienstverlening. Indien het aantal deelnemers daartoe naar het oordeel van S&P aanleiding geeft, is zij gerechtigd de opleiding c.q. cursus of examen te combineren met één of meerdere andere opleidingen c.q. cursussen, of deze op een latere datum of later tijdstip te laten plaatsvinden. Indien en voor zover zij hiertoe besluit over te gaan, bestaat geen recht op restitutie dan wel vermindering van de overeengekomen vergoeding van opleidings-, of cursuskosten.

ARTICLE 6 - Copyright

The course materials provided are for personal use only. All items provided by S&P, such as books, mock exams, readers and software are subject to copyright belonging to the entrepreneur or third parties. The items referred to in this article may not be reproduced, made public and/or published without prior permission from the entrepreneur. It is also not permitted to disclose the material in modified form or use it under one's own name without written permission from the entrepreneur. The copyright/property rights to the course belong entirely to S&P. If you use this for purposes other than those described above and S&P discovers this, S&P is entitled to send you a fine of €2,500 payable immediately and each day it occurs €100 until it is destroyed.

ARTICLE 7 - Price changes

1. If within three months of the conclusion of the agreement but before the start of the educational service a price change occurs, it will not affect the agreed price.
2. You are entitled to dissolve the agreement if after three months of the agreement the price is increased.
3. Paragraphs 1 and 2 do not apply to price changes resulting from the law.

ARTICLE 8 - Delivery**1. Teaching Materials**

- a. S&P will deliver the course materials to you in a timely manner. Timely delivery is understood to include providing timely access to course materials provided electronically.
- b. When purchasing course materials without tuition, the maximum delivery time is 30 days after receipt of initial payment, unless otherwise agreed upon. If this delivery period is exceeded, you may dissolve the agreement without further notice of default to dissolve the agreement.
- c. Wrong or damaged teaching materials will be replaced immediately by S&P at no cost to you.
- d. When returning course material when damaged, the student will pay the shipping costs himself. A possible settlement can only take place when the material is returned undamaged to the postal address of S&P to the postal address in Waalwijk.
- e. If S&P has a wrong home address and the package is returned, you will have to pay these costs yourself. S&P uses the home address provided during registration. You are responsible for timely notification of any a change. Address changes can be made by sending an e-mail to planning@sport-people.nl.

2. Correction work

- a. You will be notified of the deadline for correcting submitted assignments or tests.
- b. The time of receiving corrections back must be reasonably related to the time of commencement of the continuation of instruction or any resit.

ARTICLE 9 - Conformity and non-performance of the contract

1. The educational service and learning materials provided must meet your reasonable expectations. If you don't succeed to the obligations then the entrepreneur is entitled to suspend his obligations. If S&P fails to fulfill its obligations, you may suspend your obligations. In the event of partial or non-performance suspension is only permitted insofar as the failure justifies it.
2. S&P has the right of withholding (retention) if you fail to pay a due and payable obligation, unless the failure does not justify such retention.
3. If one of the parties is in default of fulfilling the agreement, the other party is entitled to dissolve the agreement, unless the shortcoming in view of its minor importance does not justifies dissolution.

ARTICLE 10 - Payment

1. Payment is made by crediting the amount due to a bank account indicated by S&P at the time of purchase or delivery, or payment by means of forms of electronic payment recognized by banks.
2. If payment in instalments has been agreed, you must - subject to the provisions of paragraph 3 - pay according to the instalments and the percentages, as set out in the contract.
3. Payment of the educational service takes place before the training starts. The entrepreneur may require you to pay the full amount no later than 10 working days before the day of commencement of the educational service, as referred to in article 3 subsection 3 under a. Provided that you have made payment arrangements. In that case, the first payment term must have been received.
4. When purchasing course material without tuition, payment must be made no later than the time and place of the delivery.

ARTICLE 11 - Late payment

You are in default from the expiration of the payment date. After that date, S&P will send a reminder, free of charge, and will give you the opportunity to pay within 7 days of receiving this reminder.

- a. If you do not meet your payment obligation(s) on time, S&P will send you a reminder. You will have 14 days to pay. From the second payment reminder, an additional €12,50 in administrative costs will be charged and from the third €25.
- b. If you have not paid after the expiry of this period, S&P is entitled to charge statutory interest on the outstanding amount statutory interest and extrajudicial collection costs.
- c. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% on the following € 2,500 and 5% on the following €5,000, with a minimum of €40.
- d. S&P may deviate from the aforementioned amounts and percentages for your benefit.

ARTICLE 12 - Suspension

During the handling of a complaint or dispute in accordance with the provisions of Articles 17 and 18, S&P will suspend charging interest and collection costs

ARTICLE 13 - Liability of S&P

Except in the case of intent or gross negligence, S&P will not accept any liability for damage in any form whatsoever. Insofar as any liability is applicable, it will be limited to the amount paid out by S&P's insurer on the matter. The Client indemnifies S&P against any claims from third parties arising from acts performed under the Agreement. S&P will not be liable for shortcomings of third parties engaged. The dates agreed and notified by S&P regarding the work to be performed are target dates. If these target dates are exceeded, S&P will never be liable for any resulting damages.

ARTICLE 14 - Confidentiality

Information provided by you will be treated confidentially by S&P, its personnel and/or persons working for it. S&P complies with current privacy legislation. You agree that your data will be shared with cooperating partners for the benefit of your training when necessary.

ARTICLE 15 - Examinations

The dates for the theory exam of the various training courses with NL Actief /EREPS recognition, will be provided online. Regardless of the reason, if you cannot attend the first exam opportunity, the first exam opportunity will be and you will only be able to attend the next resit exam free of charge. If you do not pass the retake, then each subsequent retake will cost €75 for the theory exam and €125 for the practical exam.

Until 7 days before the theoretical exam and 14 days before the practical exam at the latest, you may waive the scheduled exam one time free of charge. You can do this by sending a request by e-mail to planning@sport-people.nl. In the period less than 7 and 14 days before the start of the theoretical and practical exam respectively, no refund of

exam fees can be made. If you want to postpone the exam within this period, you will be charged costs for resits. If after the start or duration of the program, you terminate your participation or otherwise do not participate, you are not entitled to any refund of exam fees.

If you do not meet the requirements set by NL Actief regarding the examination regulations of the practical exam, then S&P reserves the right to recover the costs incurred for this from you. Below is an overview of the costs associated with resits. Please note that this refers to the **second time** you take a resit. Also listed are the costs if you are scheduled but eventually fail your exam, you do not hand in your portfolio on time or if a certificate has to be redelivered at your request.

Course/Training	Resits	Cost in €
Scheduled for theory exam, but did not show up		75
Scheduled for practical exam, but did not show up		125
NL Active /EREPS level 3 and 4 theory exam 2 75	2	75
NL Active /EREPS level 3 and 4 practical exam	2	125
PT studio management NL Active theory exam	2	75
Final test on-demand training	2	12,50
PT studio management NL Active practical exam	2	125
NASM PT case study 2nd time review		75
NASM PT practical exam	2	125
Health Coach case study 2nd time review		75
Health Coach practice exam	2	125
Exercise for Health Specialist case study 2nd time review		75
Exercise for Health Specialist practice exam	2	125
Handing in portfolio after end date of class		75
Review portfolio on-demand training 3rd time		75
Reprint and send certificate		25

ARTICLE 16 Duration of training, additional game rules and switching training

On-demand training courses

When taking an on-demand course, if payment is overdue, your account will be temporarily blocked until your payments are in order. Do you still have overdue payments but have passed the exam? Then you will not receive your diploma until all payments have been made.

Let op! For the period that you do not have access to the on-demand learning environment, you will not be compensated. Therefore, you will not be given more time (than the applicable 8 months) to complete the course.

Classroom Training Attendance

Applicable only to classroom courses and packages applicable to Fitness Trainer A and B, NASM and level 5 Trainings Did you know that when you register for an NL Actief/EREPS training, the exam fee is included? At registration we also directly reserve an exam spot for you. Of course, it is best to attend all class days, but it can happen that you are not able to attend one of the courses. We have a minimum attendance of 80% attendance for the courses Fitness Trainer A, Fitness Trainer B, NASM, Health Coach and Exercise for Health Specialist. Attending lesson day 7 for Fitness Trainer

A is mandatory. This day is a test to assess whether you may participate in the practical exam. If you are unable to attend this day of class, you will need to make up for it. You can send an email about this to planning@sport-people.nl.

Have you started a package at Sport & People (S&P) of which the courses Fitness Trainer A and B are part of? Then after obtaining the Fitness Trainer A diploma, you must immediately join the next opportunity (see course dates on the S&P website) to start with the Fitness Trainer B course.

Applicable to all OTHER courses

If you miss 1 training day at one of our other courses, you have the following options:

- you continue the course and do not receive a diploma, but a certificate of participation;
- you catch up the course day within 1 year and pay € 45. After that you will receive the official diploma if you passed the exam.

Changing courses Fitness Trainer A

When you find out that you prefer to follow the training in class instead of on-demand then it is possible to switch. You then pay the difference between the two courses without discounts. When you want to switch from classical to on-demand then this difference will not be refunded. The cost of the training has already been paid/calculated for because of purchase of the location, instructor and service hours.

Please note! For the Lifestyle Coach training, completion of the two practical classes is required before the practical exam is scheduled.

Course/Training	Months of completion
Fitness Trainer A	8
Fitness Trainer B	8
NASM	18
All courses	8
Health Coach	18
Exercise for Health Specialist	18

PACKAGES	Months of completion
Basic	18
Basic Plus	26
Pro	18
Master	26

On demand courses	Months of completion
All on-demand courses	8

Exceeding training duration Classroom training

Of course, it may happen that you do not manage to complete the training within the above mentioned time frame. You can then continue the course on payment of 30% of the training fee and any examination fees. This basically means that you have to join the next time the course is given.

On-demand courses

If you don't manage to complete the on-demand training course within 8 months, you can apply for an extension no later than 1 month before the end date to apply for an extension. The cost of the extension is €150. This amount must be paid immediately. To request an extension, you must send an email with your request to planning@sport-people.nl.

Payment Arrears(s) Classroom Courses

If you have payment(s) in arrears, your training will be paused. This means that you will not be allowed to attend class days until your payment(s) are in order. The class days you have missed because of this will not be refunded. When following a classroom course, in case of payment arrears your account will be temporarily blocked until your payments are in order. Do you still have overdue payments, but you have passed the exam with a sufficient score? Then you will not receive your diploma until all payments have been made.

Please note! You will not be compensated for the period you are not able to attend class. You will therefore not be given more time (see schedule for an overview) to complete the course.

ARTICLE 17 - Questions and complaints

1. S&P intends to answer the question or complaint as soon as possible and to its full satisfaction.
To deal with questions or complaints of an administrative nature or about the content of the training course, the entrepreneur can be reached by telephone and e-mail. These questions or complaints will be answered by the entrepreneur within ten working days from the date of receipt. Questions or complaints that require a longer processing time, S&P will reply by return with a notice of receipt and an indication of when you can expect an answer.
2. S&P will of course make every effort to avoid errors in your study package and its shipment. Nevertheless, should something not be right, please report it within ten days of receiving the package. A complaint must be timely, complete and clearly described and submitted to the entrepreneur. Complaints not filed within 2 months are inadmissible. If the complaint cannot be resolved by mutual agreement creates a dispute that qualifies for the dispute settlement of article 18.

ARTICLE 18 - Dispute resolution

1. The agreement is governed by Dutch law, unless under mandatory law the law of another other country is applicable.
2. Disputes between you and S&P concerning the conclusion or execution of agreements relating to services and goods delivered or to be delivered by this entrepreneur can be brought by you as well as by the entrepreneur to The Disputes Committee. The Disputes Committee for Private Educational Institutions, more information can be found at: www.degeschillencommissie.nl.
3. The Disputes Committee will only consider a dispute if you have first submitted the complaint to the entrepreneur in accordance with Article 17 to the entrepreneur and this has not led to a mutually satisfactory solution.
4. A dispute should be submitted to The Disputes Committee within twelve months after the complaint has been submitted in accordance with the provisions of article 17.
5. A fee is payable for handling a dispute.
6. If you submit a dispute to The Disputes Committee, S&P will be bound by that choice.
7. If S&P wishes to submit a dispute to The Disputes Committee, it must first ask you in writing to within 5 weeks whether you agree to this. In doing so, S&P must announce that, after the expiry of the aforementioned period, it considers itself free to submit the dispute to the ordinary courts. The Disputes Committee will rule with due observance of the provisions of the applicable regulations. The decision of The Disputes Committee shall take the form of a binding opinion.
8. In only those cases for which a binding legal dispute resolution is provided in formal education, such as that for examining the student, the provisions of paragraph 2 through 8 of this article do not apply.