

RIJSCHOOL DAAN TERMS & CONDITIONS

General

These terms and conditions apply to the driving lesson agreement of Rijschool Daan and since 1 april 2018 Verkeersschool Aviron KVK number 71469222 BTW number NL241938715B02, where we as driving school take care of the driving lessons, possibly your theory course and your driving test requests. The student is indicated as you.

Please take note that everywhere where is written Rijschool Daan Verkeersschool Aviron is also mentioned.

Thanks For Understanding.

These terms and conditions apply to the driving lesson agreement of Rijschool Daan, where we as driving school take care of the driving lessons, possibly your theory course and your driving test requests. The student is indicated as you. Rijschool Daan is addressed as Driving school Daan

1 Company information, Lessons and Exam

1.1 Verkeersschool Aviron is a registered car driving school at the Chamber of Commerce registration number 71469222 and also registrated at the Central Bureau Rijvaardigheidsbewijzen registration number 1331W8. Verkeersschool Aviron is all risk insured by de Jong Verzekeringen B.V. (www.assurantiehuys.nl) te Leerdam.

1.2 Any handout, sd card, dongel or usb stick is borrowed to the student. At any cost or time this stays the property of the driving school. Any damage like loss or broken should be paid by the student.

1.3 Before starting class and during class you have a valid ID with you. Your id can be asked by your instructor or any competent authorities before, during or after class.

1.4 If the instructor appears late at the appointed place, there will be no refund for the failed class time. The lesson must be paid in full in this case. The instructor will in this case or, if possible, continue the lesson for longer or will make another appointment where the late minutes have been processed.

1.5 If the driving test will not proceed or can continue on the CBR conditions such as the student is under the influence of drugs, medicines, alcohol or whether the student cannot show a valid ID card or theory certificate, the cost of applying for a new driving test will be on behalf of the student. The driving school is not responsible for these situations created by the student.

1.6 The driving school has the right to terminate all forms of agreements:

A if strongly suspects are appearing that the student has intentionally and no or incorrect information given to the driving school such as alcohol, drug or medicine use or abuse. See

B. the driving school strongly suspects that the student intentionally fails to cooperate in the advancement of skills. See 1.6

1.7 When 1.5 A or B comes into force, the right to a refund of paid tuition is lost.

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1.8 The lessons are recorded on video. The student receives a loaned sd-card and dongle from Rijschool Daan / Verkeersschool Aviron. For this a deposit must be paid to the driving school. The deposit is refunded to the student if the SD card and dongle are returned undamaged. In case of loss or damage to one (1) of this (SD card or dongle), the full deposit amount will be deducted.

1.9 Effectively lesson means not only driving but everything that is done in favor of the student or the safety of the student like the time that the instructor is booking appointments, your payments, explanation of lessons, situations or happenings.

2 Payment:

Your lesson should be paid at once or before starting your first lesson or by bank;

3 Exam:

If your instructor advises that you are ready to take a Exam and say this to you, you can take an interim (TTT) test and if your TTT examiner considers you ready for the exam the decision is up to you whether and when you will take the exam.

We will not and cannot be hold responsible for the outcome of your exam.

If you insist on making the exam without any advice from your instructor or the instructor doesn't agree with your exam, you have no permission from us to use our name or any company information for instance: Rijschool Daan, CBR number, KvK number Btw number, address information, website, mail address, phone number. We will not and cannot be hold responsible for the outcome of your exam.

There are no refunding or financial options on this rule or any situations or rules.

For further information on refunding see refunding.

4 Eigen Verklaring CBR:

It is your own responsibility to send a Eigen Verklaring to the CBR and the fee owed to satisfy the CBR. For more information see the website of CBR.

We are not responsible for failing or succeeding your exam. You are fully responsible for any exam result and cannot or will not hold us responsible in any way or insist on any compensation.

5 Refunding:

If there is a disease like Corona, H1N1 virus etcetra and/ or it is acknowledged as a pandemie for the Netherlands, we do not refund the payment. See the Dutch law/insurance for pandemie.

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In case of cancellation of one or more lessons one is obliged to pay half (50%) of the lesson (s).

This rule does not count if:

payment is full amount if cancelling is not been done 72 hours before the appointment

– a death of a relative in the first or second degree.

– Accident of the student self

– Serious illness: colds or flu is not serious but considered as common, a planned hospital admission is not serious because you have to inform the driving school on time.

When you decide to stop your lesson on any terms or situations and there is no refunding than you have the right to take up classes in 6 months. After 6 months you lose all rights. These 6 months are counted from the day you paid.

When you decide to stop your lesson, we also refund your lesson fee. After we have deducted our costs like:

the cost of administration (€250,00),

cancelling package cost (€1500,00)

subscribing cost (€250,00)

Information reservation and or reservation and practical exam cost €250,00

Information theory exam and/ or reservation theory exam: €150,00

Used practical lessons including 21% BTW tax, one hour cost €80,00.

CBR practical exam fee: €300,00.

Material like practical books, theory lessons, use of theory website: www.traffictrainer.nl, use of theory books: €2500,00.

In case of loss of a practical book or any other material given by us as a driving school the cost compensation is €2500,00.

Any open fine given by authorities while the student was driving. Also beware that there are costs given by the incasso bureau we as a driving school has to hire.

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6 Fine/Damages:

6.1 Any fine given by authorities such as police etc. while the student is driving, sitting behind the steering wheel and have control about the gas, clutch and brake for example speeding, driving through red light or any situation that results in a fine must be or have to be paid by the student.

6.2 We will take off any fine given to you of the amount you paid on behalf of your package.

6.3 You may pay the fine separately so that we don't have to decrease your package.

6.4 You're always sober, not under the influence of drugs or alcohol or medicines that may affect driving ability to the lessons or to participate in the exam. If your driving instructor feels that you are not sober, the lesson will immediately stop. You lose the right to take any lesson and will compensate Driving School Daan for the booked lesson. Daan driving school will cease immediately cease or stop any following lessons and will consider the agreement as dissolved and / or dissolve and has the right to claim compensation from you. All costs for a possible legal justice will be recovered from the student

6.5 Any damage that is not covered by the insurance like a reimbursed example: a blowout (tire) when the student driving is appropriate for the student to reimburse this blowout. The student must see at all times to avoid this costly damage that may occur by her or his driving or come into situations which this may occur.

7 Passing Lessons to third persons:

As a student from Rijschool Daan, I understand and fully agree not to pass any lessons or teachings written, spoken or in any form or way to others like relatives, friends etc. Rijschool Daan reserves the right to take any legal action against me as a student and hold me responsible for any losses, financial or none financial and to demand compensation from the student or require me by any court procedure._

8 Hygiene rules:

Before the start of the lesson, we ask you step in the car as hygienic, clean and not smelly as possible: clean clothes, showered or bathed and brushed teeth.

9 Complaints scheme:

In any situation the Dutch written agreement is in power if it comes upon understanding, interpretating or explanation.

We must/will first discuss and resolve mutual complaints or any negative experiences with each other personally.

If this is not or there is no satisfactory solution, you may complain to the CBR

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10 Advertisement:

We as a driving school can use your success photo or success story for our driving school advertisement.

We will not hand over your identity or private information to someone, pass it on or in any sense if it is not allowed according to Dutch law.

The Dutch law is always to be interpreted, followed, used and valid on this terms and conditions.

Agreed

Agreed

Verkeersschool Aviron directeur

Krishnadath Krishna