

GENERAL PROVISIONS OF THE STUDY CONTRACT – LUZAC COLLEGE

General provisions May 2023 version

Article 1: Applicability

1. These General Provisions govern all study contracts howsoever named with Luzac College Nederland B.V. (trading as Luzac College) and Luzac College VO B.V. (trading as Luzac Lyceum) or other educational institutions affiliated with them, hereinafter “Luzac”. The study contract covers the study programme or subject combination as specified in the study contract. Luzac's school guide, school rules, and “Protocol on Suspension and Removal for Behavioural Reasons” form an integral part of this contract.

Article 2: NRTO

1. Luzac is a member of the Dutch Council for Training and Education (NRTO). These General Provisions are in line with NRTO's General Terms and Conditions for Consumers and its Code of Conduct.

Article 3: Enrolment and changes to package

1. Before enrolling at Luzac, an admission interview will take place with the student and his/her parents and/or legal representatives (hereinafter: the “Client”). If, in Luzac's opinion, the student has the right qualifications, a study contract can be concluded.
2. To enrol the student, Luzac will use the student's historical data as provided by the Client and/or the student. Luzac will assess the student's qualifications on the basis of the historical data and the admission interview. Admission can never be regarded as a guarantee for obtaining a certificate.
3. The offer is valid for a maximum of 30 days. If there is a difference between the offer and the study contract, the terms of the study contract will prevail.
4. The offer will, among other things, specify the manner of performance of the contract, the start date of the study contract, any admission requirements, the fee including taxes, the method(s) of payment, the term of the study contract.
5. The study contract will come into existence after acceptance by Luzac of a study contract which has been fully completed and signed by the Client, after which Luzac will confirm conclusion of the contract to the Client in writing.
6. If, after enrolment, the extent of or fee for the chosen set of subjects changes at any time during the term of the study contract, Luzac will record the change in a change form. If a change has financial implications for the amount of the agreed tuition fees, or size of any refundable portion of tuition fees already paid, this will be shown on the change form. After both parties have signed the change form,

Luzac will implement the changes, which will then supersede the arrangements previously made in that regard, without this affecting the other terms of the study contract.

Article 4: Term and early termination of the study contract

1. The study contract ends on the last day, to be determined by Luzac, of the academic year in which the student sits the Central Final Examinations for the subject/subjects or study programme for which the study contract was entered into (regardless of whether the student passes the examinations), or at an earlier time following notice of termination given by the Client in accordance with paragraph 2 or 8 of this article, or notice of termination given by Luzac in accordance with paragraph 5 or 8 of this article and/or paragraphs 1 and 2 of article 14. The study contract also ends in the event of termination by Luzac as referred to in article 5(6).
2. The Client may terminate the study contract before the end of the study contract at one month's written notice. The notice period starts on the first day of the calendar month following the month in which Luzac received the notice of termination. The Client will receive confirmation of this. In the event of early termination of the study contract by the Client, the tuition fees for the notice period and for the preceding study period will be immediately due and payable in full.
3. Upon termination of the study contract, the remainder of the tuition fees for the current academic year will be refunded, with 10% of the amount to be refunded being withheld as reimbursement for the costs already incurred by Luzac. Accordingly, the refund will be prorated and reduced by 10%, with due observance of the notice period, with the academic year set at 10 months (September to June).
4. The provisions of this article apply mutatis mutandis, regardless of whether it concerns a new or ongoing study contract, in the event of termination by the Client after 31 July of any calendar year.
5. Luzac may terminate the study contract early with immediate effect in writing if, in Luzac's opinion, the student fails to comply with his/her obligations arising from the school guide and/or school rules. Luzac may also terminate the study contract early in the cases provided for in the “Protocol on Suspension and Removal for Behavioural Reasons”. The student will no longer be admitted to classes or to the school building and grounds as from the time notice has been given to terminate the study contract. Financial settlement will take place in accordance with the provisions of paragraph 3 of this article, with the proviso that no notice period will apply.

6. If the number of subjects is reduced or increased during the term of the study contract, the procedure as described in article 3(6) will be followed. Financial settlement in the event of a reduction in the number of subjects (also referred to as “division”) will take place for each individual subject in accordance with the provisions of article 4(2) and (3). That is, taking into account the notice period and withholding 10%.

7. Regular customers (Clients with multiple simultaneous or successive study contracts) will be granted a 2.5% discount for each subsequent student or each subsequent year in which the Client is a client, regardless of whether it involves the same child. The discount cannot be stacked with other discounts. Any agreed package discount will be inextricably linked to the agreed subject combination. Once the subject combination changes, the discount will expire. If a package discount can again be claimed on the basis of the new subject combination, this will be specified in the change form referred to in article 3(6).

8. In the event of the student's death, either party may terminate the study contract with effect from the date of death. Even if that date is in the past. Financial settlement will take place in accordance with the provisions of paragraph 3 of this article, with the proviso that no notice period will apply.

9. In the event of a serious accident or illness preventing the student from attending classes and the situation is expected to continue for more than eight weeks in the opinion of a medical specialist, the Client may terminate the study contract with immediate effect. However, this will require a written statement from a medical specialist. The date of receipt of the medical certificate by Luzac is considered the date of termination. Financial settlement will take place in accordance with the provisions of paragraph 3 of this article, with the proviso that no notice period will apply.

10. In the event of payment arrears or any outstanding debt, Luzac may refuse any new enrolments.

11. The mutual rights and obligations arising from the study contract end upon termination of the contract. Any unpaid tuition fees - in so far as relating to the period prior to termination of the contract - will remain payable.

Article 5: Financial obligations

1. The Client will receive an invoice from Luzac for the tuition fees for each academic year.
2. The full tuition fees for the relevant academic year must be paid into Luzac's account within 15 days of the invoice date, unless agreed otherwise. The Client will be in default by the mere expiry of a payment period. The Client is not entitled to suspend their payment obligations.

3. The tuition fees may be paid in instalments if this option was selected upon enrolment. The instalments will be due on 1 September, 1 November and 1 February of the academic year, respectively. If the tuition fees are paid in one go, a discount will be granted.
4. Late payment and/or incomplete payment, regardless of whether payment is made in instalments, will entitle Luzac to demand immediate payment of the full amount. In such case, any payment arrangement ends by operation of law.
5. In the event of late payment and if the Client continues to fail to meet their payment obligations having received a demand letter granting them a 15-day grace period, the Client will owe Luzac statutory interest, with part of amonth being counted as a full month. In addition, the Client will be required to pay all extrajudicial and judicial collection costs necessarily incurred by Luzac. As regards the amount of such (extra)judicial collection costs, the applicable statutory regulations shall apply.
6. In the event of non-payment, late payment or incomplete payment of the tuition fees, the student may temporarily be denied access to classes/the school building. Payment arrears may also be a reason for Luzac to terminate the study contract for default. The choice between temporarily denying access or terminating the study contract is solely for Luzac to make, and will be made partly on the basis of the amount and duration of the payment arrears. In such case, financial settlement will take place in accordance with the provisions of article 4(3), with the proviso that no notice period will apply. Luzac may also decide not to register the student for the School Examinations and/or the Central Final Examination. In addition, Luzac may decide not to invite a student for the diploma award and/or not to issue a physical certificate (after successful completion of the study).
7. Luzac has the right to increase its fees annually. Fee adjustments for the following academic year will be published annually before 1 May.
8. Fee changes resulting from changes to the subject combination will be agreed in the manner referred to in article 3(6) and article 4(6).

Article 6: Study programme, course schedule, and study duration

1. As regards the schools designated by the Dutch Ministry of Education, Culture and Science, Luzac undertakes to train the student for the school examinations and the Central Final Examinations at “VMBO-TL”, “HAVO” or “VWO” level in the subject/subjects or course profile for which the study contract is entered into, in accordance with the latest version of the “VWO HAVO-VMBO-TL Leaving Examinations Decree”.
2. The study days, study hours and number of classes will be determined by Luzac in accordance with the provisions of the PTA (examinations programme) and the school guide (to be issued or made available for inspection before 1 October of the academic year).

3. The academic year starts on or about 1 September and ends on or about 1 July of the following calendar year or at such earlier or later date as will be determined by Luzac if the student sits the Central Final Examinations for the subject/subjects or study in the relevant academic year.
4. The student and the Client accept the method of correcting tests and examinations in line with common practices within the Dutch education system.

Article 7: Examinations

1. If necessary, the student and/or Client will take care of any age dispensation documents, in consultation with Luzac.
2. The costs of the School Examinations and Central Final Examinations will be borne by Luzac.
3. The costs of any National Examination taken will be borne by the Client.

Article 8: Books and other study materials

1. The student must have the prescribed books and study materials before the start of the study programme.
2. Luzac will provide the list of books and list of study materials required in a timely fashion.
3. Books and study materials will be ordered and paid for by the Client.
4. Travel expenses incurred for practical projects and/or excursions to collect material for dissertations will be borne by the Client.

Article 9: Copyright

1. Luzac owns the copyright in Luzac's own teaching materials. None of these materials may be reproduced and/or published by means of printing, photocopying, microfilm or in any other manner without the prior written consent of Luzac.
2. For each violation of the provisions of paragraph 1 of this article, the student and/or Client must pay a penalty of EUR 150.00 immediately upon demand.

Article 10: Homework assistance

1. Anyone participating in the study will also receive homework assistance and study counselling. Dispensation will be granted in exceptional cases only, at the discretion of the school management and school board.

Article 11: Complaints and disputes procedure

1. All contracts entered into under these terms and conditions are governed exclusively by Dutch law and the Dutch courts have jurisdiction.
2. Any complaints about Luzac must first be filed with the school principal and then be submitted in writing to the complaints coordinator/committee at Luzac's head office in Hilversum, PO Box 447, 1200 AK Hilversum, The Netherlands.
3. If the Client is a private individual, any disputes between the Client and Luzac regarding the conclusion or performance of contracts for services or goods delivered or to be delivered by Luzac may be submitted to the Dispute Resolution Committee for Private Education Institutions, Bordewijklaan 46, PO Box 90 600, 2509 LP The Hague, The Netherlands (www.degeschillencommissie.nl).

4. The Dispute Resolution Committee will hear a dispute only if the Client previously submitted their complaint to Luzac first and this has not led to a solution satisfactory to both parties.
5. A dispute must be submitted to the Dispute Resolution Committee within twelve months of first arising.
6. A fee will be payable for the handling of a dispute.
7. If the Client submits a dispute to the Dispute Resolution Committee, Luzac will be bound by this choice.
8. If Luzac wishes to submit a dispute to the Dispute Resolution Committee, Luzac must first ask the Client in writing to express its opinion within five weeks as to whether they agree to this. Luzac must also at the same time notify that it considers itself at liberty to submit the dispute to a court of law after expiry of that period.
9. The Dispute Resolution Committee will render its decision with due observance of the rules applicable to the Committee. The Committee's decision will take the form of a binding opinion.
10. Only in those cases for which formal education provides a binding statutory dispute resolution procedure, such as the procedure for examinations taken by the Client, the provisions of paragraphs 3 up to and including 9 of this article will not apply.

Article 12: Liability

1. In the event of breach of the study contract by Luzac, its liability will be limited as provided in this article.
2. Luzac will not be liable for any loss or harm of any nature whatsoever caused by Luzac's reliance on incorrect and/or incomplete information provided by the student and/or the Client.
3. If Luzac is liable for any loss or harm, Luzac's liability will be limited to a maximum amount equal to the amount owed by the Client under the study contract in the relevant academic year.
4. Luzac will not be liable for any misplacement or loss of or damage to property brought along by the student.
5. Luzac's liability will be limited to the boundaries of Luzac's premises. The journey to and from Luzac's premises, and breaks taken outside, are excluded from Luzac's liability.
6. The student and the Client will be jointly and severally liable for any loss or harm of any nature whatsoever caused

by the student and/or the Client to Luzac's employees, and to fellow students, third parties or materials during the student's and/or Client's presence at Luzac's premises.

Article 13: Privacy and confidentiality

1. Luzac will process the personal data provided by the Client in accordance with Luzac's privacy policy. The Client guarantees that the data subjects whose personal data are provided have been informed of the processing of their data by Luzac.

2. Luzac, its employees and/or any persons working for Luzac will treat the personal data provided by the Client as confidential. Luzac will comply with applicable privacy laws.

Article 14: Other provisions

1. The student must comply with Luzac's rules and procedures as set out in the school rules, school guide, and the "Protocol on Suspension and Removal for Behavioural Reasons", and must strictly follow the instructions given by teachers or school principals, on pain of suspension and/or removal and potential termination of the study contract. Financial settlement will take place in accordance with the provisions of article 4(3), with the proviso that no notice period will apply.

2. If it turns out that information provided by or on behalf of the student necessary for admission and for proper performance of the study contract has not been properly supplied or if information relevant for admission has been withheld, Luzac reserves the right to terminate the study contract. In such case, financial settlement will take place in accordance with the provisions of article 4(3), with the proviso that no notice period will apply.

3. By signing the study contract, the Client confirms that they are aware of the obligations entered into, as set out herein, and will fully and unconditionally perform those obligations.

4. If, in Luzac's opinion, the study programme applied for cannot go ahead due to force majeure, the tuition fees will be fully refunded. If the study programme is also provided at a different location, the student may take part in the programme there. Any associated additional costs will be borne by the Client. Force majeure includes, without limitation, circumstances outside Luzac's control preventing Luzac from performing the study contract, such as strikes, pandemics, delays at suppliers or other third parties, government measures preventing Luzac from performing its obligations properly and in a timely fashion, excessive illness absenteeism rates, general transport problems, a general lack of goods or services necessary for performance of the study contract, the inability to operate the establishment profitably.

5. By signing the study contract, the Client agrees to the use of images created inside the premises or during external activities in which the student may be visible for Luzac's commercial communications, except where the Client and/or the student gives advance written notification that they do not agree. Images may be used for brochures, posters, advertisements, website and other communications and may also be used by Luzac after the end of the study contract. The images (photos or videos) are intended for use by Luzac only and will in no event be disclosed to third parties.

PAYMENTSCHEDULE

Option A: Lump-sum payment no later than 1 September. However, if the invoice specifies a later due date, that later due date can be considered to be the payment deadline. If the tuition fees are paid in one go, a discount will be granted.

Option B: Payment in three instalments. Payment in instalments is possible if you select this option when signing the enrolment form. The three instalments are due on 1/9, 1/11, and 1/2 of the academic year, respectively.

A different payment schedule applies for enrolments after 1 September of the academic year. This schedule is available from Luzac's school principal or head office.