

GENERAL CONDITIONS OF DRIVING SCHOOL MIKADO

Article 1. General

These general terms and conditions represent the general terms and conditions for providing driving lessons category B and the associated CBR/BNOR* practical exams. They apply to the driving lessons provided by Rijkschool Mikado, hereinafter referred to as 'the Driving School'. Taking driving lessons or other matters automatically means that the student accepts these general terms and conditions.

**CBR = Central Bureau for Driving Licences, BNOR = Driving Ability Investigation Office*

Article 2. Definitions

Student: The person who instructs the Driving School to take driving lessons and receives driving instruction from the instructor in order to obtain proof of driving proficiency.

Instructor: the person who gives driving instruction to the student in order to obtain proof of driving proficiency for the student.

Driving lesson or driving instruction: is obtaining driving lessons and instructions from the instructor that the student will follow and is required to participate in the CBR/BNOR practical exam in a responsible and safe manner in order to obtain proof of driving proficiency.

Driving school or driving school owner: the person who has received an order from the student to give driving instruction and must enable an instructor to obtain proof of driving proficiency for the student.

TTT: Interim (pre-)exam test.

Article 3. (Legal) responsibility

a. During a driving lesson, the student is not the legal driver of the vehicle. This means that as long as it is a driving lesson, the instructor, or when taking an exam to obtain a driving certificate, the examiner, is legally liable.

b. Official reports for violations of the Road Traffic Act are therefore the responsibility of the instructor or examiner, unless the student misbehaves in such a way that the traffic violation or collision occurs despite the intervention of the instructor or examiner. See also Article 5.c. This also applies to the consequences of an accident. A driving lesson also includes taking an examination to obtain a driving certificate (driving test).

c. The liability of the driving school is at all times limited to the amount for which the insurance is in force and for which cover is actually provided.

**Article 3 only applies when driving in a dual control car. So it does not apply when lessons are given in your own car*

Article 4. Obligations driving school

The driving school ensures that:

a. Driving instruction is given by instructors who comply with the provisions of the Motor Vehicle Driving Instruction Act (WRM).

b. The student receives as much driving instruction as possible from the same instructor.

c. The student drives the same car (or an equivalent type) as much as possible and will in principle also take the driving test in that car.

d. Driving training is given that is aimed at training the student to such an extent that he or she can participate in the CBR/BNOR practical exam in a responsible and safe manner.

e. After the student has paid the costs for the exam to the driving school, the exam application has actually been submitted to the CBR by the driving school - with payment of the applicable amounts and submission of the necessary documents - and the student has authorised the driving school to do so with the CBR, an exam date must be reserved in consultation with the student no later than two weeks after the date on which it was decided in consultation with the student that the exam can be applied for.

f. Liability insurance has been covered, which provides adequate coverage against damage caused during driving lessons or exams (see also Article 3.c).

g. During the lessons, the driving school will provide a vehicle that is in good technical condition and that meets the vehicle requirements set by the CBR in all respects for participation in a practical exam.

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Article 5. Student obligations

The student must:

- a.** Report whether the driving license has been revoked. If this is the case and the student fails to report this, the driving school is not liable for the consequences and there will be no refund of (un)taken driving lessons or exam fees. If in such a case the driving school suffers damage, the student is obliged to compensate for this damage.
- b.** Before starting the driving course, provide all relevant information about his/her medical and/or psychological situation, medication, alcohol and/or drug use, which may affect the lessons and driving ability or driving license. If this changes during the driving course, this must be reported to the driving school immediately. If the student fails to do this and the driving course has to be interrupted or terminated as a result, the driving school cannot be held liable for this. In case of doubt, the student can fill in a "personal declaration/health declaration" before starting the driving course. The driving school will provide the necessary information for this purpose.
- c.** Not to consume alcohol or other substances that could affect driving ability fifteen hours prior to the driving lesson. If the instructor notices this before or during the driving lesson, the lesson will be stopped and the full lesson fee must be paid. If the instructor does not notice this and damage to the car and/or to third parties occurs during the driving lesson that is demonstrably the result of the use of such substances, all resulting damage will be borne by the student and the driving school will indemnify itself against all liability. In order to provide clarity in case of doubt, the instructor may require the student to take a breath test.
- d.** To adhere to the agreed date, time and place for the driving lesson. The driving school will observe a maximum waiting time of 15 minutes. This waiting time will be deducted from the original lesson duration. If the student does not show up at the agreed lesson time without timely cancellation, i.e. at least 24 hours (with the exception of Sundays and public holidays) in advance, the student must pay the full lesson fee; Also changing the previously agreed location is only possible if this has been discussed in time and this fits logistically into the lesson schedule of the driving school. A lesson cancelled too late will not be charged in case of cancellation due to urgent reason such as: funeral of a deceased in the immediate family (up to 2nd degree), own emergency admission to the hospital, in case of own illness, demonstrated by a doctor's certificate.
- e.** Be ready for the driving lesson 15 minutes before the agreed time. The student must take into account that you may be away from home for half an hour longer than the lesson time, as the next student can be picked up from home first.
- f.** Follow all instructions from the driving instructor during the driving lessons.
- g.** Keep the car clean: no feet or shoes on the upholstery; do not eat, drink or smoke in the car.
- h.** Wear the seat belt, even if he/she is a passenger in the back of the car. If there is no medical indication for not wearing a seat belt, demonstrated by a doctor's statement, the driving school will not provide driving lessons if the student refuses to wear the seat belt. In this situation, the student must pay the full lesson price.
- i.** Switch off the mobile phone during the lessons and during the exams. The instructor has a mobile phone available for emergencies.
- j.** To adhere to the lesson schedule agreed with the driving school, such as the lesson components to be learned and the number of driving lessons to be followed per week, up to the date of each examination or exam. The agreed homework will be read independently before the next lesson.
- k.** To apply for the practical exam, TTT or other partial test, authorize the driving school once with his DigiD via mijn.cbr.nl. At the same time, the student completes a "personal declaration/health declaration" and pays this directly to the CBR. The registration number of Rijkschool Mikado must be filled in: 1865F1. Do this timely (as soon as possible) because in the worst case, this application to the CBR can take several months and without a declaration, no exams can be taken. This is completely outside the responsibility of the driving school.
- l.** After applying for an exam/TTT, continue to follow the number of driving lessons still required in consultation with the instructor.
- m.** To be able to present a valid ID, the self-evaluation form and the invitation card for an examination of driving skills or TTT, driving test, further examination and accelerated special examination. The driving school is not liable for the consequences if the student cannot take the exam due to the lack of the required documents.
- n.** If the exam has been passed, to convince oneself that a driving license can be issued on the basis of his/her residence status. The driving school cannot be held liable if a driving license is refused to a student.

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Article 6. Payment

a. The driving school is entitled to change its lesson price in the interim. In that case, the student has the right to stop taking driving lessons within two weeks of being notified of the price increase. The package components will not be changed in the interim, as long as the lessons in the package are still being used. This may be deviated from in the event of an interim increase in exam fees, determined by the government.

b. The student is obliged to pay the agreed amount for the driving course within the payment term of 14 days after the invoice date. With the "Mikado Complete" or "Mikado Basic" package, it is possible to pay in a maximum of three monthly installments, in consultation with the driving school. The first installment is due for the application for the TTT and/or the exam. This also applies to payment in one go. Payment is made by bank or in cash. The student is in default if the payment has not been made to the driving school before the agreed date. If the student fails to pay the amount due after a reminder, the driving school is entitled to increase the amount due by 15% collection costs. In the event of late payment, the driving school is entitled to discontinue the driving lessons and the booking of the exam.

Any cash payments must be made before the start of the services to be provided. If a lesson starts without the mandatory payment conditions being met at that time, the instructor can decide at that time not to start the lesson. Should this happen, this does not release the student from the payment obligation for the lesson in question. Any follow-up lessons cannot take place until the immediately due payment obligation has been met.

c. Packages must always be paid for (in advance). No refunds will be given and no package components will be refunded. The only exception to this are urgent reasons that must be regarded as force majeure, such as a serious accident, serious illness or death of the student. In any case such that it cannot reasonably be expected that the lessons will be continued. Refund of the prepaid amount will take place after deduction of the lessons already used, the exam fees paid, as well as €50 administration costs. The student or his/her authorized representative or surviving relative must submit a request to the driving school within one month after the urgent reason has arisen, with or without a doctor's certificate.

d. The costs for the exam application must be paid in cash or by bank.

Article 7. (Booking) exams and pre-exams (TTT)

a. The number of driving lessons in the packages is not necessarily sufficient to be ready for the exam after the number of lessons has ended. Therefore, a practical exam or TTT is not automatically requested after the number of lessons in the package. If necessary, additional lessons must be taken before the practical exam or TTT can be requested. If fewer driving lessons are required than the package, the remaining driving lessons will be credited.

b. If the exam or TTT does not take place due to the absence of the student because he/she failed to indicate his/her dates of absence when applying for the exam, the student is responsible for all resulting costs. Even if the TTT or the exam does not take place because the student arrives late, the student is responsible for the (financial) consequences.

c. A driving lesson of at least 1 hour is planned for the exam/TTT, during which the student also drives to the exam center.

d. If the CBR cancels the exam/TTT due to bad weather conditions, the student will be given the opportunity to retake it as soon as possible. There are no costs associated with the new exam/TTT. The costs of the agreed lesson for the exam/TTT are due.

e. In the event of a postponement of the practical exam, the student will not owe any costs if he/she cannot take the practical exam because:

- the student is unable to take the exam due to illness and he/she can prove this to the driving school by means of a doctor's certificate within 7 days after the exam date;
- a family member up to and including the second degree of the student or the instructor has died within 4 days before the practical exam or the funeral takes place on the day of the practical exam;
- the training vehicle or an equivalent type is not available for the practical exam;
- the training vehicle is rejected by the examiner. In this case, the driving school will ensure that a new practical exam is requested at no extra cost;

f. For an urgent practical exam in connection with study, work or departure abroad, Rijkschool charges €50,- administration costs;

g. The student ensures that he/she is in possession of a valid theory certificate at the time this is necessary. A reservation for a theory exam can be made via mijn.cbr.nl. The costs are paid by the student himself/herself via Ideal to the CBR.

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Article 8. Termination of driving education

- a. In the case of individual lessons, both the driving school and the student have the right to terminate the driving course prematurely. If an amount has already been paid in advance, the student is entitled to a refund of any amount paid in advance, minus the examination fee paid to the competent authority, driving lessons taken and €50 administration costs.
- b. If the driving course has been entered into for a fixed number of lessons (i.e. a package), the student can only terminate it if there are urgent reasons such as a serious accident, serious illness or death of the student. See Article 6.c.
- c. In the event of a move to a location further than 15 km from the driving school's registered office, the driving course can be terminated in accordance with Article 8.a and 8.b.
- d. If the student has not taken any practical lessons for a year, all credits for lessons and exams will expire. This applies to both individual lessons and packages, unless expressly agreed otherwise in writing.
- e. If the driving school does not meet its obligations, the student can stop the driving course without any costs. The driving school will pay the deductible credit to the student within 14 days after the request.
- f. The driving school is entitled to terminate the driving course if it appears that the relationship between the two parties negatively affects the quality of the driving lessons. This is at the sole discretion of the driving school. In that case, the student is not entitled to compensation in any form whatsoever. The lessons and other services not taken and paid for in advance will be reimbursed to the student pro rata.

Article 9. Rights

This agreement is governed by Dutch law.

Driving School records:

Driving school name: Rijschool Mikado
Instructor name: Edwin Stokkermans
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WRM license number: 131799
CBR-registration: 1865F1



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