

## General Terms and Conditions – Schrijversacademie

These general terms and conditions are dated October 2023.

Below, we publish the enrollment conditions for all courses at Schrijversacademie.

### **Article 1 – NRTO**

Schrijversacademie is a member of the Dutch Council for Training and Education (NRTO). These enrollment conditions are in line with the general terms and conditions and the code of conduct of the NRTO.

### **Article 2 – Applicability**

These general enrollment conditions apply to all offers, proposals, and services of Schrijversacademie and to all study agreements entered into by Schrijversacademie, unless otherwise deviated from according to Article 2, Section 2. Deviations from the general enrollment conditions are only valid if explicitly agreed upon in writing between you and Schrijversacademie. In cases where these general enrollment conditions do not provide, Schrijversacademie will make arrangements based on reasonableness. If it is found that an article in these enrollment conditions is (partially) invalid, it will not affect the other provisions of these conditions. In this case, Schrijversacademie will ensure the article is adjusted, with the adjustment as similar as possible in content and meaning to the original article. “Written” also includes any form of electronic communication (such as email or information on the website) in these general enrollment conditions.

### **Article 3 – The Study Agreement**

The study agreement is concluded between the customer enrolling in the course (hereinafter referred to as ‘you’) and Schrijversacademie, which provides the course. The study agreement is concluded when you accept Schrijversacademie’s offer (your registration) and Schrijversacademie confirms receipt of your registration via a confirmation email. Meeting any admission requirements for a course is not a condition for the conclusion of the study agreement. Even if the admission requirements are not met, the study agreement is concluded. The study agreement covers the course you enroll in, including mandatory course materials and any related course days, exams, and other assessments. Schrijversacademie has the right to inquire about your creditworthiness from third parties. If the outcome of such a credit check is negative, Schrijversacademie is entitled to terminate the study agreement without any liability. The services and support arising from the study agreement are personal and non-transferable. The study agreement is valid for the entire duration of the course. Schrijversacademie assumes that you will actively participate in the course. Schrijversacademie is responsible for planning and scheduling the instructors for course days, exams, and any other forms of assessment.

### **Article 4 – Offer**

Schrijversacademie makes the offer (preferably) in writing. The offer includes a description of the course. Additionally, the offer clearly and understandably provides the following information:

- The method of execution of the study agreement;
- When the course starts;
- The conditions under which the course may be canceled;

- If applicable: the admission requirements to participate in the course;
- The price of the course;
- The payment method;
- The duration of the course;
- The code of conduct to which Schrijversacademie adheres and how you can obtain a copy of it;
- The possibility and method of access to an extrajudicial dispute resolution procedure.

These general enrollment conditions are explicitly communicated to you prior to the conclusion of the study agreement and form an integral part of the general information provided by Schrijversacademie. Upon request, Schrijversacademie will send you a copy of the general enrollment conditions free of charge.

Notwithstanding the provisions in Sections 1 to 4, the offer in the case of a distance contract also includes the following details:

- The identity and address of Schrijversacademie, including the visiting address of the establishment;
- Your right to cancel the study agreement within 14 calendar days in accordance with Article 5, as well as Schrijversacademie's right to charge you the direct costs of returning educational materials according to Article 5, Section 3;
- The validity period of the offer.

#### **Article 5 – Right of Withdrawal**

A cooling-off period of fourteen days (right of withdrawal) applies from the moment we confirm your registration. You exercise the right of withdrawal by sending the filled-out cancellation/withdrawal form by post or email within this period. You can request this form from Schrijversacademie's customer service or download it via this link. After sending the withdrawal, you have another 14 days to return the received study materials. The cost of return shipping is at your expense; keep the shipping receipt until you receive a confirmation of receipt of the lesson package from Schrijversacademie.

## **Article 6 – Cancellation Before Commencement**

You can cancel or terminate a fixed-term agreement at any time before it starts. Cancellation and termination must be done in writing by sending an email to [info@schrijversacademie.nl](mailto:info@schrijversacademie.nl). Cancellation or termination becomes final once you receive written confirmation from Schrijversacademie.

### **Cancellation by Schrijversacademie**

2. If the number of registrations for a specific course or training module is deemed insufficient by Schrijversacademie, Schrijversacademie is free to agree with you that the relevant course or training module will be offered in a different format (in-person, e-learning) or at a different location, date, and/or time than the two choices you indicated during registration. If Schrijversacademie cannot reach an agreement with you regarding these changes, you have the right to cancel the course or module free of charge. In this case, you only need to pay for the parts of the course that have already been provided.
3. In the case of an agreement for in-person education with a fixed start date, after the cooling-off period (if applicable), the cancellation and early termination rules mentioned below apply. You will then pay a reasonable fee for the work already carried out, including startup costs. For clarity, below is an overview of these costs as a percentage of the agreed price. These percentages represent the maximum payable fee. If the reasonable fee is lower, a lower fee will be charged. The amount of the fee will be substantiated by Schrijversacademie upon your request.

### **Cancellation Before Commencement**

4. Before the start of a course, you have the right to cancel it. Cancellation can only be done in writing. The scheduled start date of the course will be used to determine the cancellation costs as described in paragraphs 6 and 7 of Article 6.
5. In the event of cancellation as mentioned in paragraph 4 of Article 6, you have 14 days to return any received study materials in the original packaging. The return shipping costs are at your expense, and you should keep the shipping receipt until you receive confirmation of receipt of the course package from Schrijversacademie.
6. In case of cancellation as referred to in paragraph 4 of Article 6 (and there is no termination by you within the cooling-off period as described in Article 5 for distance contracts), Schrijversacademie may charge you for (i) educational materials not returned in their original packaging and/or offered on electronic media, and (ii) a portion of the price, according to the following schedule:
  - Cancellation up to two months before the course start date: 10% of the price;
  - Cancellation between two months and one month before the course start date: 20% of the price;
  - Cancellation between one month and two weeks before the course start date: 30% of the price;
  - Cancellation less than two weeks before the course start date: 50% of the price.
7. In case of cancellation as referred to in paragraph 4 of Article 6 (and there is no termination by you within the cooling-off period as described in Article 5 for distance

contracts), Schrijversacademie may charge you for (i) educational materials not returned in their original packaging and/or offered on electronic media, and (ii) a portion of the price, according to the following schedule:

- Cancellation up to two months before the course start date: 10% of the price;
- Cancellation between two months and one month before the course start date: 20% of the price;
- Cancellation between one month and two weeks before the course start date: 30% of the price;
- Cancellation less than two weeks before the course start date: 40% of the price.

### **Article 7 – Early Termination**

The study agreement can only be terminated by the customer in writing via email to [info@schrijversacademie.nl](mailto:info@schrijversacademie.nl) after the course has started.

If the customer terminates the study agreement early in accordance with paragraph 1 of Article 7, the customer owes a reasonable fee to Schrijversacademie, which will be based on Article 7:411 of the Dutch Civil Code.

The reasonable fee, in the case of a course of one year or shorter, consists of (i) the price for the education already provided by Schrijversacademie up to the moment of early termination, (ii) 50% of the total price (as startup costs), and (iii) the price for educational materials not returned in their original packaging and/or offered on electronic media.

The reasonable fee, in the case of a course longer than one year, consists of (i) the price for the education already provided by Schrijversacademie up to the moment of early termination, (ii) 40% of the price for the current academic year (as startup costs), and (iii) the price for educational materials not returned in their original packaging and/or offered on electronic media.

a. If the price for the course is divided over different modules, an educational module is considered "provided education" under paragraphs 3 and 4 of Article 7 if one or more meetings of the module have taken place before early termination, regardless of whether the customer attended these meetings.

b. If the course is not divided into different modules and is distance learning, where the customer is provided electronic access to all the course materials at the start of the course, the period elapsed from the start of the course until early termination is considered "provided education" under paragraphs 3 and 4 of Article 7.

If the customer terminates the study agreement early due to serious illness or an emergency that prevents them from continuing the course, the customer can request a modification of the reasonable fee from Schrijversacademie in writing, with Schrijversacademie possibly requiring proof in the form of a medical certificate or otherwise.

In the case of the student's death, the study agreement can be terminated by both Schrijversacademie and the student's heirs as of the date of death. Any future payment obligations tied to the agreement are void from the date of death.

### **Article 8 – Exchanges, Switching or Moving**

#### **Exchanges**

A request to exchange, switch, or move (e.g., to another start date or location) can be sent to Customer Service via email at [info@schrijversacademie.nl](mailto:info@schrijversacademie.nl). Schrijversacademie will determine based on the following whether an exchange, switch, or move is possible.

Exchanging means switching to a different course within three months after the start without charge. Switching is possible when exchanging is no longer possible, i.e., when the first three months have passed. There are costs involved. Moving to a different location or start date is often possible, but with associated costs.

An exchange, switch, or move is not possible if there is an outstanding payment.

### **Switching/Moving**

4. If the course has started, it is possible to postpone, move (e.g., to a different date or location), or resume it later. In case of postponing, moving, or resuming later, the course must be available on the desired date. Schrijversacademie will charge an administration fee of €69 and the daily fee of €100 for the days already attended.
5. If your course is a package consisting of several Schrijversacademie courses/modules, the following rules apply: After starting the first course/module, you can cancel any courses/modules that have not started yet. The cancellation rules in paragraph 6 of Article 7 apply per course/module. In addition to cancellation costs, any discounts received during registration will be revoked.

This cancels the entire course package but keeps your registration for the specific course/module that has already started. If one of the modules is on hold and the start date is still unknown, the cancellation condition of 10% of the tuition and exam fees applies, with a minimum of €50.

Cancellation of unstarted modules after the course has started must be done in writing via email to [info@schrijversacademie.nl](mailto:info@schrijversacademie.nl).

### **Article 9 – Payment Options and Late Payment**

The current tuition and exam fees, along with the one-time registration fee, can be found on the Schrijversacademie website.

You select your payment method when registering for a course. A discount is offered for full payment (per academic year).

Payment must be made no later than the due date specified on the invoice. Schrijversacademie allows a payment term of 14 days.

If you have not paid the due amount in full within the specified term, Schrijversacademie will send you a first payment reminder, allowing you 15 more days to make the payment. If you do not pay within this period, you will be in default without further notice.

If you still have not paid after the first reminder, Schrijversacademie will charge collection fees and statutory interest in accordance with applicable Dutch law. In case of non-payment, Schrijversacademie will hand over the claim to a collection agency.

For consumers from Belgium, contrary to the above, a fixed fee will be added to the second reminder as per the Belgian Book XIX of the Economic Law Code. The fee is calculated as follows:

- €20 if the amount owed is €150 or less;
- €30 plus 10% of the owed amount for the portion between €150.01 and €500;

- €65 plus 5% of the owed amount for the portion above €500, with a maximum of €2,000.

If you are in default as per paragraph 5 of Article 9, Schrijversacademie has the right to terminate the study agreement. In that case, you must pay a reasonable fee as calculated in paragraphs 3 and 4 of Article 7 (reasonable fee for early termination).

You are always responsible for fulfilling your payment obligations for tuition and exam fees, even if you have indicated at registration that, for example, your employer will cover the study costs.

### **Article 10 – Exam Information**

Your course may include assessments. If there are assessments, you will receive all related information in your online learning environment.

When there are assessments, the exam fee is an integral part of the total cost of the course. The exam fee is specified in the offer and on the invoice in the confirmation email. The amount of the exam fee depends on the number of exams and the types of assessments used in the course. The exam fee does not change during your enrollment.

Schrijversacademie will issue the diploma for the course only after (i) all requirements of the exam regulations have been met, and (ii) all costs of the course (including the exam fees) have been paid in full. The diploma will be issued in the name of the person as stated on the registration form.

### **Article 11 – Complaints Procedure**

Complaints about the education and/or the organization thereof, or the process related to testing and examination, can be submitted by sending an email to [info@schrijversacademie.nl](mailto:info@schrijversacademie.nl). Please ensure that you have read the regulations and terms carefully before submitting a complaint.

Schrijversacademie will respond within five working days after receiving your complaint.

If you are not satisfied with how your complaint is handled, you may file an appeal. You can submit a written, reasoned objection via [info@schrijversacademie.nl](mailto:info@schrijversacademie.nl). Each objection will be addressed substantively within 20 working days.

More information about Schrijversacademie's complaints procedure can be found on our website.

### **Article 12 – Identification**

When registering for a course, you are required to provide your correct and full name as stated on a valid identification document on the registration form.

### **Article 13 – Study and Service Duration**

The study agreement automatically ends after the study duration as specified at your registration; the mutual rights and obligations cease to exist once the study agreement ends.

The evaluation period for testing must fall within the study duration.

The study duration is indicated on the registration confirmation.

The course management reserves the right to make changes to the study program.

Schrijversacademie offers you the possibility to extend the use of study guidance and services for an additional six months at no extra charge. You can request this free extension of your study agreement, up to a maximum of 14 days before the end date of your study agreement, via the digital learning environment of Schrijversacademie. For questions, you can contact Schrijversacademie's customer service.

If you cancel the course before completion, you will no longer be entitled to study guidance and

participation in classes and exams from the cancellation date.

The course management of Schrijversacademie reserves the right to make changes to the study program.

#### **Article 14 – Liability of Schrijversacademie**

In case you suffer damage, Schrijversacademie's liability is always limited to compensation for direct damage (liability for indirect damage, such as consequential damage, delay damage, loss of profit, and lost revenue, is therefore excluded). Additionally, the extent of the damage compensation obligation is limited to the amount you have paid in (or regarding) the study year in which the damaging event occurred. The compensation obligation of Schrijversacademie shall not exceed the amount actually paid to Schrijversacademie by Schrijversacademie's insurer.

Schrijversacademie is not liable for any damage of any kind resulting from (possible) incorrect or incomplete information/recommendations/advice provided in relation to the course. This includes information/recommendations/advice provided by the teacher or through educational materials, brochures, or any other work related to the course.

Schrijversacademie is not liable if you do not follow (safety) instructions.

Schrijversacademie's liability extends to all persons for whom Schrijversacademie is responsible (such as employees of Schrijversacademie or persons appointed by Schrijversacademie to execute the study agreement).

#### **Article 15 – Shipping Costs**

The costs for sending the study materials are covered by Schrijversacademie. All mail sent to Schrijversacademie and its teachers must be sufficiently stamped by you.

#### **Article 16 – Customer Service**

Schrijversacademie will, of course, make every effort to prevent errors in your study package and its shipment. If something is wrong, please report it within ten days after receiving the package using the enclosed control form. Schrijversacademie will do its utmost to resolve the complaint as soon as possible and to your full satisfaction.

#### **Article 17 – Missing and/or Cancelling Sessions**

The sessions are an essential and interactive part of your education, so attendance is mandatory. Schrijversacademie considers it very important for you to meet your fellow students and attend the sessions. After all, you learn not only from your teacher but also from your fellow students. The following rules apply for missing sessions:

- **Basic Modules**

Missing the introductory session of the course means you cannot start in the class.

Missing two sessions of the same module means you have not completed the module. In both cases, you will need to transfer to a later opportunity, possibly in another location and/or with a different teacher. The missed module must be completed in full, with both the beginning and final sessions.

If you miss one session of a module, excluding the introductory session, the teacher will assign you an extra writing task to make up for the missed session. Schrijversacademie charges €50 for this assignment.

The introductory session can be canceled free of charge up to two weeks before the start. If canceled less than two weeks before the start, a fee of €150 will be charged.

In case of an emergency or force majeure, Schrijversacademie may decide to make an exception and waive the cancellation fees or extra charges. This is at Schrijversacademie's discretion. No exceptions will be made to the rule that attendance at the introductory session of the first module is mandatory.

- **Specialization Modules**

The two or three modules of the specialization are inseparably linked. Missing the very first session means you must take the entire specialization at a later time. You can cancel free of charge up to one week before the start of the first specialization module. Cancellations made later will incur a charge of €150. You will start the specialization at a later time. In case of an emergency or force majeure, Schrijversacademie may decide to make an exception and waive the cancellation fees or extra charges. This is at Schrijversacademie's discretion.

Complaints are handled according to the complaints procedure published on the Schrijversacademie website.

## **Article 18 – Writing Retreat**

### **Cancellation**

If you wish to cancel your registration, the following rules apply:

- Cancellation up to 8 weeks before the start date of the retreat: a fixed fee of €175.00 is charged.
- Cancellation between four and eight weeks before the start date: 20% of the total course fee is charged.
- Cancellation between two and four weeks before the start date: 50% of the total course fee is charged.
- Cancellation less than two weeks before the start date: the full amount will be charged.

### **Retreat Continuation**

The retreat will only proceed with at least 8 participants.

If the retreat does not proceed due to a reason attributable to Schrijversacademie, you will be notified no later than two weeks before the start, and you will receive a full refund of the registration fee.

Schrijversacademie reserves the right, in case of force majeure (such as illness of the teacher or unavailability of the desired location), to replace the teacher leading the retreat and/or change the location.

## **Article 19 – Personal Data**

Schrijversacademie processes all personal data provided to it in accordance with the GDPR, as further outlined in Schrijversacademie's privacy statement.

You have the ability to adjust your personal data via "Mijn Schrijversacademie" (My Schrijversacademie). The responsibility for timely and correctly updating your personal data always rests with you. Schrijversacademie is not responsible for any consequences arising from not updating personal data on time.



## **Article 20 – Suspension**

Schrijversacademie has established behavioral rules for the use of the learning environment. As a student, you are expected to be familiar with these online behavioral rules, which can be found in the course tile in the online learning environment.

The Institutional Board of Schrijversacademie reserves the right to refuse, suspend, and/or remove students in exceptional circumstances. This applies, among other things, to students who engage in fraudulent actions or fail to comply with social norms or online behavioral rules, as well as those who exhibit aggressive or violent behavior in communication, both by phone, digitally, or in person.

## **Article 21 – Intellectual Property Rights**

All intellectual property rights, including copyright, relating to the educational materials provided and compiled by Schrijversacademie (excluding books available for sale) belong to Schrijversacademie. No part of these publications may be reproduced and/or made public without the written permission of Schrijversacademie.

The student ensures that any drawings, models, materials, or other works provided to Schrijversacademie by them do not infringe upon or violate the intellectual property rights of third parties.

## **Article 22 – Applicable Law and Dispute Resolution**

The Agreement is governed by Dutch law.

If the customer is a consumer, disputes between the Customer and Schrijversacademie concerning the formation or execution of the Agreement can be brought by either the customer or Schrijversacademie to the Disputes Committee for Private Educational Institutions, Bordewijklaan 46, P.O. Box 90 600, 2509 LP The Hague ([www.degeschillencommissie.nl](http://www.degeschillencommissie.nl)).

The Disputes Committee will only consider a dispute if the customer has first submitted their complaint to Schrijversacademie, and this has not led to a satisfactory solution for both parties. A dispute must be submitted to the Disputes Committee within twelve months of its occurrence. A fee is required for the processing of a dispute.

When the customer submits a dispute to the Disputes Committee, Schrijversacademie is bound by this choice.

If Schrijversacademie wishes to submit a dispute to the Disputes Committee, it must first ask the customer in writing within five weeks to agree to this. Schrijversacademie must notify the customer that, after the expiration of the aforementioned period, it is free to refer the dispute to a regular court.

The Disputes Committee makes a ruling in accordance with the applicable regulations. The decision of the Disputes Committee is in the form of a binding recommendation.

In the limited cases where a binding legal dispute resolution system is provided for formal education, such as for customer examinations, the provisions of paragraphs 2 to 8 of this article do not apply.

## **Article 23 – Modification of Terms and Conditions**

Unless otherwise agreed in writing, Schrijversacademie may modify the enrollment terms. Schrijversacademie will publish changes at least two weeks before the effective date on the website. If a change results in the provision of a service that significantly differs from the original service, you have the right to terminate the study agreement as of the date the modified general enrollment terms take effect.