

**Algemene Voorwaarden Una Paloma Blanca B.V.**  
**d.d. 12 februari 2021**

**Article 1 - Definitions**

Distance learning:

Form of education where the teacher and yourself are not present at the same time.

Educational service:

Providing education, courses / or training / or the delivery of teaching materials and / or offering (partial) exams and / or another form of assessment.

Contact education:

Form of education with direct interaction between teacher or trainer and student or course participant.

Entrepreneur:

Una Paloma Blanca BV

Education:

Education, training, course and / or training, both distance learning and contact education.

Agreement:

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

Distance contract:

An agreement that is concluded between the entrepreneur and yourself in the context of an organized system for distance selling of products, digital content and / or services, whereby exclusive use is made up of one or more remote communication techniques up until and including the conclusion of the agreement made.

Start-up costs:

The costs incurred by a trainer for the implementation of the study agreement made in advance.

You:

Natural person who is not acting 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 the entrepreneur and you with regard to an educational service.
2. The entrepreneur can also use other general terms and conditions that have been established in consultation with one or more consumer organizations. In that case, the disputes committee referred to in Article 16 decides which conditions apply to

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the agreement on the basis of what the parties have agreed upon, in this respect the formation of the agreement.

### **Article 3 - Offer**

1. The entrepreneur makes the offer (preferably) in writing or electronically.
2. The offer contains a complete and accurate description of the educational service and / or of the teaching material that is part of the educational service. The offer also indicates whether the use of this teaching material is compulsory.
3. Each offer must contain such information which has been made clear what the rights and obligations are associated with accepting the connected offer. The offer states in any case in a clear and comprehensible way the following data:
  - a. In the case of an agreement relating to an educational service:
    - i. the manner of implementation of the agreement;
    - ii. when the educational service starts;
    - iii. the conditions under which the educational service may be canceled;
    - iv. where applicable: the admission requirements allowing the participation in education
    - v. the price, including all additional costs and taxes;
    - vi. the method of payment;
    - vii. the duration of the agreement,
  - b. Or in the case of an agreement relating to the purchase of teaching materials:
    - i. the price, including all additional costs and taxes;
    - ii. the method of payment, delivery of the teaching materials and / or the execution of the agreement;
    - iii. These general terms and conditions are made known prior to the agreement and are
4. expressly disclosed to you and are an integral part of the general information provision of the entrepreneur.
5. The entrepreneur is allowed to make it a condition for an offer and / or the acceptance of an assignment wherein you provide personal data and, if and insofar as regulations require and / or permits a copy of a valid passport or a valid identity card.
6. Without prejudice to the provisions of subsection 1 to 5 inclusive, the offer including a distance contract also includes the following data:
  - a. The identity and address of the entrepreneur, including the visiting address of the business location of the entrepreneur;
  - b. Your right to cancel the agreement within fourteen days dissolve in accordance with Article 5;
  - c. The period of validity of the offer.

### **Article 4 - Agreement**

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1. The agreement is concluded by acceptance of the offer by you. After accepting, you will receive in writing or by electronic means the conclusion of the agreement confirmation. [P-1] [IW2]
2. In the event of an electronic order, the entrepreneur sends an electronic confirmation to you; as long as the receipt of an electronic accepted assignment has not been confirmed by the entrepreneur, you can cancel the assignment.
3. After a distance contract has been concluded, the terms referred to in Article 3, information referred to in paragraphs 3 and 6 in writing or otherwise, are made available to you and an accessible, durable data carrier.

### **Article 5 - Cancellation & (premature) termination of the agreement**

1. You can cancel a fixed-term agreement at any time. The entrepreneur will send you confirmation of this. If there is an agreement on contact education with a fixed start date, after the end of the possible reflection period, the following cancellation scheme and interim termination scheme applies. You then pay compensation for the work already performed, including the start-up costs. These percentages concern the maximum compensation to be paid. If the reasonable compensation to be paid is lower, then you will receive a lower fee. The amount of the fee will be, at your request, explained by the entrepreneur:
  - a. Cancellation up to 2 months before the start: 10% of the agreed price after deduction of study material not yet received.
  - b. Cancellation between 2 months and 1 month before the start: 20% of the agreed price after deduction of study material not yet received.
  - c. Cancellation between 1 month and 2 weeks before the start: 30% of the agreed price after deduction of study material not yet received.
  - d. Cancellation less than 2 weeks before the start: 50% of the agree price after deduction of study material not yet received.
  - e. In the event of premature termination: 100% of the agreed price after deduction of study material not yet received  
[IW3]
2. Cancellation before the education has started or in the event of premature termination, takes place in writing or electronically;
3. In regard to distance learning, after the agreement has been concluded and after expiry of the reflection period, cancellation is possible, but you remain obliged to pay the agreed price in full. Unless the reasonable fee for the work already performed is lower, in which case a reduced fee is charged.
4. During fourteen days after the closing of a distance contract with regard to an educational service, you have the right to cancel the contract without stated reason.
5. In the case of a distance contract that mainly relates to the purchase of teaching materials you have a period of fourteen days within which you can use to dissolve the agreement without stating any reasons.
6. With due observance of the provisions of this article, you have in case of dissolution in accordance with subparagraphs 4 and 5 you are entitled to a refund

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of what you already have free of charge paid. The entrepreneur pays as soon as possible and in any case within fourteen days after the dissolution.

7. In the event of dissolution in accordance with paragraphs 4 and 5, you have to contact the entrepreneur to return possibly received teaching materials to the entrepreneur as soon as possible. The entrepreneur is entitled to the direct costs of the return of materials at your expense. The return is made on your risk. Teaching materials of which the seal of the packaging has been broken, cannot be returned and the price must be paid in full by you to the entrepreneur.
8. If the educational service is largely provided by means of an electronic (learning) environment, then the right to dissolution ends at the start of the educational service.
9. In case the minimum group size of three students has not been achieved, the entrepreneur reserves the right to cancel the agreement whereby the full amount paid by you will be refunded as soon as possible.

### **Article 6 - Copyright**

The course material offered is intended for personal use only. All items such as books and materials provided by the entrepreneur are subject to copyright of the entrepreneur or of third parties [IW4]. The items referred to in this article are not allowed without the explicit prior consent of the entrepreneur, to be multiplied, made public and / or otherwise made known to third parties, be brought or provided to third parties, both during the term of the training and afterwards. It is also not permitted to use the material in modified form to disclose or use under your own name without written permission of the entrepreneur. The copyright / ownership rights in the course rest entirely with the entrepreneur.

### **Article 7 - Price changes**

1. If within three months after the closing of the agreement, but before the start of the educational service, a price change occurs, this will not affect the agreed upon course price.
2. You are entitled to terminate the agreement, if after three months after the closing of the agreement, but before the start of the educational service, the price is increased.
3. Subparagraphs 1 and 2 do not apply to price changes arising from the law.

### **Article 8 - Delivery**

1. The entrepreneur delivers the teaching material to you on time. This also includes timely provision of access to teaching materials offered electronically.
2. Teaching materials which are incorrect or damaged upon delivery [P-5] [IW6] are immediately replaced by the entrepreneur at no cost to you.

### **Article 9 - Conformity and non-performance of the agreement**

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1. The educational service and the teaching materials provided must comply with your reasonable expectation. If you fail to meet your obligations, the entrepreneur is authorized to suspend the entrepreneur's obligations. If the entrepreneur does not fulfill its obligations, you may suspend your obligations. With a partial or inadequate performance, suspension is only permitted, insofar as the shortcoming justifies it.
2. The entrepreneur has the right of retention if there is a failure of the fulfillment of a due and payable obligation, unless the shortcoming does so does not justify retention.
3. If one of the parties is in default with respect to the agreement, the other party is entitled to dissolve the agreement, unless the shortcoming given in its significance does not justify dissolution.

### **Article 10 - Payment**

1. Payment takes place by crediting the amount due to a bank account indicated by the entrepreneur at the time of the purchase or delivery, or payment by bank-approved forms of electronic payment. Cash payment is also possible in consultation.
2. Payment for the educational service will be made before the training starts.
3. When purchasing teaching materials without education, payment must be made at the latest occurrence upon delivery. [P-7] [IW8]

### **Article 11 - Late payment**

You are in default from the expiry of the payment date. The entrepreneur sends after the expiry of that date a free payment reminder and give you the opportunity within 14 days after receipt of this payment reminder to pay.

- a. If you do not fulfill your payment obligation (s) on time, the entrepreneur will send you a reminder. You will still have 14 days to pay.
- b. If you have not paid after the expiration of this period, the entrepreneur is entitled to charge statutory interest on the amount owed and the extrajudicial collection costs.
- c. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% on the next € 2,500 and 5% on the next €5,000 with a minimum of € 40.
- d. The entrepreneur can deviate in your favor from the aforementioned amounts and percentages.

### **Article 12 - Suspension**

During the handling of a complaint or dispute in accordance with the provisions of Articles 15 and 16 specifically, the entrepreneur will suspense charging interest and collection costs.

### **Article 13 - Liability of the entrepreneur**

Insofar as the entrepreneur fails attributively and you suffer damage as a result, the

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liability of the entrepreneur for damage that is not the result of injury, death or property damage, limited only to compensation for direct damage. Liability of the entrepreneur for injury, death or property damage is not excluded or limited. The liability extends to persons employed by the entrepreneur, or to persons appointed by the entrepreneur for the implementation of the agreement.

### **Article 14 - Confidentiality**

Information provided by you is treated by the entrepreneur, his staff and / or persons employed by the entrepreneur confidentially. The entrepreneur conforms to the applicable privacy legislation.

### **Article 15 - Questions and complaints**

1. The entrepreneur has the intention to answer the complaint or question as soon as possible and to answer to your satisfaction. For the handling of questions or complaints of an administrative nature or about the content of the training, 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 demand a longer processing time, will be answered by the entrepreneur immediately with a message of receipt and an indication as to when you can expect a reply.
2. A complaint must be submitted with a clear description, in a timely manner and in as complete package to the entrepreneur. Complaints that are not submitted within 2 months will not be received. If the complaint cannot be resolved by mutual agreement a dispute arises that qualifies for the dispute settlement of

### **Article 16 - Dispute settlement**

1. The agreement is governed by Dutch law, unless under mandatory law the law of another country applies.
2. Disputes between you and the entrepreneur about the realization or implementation of agreements relating to or to be delivered by this entrepreneur services and goods supplied can be done by you as well as by the entrepreneur be brought before the Disputes Committee Private Educational institutions, more information can be found at: [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl).
3. The Disputes Committee will only handle a dispute if you submit the complaint to the entrepreneur in accordance with the provisions of article 15 and this has not resulted in a mutually satisfactory outcome and / or solution.
4. A dispute must be settled within twelve months after the complaint has been filed pending before the Disputes Committee in accordance with the provisions of Article 15 to be made. There is a due fee for handling a dispute.
5. When you submit a dispute to the Disputes Committee, the entrepreneur is bound by this choice. When the entrepreneur wants to submit a dispute to the Disputes Committee, the entrepreneur must first ask you in writing to submit within 5 weeks a decision as to whether you agree. The entrepreneur serves in

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this regard to announce that the entrepreneur considers themselves free after expiry of the aforementioned period to submit the dispute to the ordinary court.

6. The disputes committee will make a decision with due observance of the provisions of the applicable regulations. The decision of the Disputes Committee takes the form of a binding advice.