

## **Terms and Conditions – Schrijversacademie**

These terms and conditions are dated October 2023.

Below, we publish the enrollment terms for all programs offered by the Schrijversacademie.

### **Article 1 – NRTO**

The Schrijversacademie is affiliated with 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**

1. The general enrollment terms and conditions apply to all quotations, offers, and services from the Schrijversacademie, as well as to all study agreements concluded by the Schrijversacademie, unless deviated from in accordance with Article 2, paragraph 2.
2. Exceptions from the general enrollment terms are only valid if explicitly agreed in writing between you and the Schrijversacademie.
3. In cases not covered by the general enrollment terms, the Schrijversacademie will make reasonable arrangements.
4. If it turns out that any article of these terms (partially) is invalid, this will not affect the remaining provisions. The Schrijversacademie will adjust the invalid article, with the revised content as closely matching the original as possible.
5. In these general enrollment terms, the term "written" also includes any form of electronic communication (such as email or information on the website).

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

1. The study agreement is concluded between the customer who enrolls in the program (hereinafter referred to as 'you') and the Schrijversacademie, which provides the program.
2. The study agreement is formed by your acceptance of the Schrijversacademie's offer (your enrollment) and the confirmation of receipt of your enrollment by the Schrijversacademie via a confirmation email.
3. Meeting any admission requirements for a program is not a condition for the conclusion of the study agreement. Even if admission requirements are not met, the study agreement will still be formed.
4. The study agreement covers the program you are enrolling in, including the required course materials and the study days, exams, and other assessments related to the program.
5. The Schrijversacademie is entitled to issue information from third parties regarding your creditworthiness. If the results of such a credit check are negative, the Schrijversacademie reserves the right to terminate the study agreement without any liability.
6. The services and support arising from the study agreement are personal and non-transferable.
7. The study agreement applies to the total duration of the program. The Schrijversacademie expects you to actively participate in the program. The Schrijversacademie will arrange the scheduling of instructors for study days, exams, and any other forms of assessment.

#### **Article 4 – Offer**

1. The Schrijversacademie preferably makes the offer in writing.
2. The offer contains a description of the program.
3. Additionally, the offer will clearly and comprehensibly state the following details:
  - The method of executing the study agreement;
  - The start date of the program;
  - The conditions under which the program may not proceed;
  - If applicable: the admission requirements for participating in the program;
  - The price of the program;
  - The payment method;
  - The duration of the program;
  - The code of conduct adhered to by the Schrijversacademie and how you can obtain a copy;
  - The possibility and method of accessing an out-of-court dispute procedure.
4. These general enrollment terms are explicitly communicated to you before the study agreement is concluded and form an integral part of the general information provided by the Schrijversacademie. Upon your request, the Schrijversacademie will send you a copy of the general enrollment terms free of charge.
5. Without prejudice to the provisions of paragraphs 1 through 4, the offer for a remote agreement also includes the following details:
  - The identity and address of the Schrijversacademie, including the visitor address of the establishment;
  - Your right to cancel the study agreement within 14 calendar days in accordance with Article 5, as well as the Schrijversacademie's right to charge you for the direct costs of returning educational materials in accordance with Article 5, paragraph 3;
  - The validity period of the offer.

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

1. A 14-day reflection period (right of withdrawal) applies from the moment we confirm your enrollment.
2. You can exercise the right of withdrawal by sending the completed withdrawal/cancellation form by post or email within this period. You can request this form from the Schrijversacademie's customer service or download it via this link.
3. After submitting the withdrawal notice, you have an additional 14 days to return the received study materials. The return shipping costs are at your own expense; please keep the shipping receipt until you receive confirmation of receipt of the study materials from the Schrijversacademie.

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

You may cancel or terminate an agreement for a fixed duration at any time before the start of the program. Cancellation and early termination must be done in writing by sending an email to

info@schrijversacademie.nl. The cancellation or termination is final once you receive written confirmation from the Schrijversacademie.

### **Cancellation by Schrijversacademie**

1. If, in the opinion of the Schrijversacademie, the number of registrations for a particular program or module is insufficient, the Schrijversacademie is free to agree with you that the program or module will be offered in another format (classroom-based, e-learning), or at a different location, date, and/or time than one of the two choices you indicated during registration. If no agreement is reached regarding these changes, you have the right to cancel the program or module free of charge. In this case, you will only be responsible for paying for the components of the program that have already been delivered.
2. If there is an agreement regarding in-person education with a fixed start date, the following cancellation and early termination policy applies after the possible reflection period has expired. You will be required to pay a reasonable fee for services already rendered, including startup costs. For the sake of clarity, the overview below shows these costs as a percentage of the agreed price. These percentages represent the maximum fee payable. If the reasonable fee is lower, a lower fee will be charged. The Schrijversacademie will substantiate the amount of the fee upon your request.

### **Cancellation Before Commencement**

1. Before the start of a program, you have the right to cancel the program. Cancellation is accepted only in writing. The scheduled start date of the program serves as a foundation for determining the cancellation fees, as outlined in Article 6, paragraphs 6 and 7.
2. In the event of cancellation as mentioned in Article 6, paragraph 4, you have 14 days to return the received study materials in their original packaging. The return shipping costs are at your own expense; please keep the shipping receipt until you receive confirmation of receipt of the study materials from the Schrijversacademie.
3. In case of cancellation as outlined in Article 6, paragraph 4 (and there is no termination initiated by you within the reflection period as described in Article 5 in the case of a remote agreement), the Schrijversacademie, for programs lasting one year or less, is entitled to charge you for (i) any educational materials not returned in their original packaging and/or provided on an electronic data carrier, and (ii) a portion of the price, according to the following schedule:
  - For cancellations up to two months before the start of the program: 10% of the price;
  - For cancellations between two months and one month before the start of the program: 20% of the price;
  - For cancellations between one month and two weeks before the start of the program: 30% of the price;
  - For cancellations less than two weeks before the start of the program: 50% of the price.
4. For programs lasting longer than one year, the Schrijversacademie is entitled to charge (i) for educational materials not returned in their original packaging and/or provided on an electronic data carrier, and (ii) a portion of the price, according to the following schedule:
  - For cancellations up to two months before the start of the program: 10% of the price;
  - For cancellations between two months and one month before the start of the program: 20% of the price;

- For cancellations between one month and two weeks before the start of the program: 30% of the price;
- For cancellations less than two weeks before the start of the program: 40% of the price.

### **Article 7 – Early Termination**

1. The study agreement can only be terminated after the start of the program by the customer in writing via email to [info@schrijveracademie.nl](mailto:info@schrijveracademie.nl).
2. If the customer terminates the study agreement prematurely after the program has started, in accordance with Article 7, paragraph 1, the customer is required to pay a reasonable fee to the Schrijversacademie, aligned with Article 7:411 of the Dutch Civil Code.
3. For programs lasting one year or less, the reasonable fee includes (i) the price for the education provided by the Schrijversacademie up to the point of 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 provided on an electronic data carrier.
4. For programs lasting more than one year, the reasonable fee consists of (i) the price for the education provided up to the point of termination, (ii) 40% of the price for the current study year (as startup costs), and (iii) the price for educational materials not returned in their original packaging and/or provided on an electronic data carrier.
  - a. If the price is divided across different educational modules, a module is considered "provided education" within the meaning of Article 7, paragraphs 3 and 4, if one or more sessions of that module have already taken place before the termination, regardless of whether the customer attended these sessions.
  - b. If the program is not divided into modules and involves distance learning, where the customer is granted electronic access to all the educational content at the start of the program, the period that has elapsed up to the point of termination is considered "provided education" under Article 7, paragraphs 3 and 4.
5. If the customer terminates the study agreement prematurely due to serious illness or a calamity that prevents the customer from continuing the program, the customer can submit a written, motivated request to the Schrijversacademie to adjust the reasonable fee set by the Schrijversacademie, which may require proof such as a medical certificate.
6. In the event of the student's death, the study agreement can be terminated by either the Schrijversacademie or the student's heirs as of the date of death. All future payment obligations under the agreement will be nullified as of the date of death.

### **Article 8 – Switching, Transferring, or Rescheduling**

#### **Switching**

1. A request to switch, transfer, or reschedule (to another start date or location) can be sent to Customer Service via [info@schrijversacademie.nl](mailto:info@schrijversacademie.nl). The Schrijversacademie will determine whether switching, transferring, or rescheduling is possible based on the criteria below.
2. Switching refers to transitioning to another program within three months of the start date at no additional cost. If switching is no longer possible (after the first three months), you may transfer at a fee. Rescheduling to a different location or start date is often possible for a fee.
3. Switching, transferring, or rescheduling is not possible if there are outstanding payments.

## Transferring/Rescheduling

1. If the program has already started, it is possible to postpone, transfer (e.g., to another date or location), or resume the program at a later date. The program must be available on your desired date. In such cases, the Schrijversacademie will charge €69 in administrative fees and a daily rate of €100 for the already attended study days.
2. If your program consists of a package of several Schrijversacademie programs/modules, the following rules apply:

After starting the first program/module, you can cancel the yet-to-start programs/modules. The cancellation rules for each program/module are outlined in Article 7, paragraph 6. In addition to the cancellation costs, any discounts received during registration will no longer apply.

By canceling, you terminate the entire program package but remain enrolled in the specific program/module that has already started. If one of the modules is on hold with an unknown start date, the cancellation fee will be 10% of the tuition and exam fees, with a minimum of €50.

Cancellation of the not-yet-started modules after the start of the program must be done in writing, via email, to [info@schrijversacademie.nl](mailto:info@schrijversacademie.nl).

## Article 9 – Payment Options and Late Payment

1. The current tuition, exam fees, and one-time registration fee can be found on the Schrijversacademie website.
2. You select your payment method at the time of enrollment. A discount is granted for full payment (per academic year).
3. Payment must be made no later than the due date specified on the relevant invoice. Schrijversacademie applies a payment term of 14 days.
4. If you do not pay the full amount due within the stipulated period, Schrijversacademie will send you a first payment reminder, giving you the opportunity to pay within 15 days after receiving this reminder. If the full amount is not paid within this period, you will be in default without further notice.
5. If you still have not made payment after the first reminder, Schrijversacademie will include collection fees and statutory interest in the second reminder, in accordance with applicable Dutch legal regulations. In case of late payment, Schrijversacademie may transfer the claim to a collection agency.
6. For consumers from Belgium, the following applies: in the event of non-payment, a flat fee will be added with the second reminder in accordance with Belgian Book XIX of the Code of Economic Law, calculated as follows:
  - a. €20 if the amount owed is less than or equal to €150;
  - b. €30 plus 10% of the amount between €150.01 and €500 if the amount owed is between €150.01 and €500;
  - c. €65 plus 5% of the amount over €500, with a maximum of €2,000 if the amount owed exceeds €500.
7. If you are in default as per Article 9 paragraph 5, Schrijversacademie has the right to terminate the study agreement. In such cases, you are required to pay a reasonable fee to Schrijversacademie, calculated in accordance with Article 7 paragraphs 3 and 4 (reasonable fee for early termination).

8. You remain responsible for fulfilling your payment obligations regarding tuition and exam fees and other costs, even if you have indicated during enrollment that, for example, your employer will cover the study costs.

#### **Article 10 – Exam Information**

1. Your course may involve assessments. If your course includes assessments, you will receive all the relevant information in your online learning environment.
2. When assessments are included, the exam fees form an integral part of the total cost of the course. The exam fees are specified in the offer and on the account summary in the confirmation email. The exam fee amount depends on the number of assessments in the course and the types of assessments used. The exam fee does not change during your enrollment.
3. Schrijversacademie will issue a degree for the program once (i) all requirements in the exam regulations have been met, and (ii) the total course fees (including exam fees) have been paid to Schrijversacademie. Schrijversacademie issues a degree in the name of the person listed on the enrollment form.

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

1. Complaints about the education and/or its organization or the process regarding assessments and examinations can be submitted by sending an email to [info@schrijversacademie.nl](mailto:info@schrijversacademie.nl). Please ensure you have thoroughly read the regulations and terms before submitting a complaint.
2. Schrijversacademie will respond within five working days of receiving your complaint.
3. If you are not satisfied with how your complaint is handled, you may appeal. You can submit a written appeal with supporting reasons via [info@schrijversacademie.nl](mailto:info@schrijversacademie.nl). Each appeal will be addressed substantively within 20 working days.
4. More information about the Schrijversacademie's complaints procedure can be found on our website.

#### **Article 12 – Identification**

When enrolling for a course, you are required to provide your correct and full name as it appears on a valid form of identification in the enrollment form.

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

1. The study agreement will automatically end upon the expiration of the study duration as stated at the time of your enrollment. The mutual rights and obligations cease once the study agreement ends. The assessment period must fall within the study duration.
2. The enrollment confirmation indicates the study duration.
3. The course management reserves the right to make changes to the curriculum.
4. Schrijversacademie offers you the option to continue using the study support and services of Schrijversacademie for an additional six months without extra cost. You can request this free extension of your study agreement yourself, up to fourteen days before the end date of your study agreement, via Schrijversacademie's digital learning environment. For any questions, please contact Schrijversacademie's customer service.
5. If you terminate the course prematurely, you will no longer be entitled to study support, class participation, or exams from the date of termination.
6. The course management of Schrijversacademie reserves the right to make changes to the curriculum.

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

1. If you suffer damage, Schrijversacademie's liability is in all cases limited to compensation for direct damages (liability for indirect damages, such as consequential damages, delay damages, loss of profit, and missed revenue, is therefore excluded). Additionally, the extent of the compensation obligation is limited to the amount you have paid for the academic year in which the event causing the damage occurred. Schrijversacademie's compensation obligation under no circumstances exceeds the amount that Schrijversacademie's insurer actually pays out to Schrijversacademie.
2. Schrijversacademie is in no way liable for damages of any kind resulting from (potential) incorrect or incomplete information/recommendations/advice provided in connection with the course. This includes, but is not limited to, information/recommendations/advice provided by the instructor, course materials, brochures, or any other work resulting from or related to the course.
3. Schrijversacademie is not liable if you do not adhere to the (safety) instructions.
4. Schrijversacademie's liability extends to all individuals for whom Schrijversacademie is responsible (such as persons employed by Schrijversacademie or appointed by Schrijversacademie for the execution of the study agreement).

#### **Article 15 – Shipping Costs**

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

#### **Article 16 – Customer Service and Mentoring Team**

Schrijversacademie strives to prevent errors in your study package and its delivery. Should something still be wrong, please report it within ten days of receiving the package using the attached inspection form. Schrijversacademie will do everything possible to resolve the issue promptly and to your full satisfaction.

#### **Article 17 – Missing and/or Canceling a Session**

The sessions are an essential and interactive part of your program; therefore, attendance is mandatory. Schrijversacademie places great importance on introducing you to your fellow students and attending the sessions. You not only learn from your instructor but also from your fellow students. The following rules apply to missing sessions:

##### **Basic Modules**

Missing the introductory session of the program means that you cannot start in the relevant class. Missing two sessions of the same module means that you have not completed the module. In both cases, you will need to adjourn to a later opportunity, possibly in another location and/or with another instructor. You will need to retake the entire module, including both the introductory and concluding sessions.

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

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

In the case of an emergency or unforeseen event, Schrijversacademie may decide to make an exception and waive cancellation fees or extra charges. However, this is at the discretion of Schrijversacademie. No exceptions will be made for the rule of mandatory attendance at the introductory session of the first module.

### **Specialization Modules**

The two or three modules of the specialization are inextricably linked. Missing the very first session means you must retake the entire specialization at a later time. You can cancel the first specialization module free of charge up to one week before the start. If you cancel later, a fee of €150 will be charged. You will then need to begin the specialization at a later time. In cases of emergency or unforeseen event, Schrijversacademie may decide to make an exception and waive cancellation fees or extra charges. This is at the discretion of Schrijversacademie.

Complaints will be handled according to the complaint procedure published on the Schrijversacademie website.

### **Article 18 – Writing Retreat**

#### **Cancellation**

1. If you wish to cancel your registration, the following rules apply:
  - For cancellations up to 8 weeks before the start date of the retreat, a fixed fee of €175.00 will be charged.
  - For cancellations between four and eight weeks before the start date of the retreat, 20% of the total course fee will be charged.
  - For cancellations between two and four weeks before the start date of the retreat, 50% of the total course fee will be charged.
  - For cancellations less than two weeks before the start date of the retreat, the full amount will be charged.

#### **Retreat Continuation**

1. The retreat will only take place with a minimum of 8 participants. If the retreat does not proceed due to reasons attributed to Schrijversacademie, you will be notified no later than two weeks before the start and will receive a full refund of the registration fee.
2. Schrijversacademie reserves the right to replace the retreat instructor and/or change the location in case of unforeseen circumstances (such as instructor illness or unavailability of the desired location).

### **Article 19 – Personal Data**

1. Schrijversacademie processes all personal data provided in accordance with the GDPR, as further stated in the Schrijversacademie privacy statement.
2. Through "My Schrijversacademie," you can update your personal information. You are responsible for updating your personal information in a timely and accurate manner.
3. Schrijversacademie is not responsible for any consequences resulting from failure to update personal data on time.



## **Article 20 – Suspension**

1. Schrijversacademie has established rules of conduct for using the online learning environment. As a student, you are expected to be familiar with these online rules of conduct, which can be found on the program page in the online learning environment.
2. Schrijversacademie's Board of Directors reserves the right to refuse, suspend, or remove students in special circumstances. This applies to students who engage in fraudulent activities, behave contrary to social norms or online rules of conduct, or exhibit aggressive or violent behavior in communication, whether by phone, online, or in person.

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

1. All intellectual property rights, including copyrights, related to educational materials provided and compiled by Schrijversacademie (excluding commercially available books) belong to Schrijversacademie. No part of these materials may be reproduced and/or made public without the written permission of Schrijversacademie.
2. The student guarantees that any drawings, models, materials, or other works provided by them to Schrijversacademie do not invade or violate the intellectual property rights of third parties.

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

1. The Agreement is governed by Dutch law.
2. If the customer is a consumer, disputes between the Customer and Schrijversacademie regarding the conclusion or execution of the Agreement can be submitted by both the customer and by Schrijversacademie to the Disputes Committee for Private Educational Institutions, Bordewijklaan 46, Postbus 90 600, 2509 LP The Hague ([www.degeschillencommissie.nl](http://www.degeschillencommissie.nl)).
3. The Disputes Committee will only handle a dispute if the customer has first submitted their complaint to Schrijversacademie, and this has not led to a satisfactory solution for both parties.
4. A dispute must be submitted to the Disputes Committee within twelve months of its occurrence.
5. A fee must be paid for the handling of a dispute.
6. When the customer submits a dispute to the Disputes Committee, Schrijversacademie is bound by this choice.
7. If Schrijversacademie wishes to submit a dispute to the Disputes Committee, Schrijversacademie must first ask the customer in writing within five weeks whether they are in agreement. Schrijversacademie must also announce that after the expiration of this period, it is possible to submit the dispute to the regular court.
8. The Disputes Committee issues its decision in accordance with the rules of its applicable regulations. The decision is binding.
9. In cases where formal education is subject to a legally binding dispute resolution procedure, such as customer examination, the provisions of paragraphs 2 through 8 of this article do not apply.

## **Article 23 – Changes to Terms and Conditions**

Unless agreed otherwise in writing, Schrijversacademie may change the enrollment terms and conditions. Schrijversacademie will publish any changes at least two weeks before the starting date on the website. If a change results in a service differing significantly from the original service, you have the right to terminate the study agreement as of the date the amended general enrollment terms take effect.