

Terms and Conditions

We, NuTheorie B.V., offer both online and offline theory courses. Online courses are provided via Software-as-a Service (SaaS), meaning we grant access to an online learning environment. If you have any questions regarding these general terms and conditions or their use, you may contact us via email at info@nutheorie.nl.

Our head office is located at Sir Winston Churchillaan 281, 2288 DA Rijswijk, the Netherlands, registered with the Dutch Chamber of Commerce under number: 68592051.

We reserve the right to modify these general terms and conditions at any time. By accepting these terms, you agree in advance that the most recent version of these conditions shall apply to our contractual relationship.

Article 1 - Definitions

In these general terms and conditions, the following definitions apply:

1.1 NuTheorie: The legal entity entering into a distance agreement with the consumer.

1.2 Consumer/Student: A person aged 15.5 years or older who registers for one of our products or services using a specially developed online system.

1.3 Agreement: The distance agreement between the student and NuTheorie under which NuTheorie provides a theory course and/or access to online/digital learning materials.

1.4 Cooling-Off Period: The period during which the consumer may exercise their right of withdrawal. **1.5 CBR Exam:** The official theory exam administered by the CBR.

1.6 Course Day: The day on which the theory course is provided, potentially followed by a theory exam. **1.7 Cancellation Form:** A standard form the student can use to cancel their registration after enrolling. **1.8 CBR:** The Central Office for Driving Licenses (Centraal Bureau Rijvaardigheidsbewijzen).

1.9 Quotations: Offers regarding the offline and/or online theory courses for car, motorcycle, and moped licenses (categories B, A, and AM) as displayed on NuTheorie's website.

1.10 Day Course: Offline theory courses for car, motorcycle, and moped licenses.

1.11 Online Learning Materials: The online learning environment used to prepare for the day course. **1.12 Online Course:** The online environment for preparation for the CBR theory exam.

1.13 Theory Training: The collective term for both the theory course and the online course. **1.14 General Terms and Conditions:** The present terms that apply to the agreement.

Article 2 – The Agreement

2.1. These general terms and conditions apply to all agreements between Nu Theorie B.V. ("Nu Theorie") and the student, especially agreements relating to theory training for driving license categories B (car), A (motorcycle), and AM (moped/scooter).

2.2. Nu Theorie makes these general terms available before concluding the agreement, both during the online registration process and on the website www.nutheorie.nl, so the student can review them in a timely manner.

2.3. The agreement is concluded when the student registers via Nu Theorie's website and the registration is confirmed electronically, by phone, or by email.

2.4. For proper processing, the student must provide a correct and active email address. Nu Theorie accepts no liability for damage or shortcomings resulting from incorrect email information provided by the student.

2.5. After registration, the student is registered in the CBR system. Unless the student expressly requests deletion or withdraws authorization, the registration remains and will not be removed by Nu Theorie independently.

Article 3 - Payment, Confirmation, and Day Course Reservations

3.1. Upon registration for the day course, the enrollment is activated as soon as the student has made at least a partial payment that grants access to the online learning materials, or once the payment for the CBR exam fee has been completed. After receiving the payment, the student will receive a personal login code for NuTheorie's digital learning environment. The student can then immediately begin preparing for the day course..

3.2. If no CBR exam is available on the student's preferred dates, Nu Theorie reserves the right to book the exam on an alternative date or location reasonably close to the preferred location. The student has the right to move the reservation once, free of charge, if the CBR system allows. Nu Theorie accepts no liability for changes in date or location due to limited CBR availability.

3.3. Upon registration for the day course, the student pays all or part of the course fee, granting access to the materials and enabling Nu Theorie to reserve the CBR exam. Participation in the day course is only final once full payment of the course and CBR exam fees has been made. If the CBR exam fee is unpaid, Nu Theorie reserves the right to deny course participation, even if part of the course fee has been paid. Nu Theorie pays the CBR exam fee in advance and charges the student accordingly.

3.4. If the CBR exam fee is not paid within the specified deadline, Nu Theorie reserves the right to cancel the registration and reschedule the exam at a date, time, and location determined by Nu Theorie.

Article 4 – Payment and Booking of Online Courses

4.1. Registration for an online course is confirmed:

- a) when a partial payment is made for reserving the CBR exam by Nu Theorie; or

- b) upon full payment if the student reserves the CBR exam independently.

4.2. If no CBR exam is available on preferred dates, Nu Theorie may book an alternative date/location near the preference. The student may move the exam once free of charge if the CBR system permits. Nu Theorie is not liable for date/location changes due to CBR availability.

4.3. If the student does not complete full payment after the initial partial payment, Nu Theorie may: - a) withhold access to the online course;
- b) disconnect the reserved CBR exam from the course and cease further support;
- c) reschedule the exam to a date and place set by Nu Theorie to avoid unused exam slots. This rescheduled date is final, and the student loses the right to cancel or reschedule for personal reasons. Services are suspended until full payment is received.

Article 5 – Pricing and Payment

5.1. Offers may be made via the website, phone, or email. Course days, exam days, online course packages, online materials, and locations are listed on the Nu Theorie website.

5.2. If an offer has limited validity, this will be clearly stated.

5.3. Prices shown on the website are non-binding and subject to typographical errors. Prices can be changed unilaterally by Nu Theorie at any time. Once an agreement is made, new prices apply only after the student agrees. If the student does not agree, they may cancel free of charge, except for already reserved and paid exam fees.

5.4. Prices for theory training and online materials include VAT and cover physical courses, instructors, room rental, and/or online access. They exclude official CBR exam fees unless stated otherwise.

Article 6 – Obligations of NuTheorie

6.1. Nu Theorie commits to providing theory training and associated online materials carefully and properly, including qualified instructors, suitable locations, and/or online access.

6.2. All work is performed by competent and qualified personnel.

6.3. After the agreement is made, Nu Theorie grants access to digital materials for a set period. Nu Theorie strives for accuracy but is not liable for any errors or omissions in the materials.

Article 7 – Obligations of the Student

7.1. The student must always comply with these terms; non-compliance can result in denial of access without liability.

7.2. The student is responsible for providing correct data so the CBR exam can be properly requested and must

grant authorization if required.

7.3. The student must attend on time at the designated location and provide valid ID; Nu Theorie is not liable for missed exams due to absence or missing ID.

7.4. Course materials, including online content, are for personal use only and may not be shared or distributed.

7.5. The student must keep account and password confidential and is responsible for all actions under their login.

7.6. The student is responsible for internet and technical infrastructure needed to access online materials.

7.7. The student must comply with all usage terms; violations may lead to temporary blocking without refund. 7.8. Nu Theorie may block accounts used unlawfully without refund.

7.9. The student confirms that course materials are solely for CBR exam preparation; unauthorized use causing damage allows Nu Theorie to claim compensation. Making audio or video recordings is prohibited.

7.10. Violations of 7.9 incur an immediate, non-negotiable penalty of €10,000 per offense, plus additional damages.

Article 8 – Cancellations and Changes

8.1 Cancellations are free until registration is confirmed.

8.2 The right of withdrawal expires once digital materials are delivered or the exam is booked due to the personalized nature of services.

8.3 Day course cancellations after confirmation incur:

- CBR exam fee; plus
- €29,95 for online access.

If cancelled before the exam is booked, only €29,95 is due.

8.3.2 For online courses: if the exam is booked but materials not activated, the fee is:

- CBR exam fee; plus
- €19,95 for booking service.

8.4 The student may reschedule a day course once, at least four days in advance, with NuTheorie's approval and within CBR conditions.

8.4.2 Online course exams may be rescheduled once up to seven days in advance.

8.5 If no new date is agreed, the fee may be applied to a future course.

8.6 No-shows or last-minute cancellations (<4 days) require full payment.

8.7 No changes by the student are allowed within four days of the course.

8.8 If NuTheorie cancels due to illness or unforeseen events, an alternative will be offered.

8.9 The student remains liable for all fees unless NuTheorie agrees otherwise.

8.10 If NuTheorie suspects a no-show, it may terminate the agreement and offer compensation.

8.11 If no specific date is chosen at registration, NuTheorie may assign one at its discretion.

8.12 All cancellations/changes must be submitted via email: info@nutheorie.nl

Article 9 – Force Majeure

9.1 NuTheorie is not obligated to fulfill any duty under the agreement if it is wholly or partly prevented from doing so by circumstances beyond its reasonable control. Force majeure includes, but is not limited to: illness or absence of instructors, government measures, pandemics, technical failures, strikes, fire, flooding, or other external events beyond NuTheorie's influence.

9.2 If at the time force majeure occurs NuTheorie has partially fulfilled its obligations or can still do so, it has the right to invoice separately for that part, provided the fulfilled or remaining part has an independent value.

Article 10 – Liability

10.1 NuTheorie is only liable for direct damage suffered by the student resulting from a attributable failure to perform under the agreement. This liability is at all times limited to the amount paid out by NuTheorie's liability insurance in the specific case.

10.2 NuTheorie is not liable if the student fails the CBR theory exam, regardless of the course type or preparation method followed.

10.3 Under no circumstances is NuTheorie liable for indirect damages, including consequential loss, lost profits, missed savings, business interruption, or other economic losses.

10.4 The student indemnifies NuTheorie against all third-party claims related to the execution of the agreement, unless there is intent or gross negligence on NuTheorie's part. 10.4 The student indemnifies NuTheorie from third party claims unless caused by gross negligence

Article 11 – Governing Law

11.1 All agreements and legal relationships between NuTheorie and the student are governed exclusively by Dutch law.

11.2 Before submitting a dispute to the competent court, the parties will make every effort to resolve the dispute through mutual consultation.

Article 12 – Intellectual Property Rights

12.1 All intellectual property rights related to the content of the online course materials, the one-day theory course and the online course — including, but not limited to, documentation, illustrations, images, videos, texts, questions, layouts, audio clips, modifications, and extensions — are owned by NuTheorie or licensed to it by third parties.

12.2 The student is granted only the usage rights that arise from the agreement or are explicitly granted in writing. Without prior written consent from NuTheorie, it is not permitted to reproduce, copy, distribute, rent, lend, publish, edit, redesign, use in any other way, or make the course materials or any part thereof available to third parties.

Article 13 – Other Provisions

13.1 Deviations from these general terms and conditions are only valid if agreed upon in writing.

13.2 For proper processing and administration, NuTheorie stores the student's personal data in automated systems. These data are used exclusively to execute the agreement. Upon request, NuTheorie will delete the stored data, insofar as legally and administratively possible.

13.3 If any provision in these terms and conditions is found to be null or void, the remaining provisions will remain fully in effect. In such a case, the null or void provision will be replaced by a provision that best aligns with the original intent.

13.4 The student authorizes NuTheorie to store and use their data within the organization, including affiliated companies and partners, for executing the agreement.

13.5 NuTheorie reserves the right to refuse any student without giving reasons.

13.6 The student refrains from any form of communication that could harm the good name or reputation of NuTheorie, whether written, oral, or digital.

13.7 NuTheorie is registered with the Chamber of Commerce under number 68592051 and is legally established at Sir Winston Churchilllaan 281, 2288 DA Rijswijk.

13.8 If a course starts within 14 days after confirmation of enrollment, the student requests immediate delivery of the service and thereby waives the right to cancel the agreement once the course is fully delivered.

13.9 All official communication from NuTheorie takes place exclusively via the website www.nutheorie.nl and the telephone number listed there. Other websites or contact channels are not the responsibility of NuTheorie.