

General conditions for a driving school training

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	Version 11/03/2024
Name and first	name of the trainee

Dear Miss/Ms./Mr.

Enrolment number __/___/2024

Thank you for your enrolment in our driving school. We do our utmost to give you a driving course of high quality. In order to ensure a good cooperation it is necessary that we make this agreement.

Terms and conditions for the driving school

- All our instructors (theoretical and/or practical lessons) have a certificate of professional competence and an official instruction permission. Our instructor
 trainees always have an official permission from the Vlaamse Overheid Departement Mobiliteit en Openbare Werken Afdeling Beleid Mobiliteit en
 Verkeersveiligheid.
- 2. We schedule the same instructor as much as possible for your training. If your unavailability or circumstances beyond one's control make this impossible, we might schedule other instructors as well.
- 3. All lessons and exams start and end at our office or on the practice field of the driving school. This will be communicated at the moment of scheduling your driving lessons.
- 4. One practical lesson takes 2 hours, feedback included. During your driving lesson, the instructor is not allowed to do activities that have nothing to do with your training.
- 5. The driving school has a liability insurance for you.
- 6. The driving school has the right to refuse you the certificate of competence at the end of the minimum training period, if the instructors conclude that you are not able to continue your training on public roads without guidance or supervision. The instructor will give you feedback about this before the penultimate lesson.
- 7. We process your personal data following our Privacyverklaring. You can find this document on www.erasmusrijschool.be.

Terms and conditions for the trainee

- 1. You are responsible for the accuracy of the information provided when enrolling in our driving school.
- 2. Agreeing on a scheduled lesson or practical exam means that you accept these general terms and conditions.
- 3. All the appointments for theoretical and practical lessons have to be made at the office. Appointments cannot be rescheduled or changed in consultation with the instructor(s) only.
- 4. Our instructors work exclusively at the request of erasmusrijschool.be in Leuven.
- 5. Lessons can be cancelled or changed, free of charge, at least 3 (three) working days (Saturday and Sunday not included) in advance. In case of cancellation or rescheduling within 3 (three) working days before the appointment, the driving school has the right to charge 100% of the published price for this lesson in case of absence, whatever the reason of absence might be, and 75% in case of late cancellation. A cancelled lesson or exam is not charged when you have an urgent and valid reason to do so, but this is very exceptional. Valid reasons are: the death of immediate family (up to 2nd grade) and acute illness with medical certificate. We need to receive the original medical certificate at our office within 24h after the cancelled appointment. In case of a late cancellation of an exam, even for an urgent and valid reason, the examination fee at the exam center must be paid, as the driving school has no influence on this fee.
- 6. Cancelling or changing appointments is only possible during the opening hours of our office. This should be done at the office, by phone or by email (to info@erasmusrijschool.be). The opening hours are published at the office and on our website.
- 7. Our instructors are professionals. Please pay attention to the instructions they give you during your driving lessons. Their opinion about your participation in a theoretical and/or practical exam is based on their professional experience and on their evaluation during your training. Please take their advice to heart, it will increase your chance of success on the exam. We strongly recommend you not to participate in an exam before you have achieved all the skills evaluated by the examiners.
- 8. You are only allowed to handle a driving school vehicle when you are supervised by of one of our instructors.
- 9. You are only allowed to take part in practical lessons for moped and/or motorcycle if you are wearing the legally required protective clothing: gloves, a jacket with long sleeves, long pants and boots that protect your ankles. Sport shoes, sandals or open shoes are not allowed. You use your own equipment, though the driving school is not responsible for damage and/or loss of your personal equipment or personal possessions (fe mobiles etc). We have no shoes/ankle boots available.
 - It is forbidden to drive with our mopeds or motorcycles if you do not wear the legally required protective clothing and a fluorescent jacket from the driving school.
- 10. When you cause damage to a driving school vehicle, the vehicle of another road user or when a traffic ticket is given during the driving lesson or the practical exam, the driving school is liable for damages and risks inherent to the training, under the following conditions:
 - a. you do not misbehave on purpose;
 - b. you are not under the influence of alcohol or other substances (including medications and narcotics), which can affect your driving skills at the start of the driving lesson or practical exam.

Practical exam

- 1. Practical exams, supervised by our instructors, can only be scheduled at our office. Appointments cannot be scheduled or rescheduled, in consultation with the instructor(s) only.
- 2. You have to pay the examination fee at the driving school. This examination fee is part of the published driving school rates.
- 3. On the day of your practical exam you have passed the minimum training period required for your provisional driving license.
- 4. On the day of your practical exam you must have a valid certificate of a successful theoretical exam. This certificate is valid for 3 (three) years, from the date on which you passed the theoretical exam. In case of a non-valid certificate for a theoretical exam your practical exam will be postponed by the examiner. The related penalty is for your account.
- 5. A trainee who requires the assistance of an official interpreter during the practical exam, takes care about the appointment with the translator. The cost related to the translator is at the expense of the candidate.

- 6. If your practical exam is postponed due to reasons of your responsibility, you will be charged for all the related costs (including costs for the supervision by the driving school, the penalty of the examination center and the penalty of the interpreter). Possible reasons for postponement: an invalid ID-card, an invalid or damaged driver's license, lack of the prove that you returned an invalid driver's license to the government (annex 4), the lack of a valid proof of a successful theoretical exam (since less than 3 years), late cancellation of the exam (see: 'Terms and conditions for the trainee', item 5)
- 7. Documents to provide for the practical exam:
 - a. For all practical exams: your valid identity card (or: certificate of notification of loss, theft or damage/destruction of an identity card). A passport or a photocopy will not be accepted.
 - b. Category AM:
 - i. the certificate of practical training, provided by the driving school
 - ii. the certificate of a successful theoretical exam, since less than 3 years
 - . Category A1/A2/A:
 - i. the certificate of practical training, provided by the driving school
 - ii. the certificate of a successful theoretical exam, since less than 3 years
 - iii. an exam on the public road only: the valid temporary driver's license, valid since at least 1 month before the exam, or, if you do not own a temporary driver's license, the certificate of practical training, provided by the driving school
 - d. Category B:
 - i. If you have a valid temporary driver's license, valid since at least 5 months before the exam:
 - 1. the certificate of a successful theoretical exam, since less than 3 years
 - 2. from 1/08/2024 for M36 and M12: the candidate has to prove that one of his personal guides completed the 'vormingsmoment' since at least 5 months
 - 3. after every 2 failed practical exams: the certificate of the obligated practical training, provided by the driving school
 - ii. If you do NOT have a valid temporary driver's license:
 - 1. the certificate of a successful theoretical exam, since less than 3 years
 - 2. the certificate of the obligated practical training, provided by the driving school
 - 3. the prove that you returned the invalid driver's license to the government (stageattest / annex 4)
 - e. Category B+E:
 - i. your valid Belgian or European driver's license, valid for category B or similar
 - ii. your valid temporary driver's license, valid since at least 1 month before the practical exam, OR, the certificate of practical training, provided by the driving school, if you do not have a temporary driver's license.

Rates and payments

- 1. The driving school requires a fee for registration and administration costs. This enrolment fee will not be refunded if you stop the training.
- The payment of the enrolment fee and the first 2 (two) hours of the driving course must be completed at the moment of enrolment. If not completed, erasmusrijschool.be has the right to cancel the appointments without consultation.
- 3. The scheduled driving lessons must be paid in advance, or, BEFORE the driving lesson or the exam start.
- 4. Payments are accepted by bank transfer, debit card or cash. We prefer payments by bank transfer.
- 5. All payments made can only be refunded as driving lessons.
- 6. The examination fee (see: 'Practical exams', item 2) is part of the training costs published by the driving school.
- 7. The basic rates applied in our driving school are listed below in euro, including 21% VAT.

Category (amounts in EUR)	AM	A1/A2/A	В	BE	С	CE
Enrollment fee	33,00	33,00	33,00	33,00	33,00	33,00
1 hour of practical training	63,00	87,00	80,00	101,00	121,00	130,00
Guidance practical exam – full exam classic	92,00	241,00	208,00	296,50	367,50	455,00
Guidance practical exam - on private ground classic/competence	na	104,00	na	Na	173,00/405,50	198,00/445,00
Guidance practical training - on the public road classic/competence	na	191,50	na	240,00	296,00/543,00	379,00/570,00

- 8. If you use the subsidy system of KMO-portefeuille, you declare by registration to be an employee of the requesting legal entity.
- 9. Concerning the practical lessons: if the trainee is not behind the driving-wheel when driving on the public road, this time will not be taken into account for the calculation of the number of lessons. ("No other performances than those for which a rate is mentioned in the contract, should be charged." Royal Decree 11/05/2004).
- 1. In case of late payment, the driving school has the right to stop the scheduled training and will send you an invoice for the amount due. In case of late payment of invoices, on the one hand statutory late payment interest will be owed in accordance with the interest rate applicable to payment arrears in commercial transactions ('Wet Betalingsachterstand Handelstransacties dd 2/08/2002'), while on the other hand the following compensation clauses, in accordance with 'Wet dd. 4.5.2023 houdende invoeging van boek XIX ('schulden van de consument)' into the Code of Economic Law, will apply:
 - a. debt =<150,00 EUR maximum compensation clause: 20,00 EUR
 - b. debt between 150,01 EUR and 500,00 EUR maximum compensation clause: 30,00 EUR + 10% on the amount between 150,01 and 500,00 EUR
 - c. debt > 500,00 EUR maximum compensation clause: 65,00 EUR + 5% on the amount between 500,01 and 2000,00 EUR.

Quality control - mediation

- Our instructors are professionals. If something goes wrong during your training at the driving school, please contact the office as soon as possible for a suitable solution.
- 2. At the end of your training you will get a questionnaire on the training by e-mail. We ask you kindly to take some time and complete this evaluation form.
- 3. In the case of disagreement on your training, please contact the director of driving school Erasmus Leuven, Jürgen Ruelle, by email: jurgen@erasmusrijschool.be.

Drawn up in duplicate in Leuven/Aarschot/Diest, on//2	2024. Read, approved and understood
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Name and signature trainee

Name and signature for driving school Erasmus (commissioned) Jürgen Ruelle