

# FBSB



**Terms and Conditions**  
**Fibonacci Studiebegeleiding**



# Welcome to FBSB

We refer to these terms and conditions in all of our services. It is therefore strongly recommended to run through its contents in order to prevent yourself from eventual misunderstandings.

Questions and/or remarks regarding these terms and condition are very welcome and can be sent to [info@fbsb.nl](mailto:info@fbsb.nl), or can be communicated to us via the district manager of the concerning location.

*Stan Thijssen*  
*Co-Founder and CEO*

## Article 1 Definitions

- **The Entrepreneur:** the partnership Fibonacci Studiebegeleiding, from now on abbreviated as FBSB, or any natural person representing FBSB. The Entrepreneur offers the Service and is responsible for the correct execution of it by a Personal Tutor.
- **The Consumer:** natural person giving Entrepreneur the order to provide the Service. Consumer shall be held liable for the all the payments arising from the agreement either by itself or by existence of any other natural person jointly and severally liable for this payment.
- **Personal Tutor:** natural person carrying out the Service commissioned by the Entrepreneur.
- **Service:** overarching term for all forms of accompaniment as described on [www.fbsb.nl](http://www.fbsb.nl) being offered by the Entrepreneur, including all corresponding proceedings and (administrative) proceedings arising therefrom.
- **Agreement:** mutual obligation concerning the execution and compensation of the Services. The Agreement is established by checking the box to agree the terms and conditions on the SEPA-form signed by the Consumer.

## Article 2 Applicability

These terms and conditions are applicable on every establishment and **execution** of Agreements between the Entrepreneur and the Consumer. The Entrepreneur does not lose the right to desire strict compliance of determinations in any other cases whenever it does not always desire strict compliance of these conditions.

## Article 3 The supply

1. An actual overview of the supply of all Services can be found on [www.fbsb.nl](http://www.fbsb.nl). The Entrepreneur reserves the right to modify this supply without any further announcement.
2. The supply at least includes
  - a. description of the contents of Service;
  - b. actual corresponding tariffs;
  - c. the payment method and term;
  - d. eventual corresponding expiration dates
  - e. the period of reflection as referred to in Article 5.
3. The description of the supply should be sufficient for the Consumer to be able to **assess** the Entrepreneurs range of services.

## Article 4 The Agreement

1. The Agreement establishes by signing the document “SEPA-form Fibonacci Studiebegeleiding” together with checking the box in front of “I agree with the Terms & Conditions” by the Consumer.
2. The Agreement is strictly personal, valid indefinitely and solely obligates the Consumer to pay whenever certain Services are purchased **according to the Agreement**.
3. The Entrepreneur will will **execute** the Agreement to the best of its knowledge and ability.

### **Article 5 Period of reflection**

The Agreement is revocable indefinitely as long as the Agreement did not establish execution of any service yet.

### **Article 6 Price and price changes**

Actual prices can be found on [www.fbsb.nl](http://www.fbsb.nl) under "Tariffs". Price changes occur without any further announcement as the Consumer is never obligated to purchase a Service at this modified price.

### **Article 7 Obligations of the Entrepreneur**

1. The Entrepreneur is obligated to guarantee the quality of the Services as described on [www.fbsb.nl](http://www.fbsb.nl).
2. Entrepreneur is obligated to organise replacement of the Personal Tutor in case of case of cancelling within 24 hours before commencement except cases of force majeure.
3. The Entrepreneur is obligated to satisfy the demand of Services of the Consumer whenever this demand is practically real except in case of force majeure.
4. A Personal Tutor at least possesses a certificate on VWO level with a grade of at least 7,0 for the course Wiskunde B and is (was) studying Econometrics and Operations Research and/or Actuarial Science. The Personal Tutor, in addition, verifiably has experience in tutoring.
5. The Entrepreneur shows initiative to find a suitable location.

### **Article 8 Obligations of the Consumer**

1. The Consumer is responsible for timely delivery of the information required to well perform the Service.
2. The Consumer is responsible for finding a suitable location for execution of the Service.
3. The Consumer is obligated to cancel/modify any Service more than 24 hours before commencement of the Service, in order to prevent this Service of being fully charged.
4. The Consumer is obligated to pass on modifications in earlier given details to the Entrepreneur.

### **Article 9 Retention of title and intellectual property**

The Entrepreneur reserves the rights and competences being due to him on the basis of the Copyright law and other intellectual laws and regulations.

### **Article 10 Payment**

1. The Consumer receives an invoice with the total amount resulting from the purchased invoices during a month as well as an overview with the number of purchased hours per Service at the beginning of next month. The totals of this included overview can be verified by the Consumer using the administration in Mijn FBSB.

2. Invoiced amounts arising from the Agreement always have a payment term of 15 days and will be collected automatically after the invoice date.

3. The consumer is legally in default in case of non-timely payment. At first the Consumer will be reminded gratuitously. Whenever the payment does not come forth even after the reminder, the Consumer will be reminded **for** the invoice amount, raised with an administration fee.

4. The Entrepreneur will place Consumers account in the hands of a collection agency in case the new due date as communicated in the reminder will be exceeded. All costs of this process will be for Consumers account.

5. The Entrepreneur is **allowed** to undertake legal measures whenever Consumer does not fulfil its payment obligation.

#### Article 11 Responsibility

1. The Entrepreneur is responsible for damage caused by an attributable shortcoming in compliance of its obligations from the Agreement and vice versa. This eventual responsibility limits to the maximal amount paid for the Service.

2. The Entrepreneur is not responsible for any disappointing study performance of the Consumer.

#### Article 12 Privacy

1. At conclusion of the Agreement, the Consumer agrees with at least its name, address, e-mailaddress, phone number, personal data and bank account details **being/to be processed** and stored in Mijn FBSB. These personal data will be processed on fairly and carefully, in accordance with the **Personal Data Protection ACT** and the General Data Protection Regulation. The Entrepreneur refers to its [Privacy Statement](#) for further information.

2. Any details provided for execution of Entrepreneurs Services will not be provided or passed on in any way to third parties.

3. Whenever the Consumer **allows** a third - e.g. a parent or an accompanist of the educational institution - to have **access to** the study details within Mijn FBSB, the third gets insight to the following details: name, address, e-mailaddress, phone number, personal details online study dossier and data of eventual other thirds in this dossier.

4. In addition to **paragraph 2.1**, the Entrepreneur **notes** that appropriate technical and organisational measures will be taken in order to protect personal data of the counterparty processed from loss or any other form of unlawful processing, taking into account the current state of technique and the nature of processing.

### **Article 13 Complaints**

1. The Consumer has the opportunity to submit and eventual complaint via [feedback@fbsb.nl](mailto:feedback@fbsb.nl) or via the district manager of the concerning location.
2. The Entrepreneur answers complaints submitted to him by the Consumer as soon as possible - yet no later than a week - counted from the date of receipt. The Entrepreneur will immediately answer with a notification of receipt and an indication of the expected term on which Consumer can expect a more comprehensive response whenever a complaint demands longer processing time which is to be expected.

### **Article 14 Applicable law and disputes**

1. All Agreements to which these terms and conditions have been declared applicable shall be subject to Dutch law, unless mandatory legal rules determine different.

### **Article 15 Location and amendment of terms and conditions**

1. The last deposited version of these terms and conditions c.q. the versio as this applied at the time of execution of the Agreement is always the applicable version.
2. The Dutch version of the terms and conditions shall always prevail for their interpretation.

# Fibonacci Studiebegeleiding