PROVISIONS OF THE
PRACTICAL TRAINING
AGREEMENT OF THE
VOCATIONAL EDUCATIONAL

HKS

AERES
MBO
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**Enclosure**

Enclosure 1 Notes on insurances during practical training
The Adult and Vocational Education Act (WEB) applies to pupils who enrol at an institution for senior secondary vocational education (MBO) from August 1997 onwards. This Act provides, among other things, that the practical vocational training that takes place in the context of a course within the vocational support learning pathway must account for not less than 20% and not more than 60% of the course duration and that a practical training agreement must be drawn up for each participant in the practical training. Such an agreement regulates a number of matters concerning the practical training. The agreement must be signed by the participant (and, if the participant is a minor, by his statutory representative), the organisation providing the practical training and the educational institution concerned.

The practical training agreement as intended in section 7.2.8 of the WEB describes the rights and obligations of the relevant parties and consists of a signed part (the front page of the practical training agreement), the provisions of the agreement, an addendum with relevant articles from the education agreement and an annex to the agreement. The matters relating specifically to the participant and the organisation providing the practical training are specified in the part of the agreement that is signed. The more general matters are contained in the Provisions of the Practical Training Agreement.

**Article 1  Content and structure of the practical training agreement**

1 Practical training is part of every vocational educational pathway as intended in the Adult and Vocational Education Act (WEB). The practical training takes place at a work placement company approved by the Cooperation Organisation for Vocational Education, Training and the Labour Market (SBB) on the basis of a practical training agreement. The practical training agreement contains arrangements about the practical training in order that the participant is enabled to gain the knowledge and experience required for the qualification and/or the optional component. The activities that are performed by the participant within the framework of the practical training agreement have a learning function.

2 Guiding principles of the practical training are the education and training objectives outlined in the education and examination regulations (EER). The practical training is based on a substantive plan for the practical training that is included in the relevant practical training handbook.

3 Effective from the 2016-2017 cohort optional components are part of the training curriculums based on the revised qualification dossiers. The participation in optional components and the conclusion with an examination is a compulsory part of the training. At the start or during the training the participant selects optional components. This is established in the education agreement. The participant may select optional components that are (partly) completed in the practical training. As the occasion arises this is registered on the front page of the practical training agreement. Multiple optional components can be followed at one work placement company, whether or not supplemental to the current practical training agreement.
Article 2  Interim changes

1 The practical training agreement and, more in particular, the BPV data as included on the front page of the practical training agreement can be changed or supplemented during the BPV period with written or verbal consent of the parties.

2 If the change of the BPV data originates from a change in the curriculum of the participant then this must be preceded by a request of the participant for change of the curriculum and adjustment of the front page of the practical training agreement.

3 The BPV data regarding the training within the framework of which the BPV is followed can only be changed at the request of the participant. This request can be preceded by a meeting or recommendation of the institution or the work placement company.

4 The BPV data regarding the start and planned end date, the duration and the scope of the BPV can also be changed at the request of the work placement company. This kind of request is honoured by the institution after consultation with and consent of the participant.

5 In case of an interim change of the BPV data the front page of the agreement is replaced by a new front page during the term of the BPV.

6 The institution sends the new front page of the BPV agreement (in hard copy or digitally) to the participant (and in case of minority also to his / her parent(s) or legal representative(s) if agreed accordingly upon signature of the education agreement) and to the work placement company as soon as possible.

7 The participant (and in the case of minority also his / her parent(s) or legal representative(s) if agreed accordingly upon signature of the education agreement) and the work placement company are given the opportunity to inform the institution verbally or in writing within 10 working days after the despatch of the new BPV front page if the content of the new BPV front page is not correct (i.e. not in accordance with the request or the consent of the non-requesting party).

8 If the participant (and in the case of minority also his / her parent(s) or legal representative(s) if agreed accordingly upon signature of the education agreement) or the work placement company indicates that the adjusted BPV data were not included correctly then the institution shall proceed with correction of the relevant BPV data.

9 If the participant (and in the case of minority also his / her parent(s) or legal representative(s) if agreed accordingly upon signature of the education agreement) or the work placement company lodges objections directed against the fact that the BPV data were adjusted without being based on a prior request or prior consent the institution shall proceed with the removal of the new front page. As the occasion arises the participant shall continue the BPV at the work placement company as outlined on the last BPV front page approved by the parties until consent is yet obtained from both parties.

10 If the participant (and in the case of minority also his / her parent(s) or legal representative(s) if agreed accordingly upon signature of the education agreement) and/or the work placement company do not react within the time limit as intended in article 2.7 then the new BPV front page replaces the previous BPV front page and thus becomes part of the practical training agreement.

Article 3  End of the agreement

This agreement ends:

a. upon termination of the education agreement between the participant and the institution (see Article 33 of the education agreement);

b. upon expiry of the period during which this practical training agreement is applicable;

c. by mutual consent between the educational institution, the participant and the organisation providing the practical training, after this has been confirmed in writing by the parties;
d. if the participant, despite express warning, does not observe the rules of conduct of this agreement, after this has been confirmed in writing by the organisation providing the practical training and/or the educational institution;
e. if the participant, the organisation providing the practical training, the educational institution and/or SBB (Cooperation Organisation for Vocational Education, Training and the Labour Market) consider it necessary to terminate this agreement on account of good grounds and it can within reason not be expected to allow the agreement to continue.

Article 4 Alternative place for practical training
If the educational institution and SBB ascertain, after the conclusion of this practical training agreement, that the place for the practical training is not available or not fully available, that the instruction is inadequate or non-existent or that the organisation providing the practical training is no longer favourably assessed (as referred to in Article 7.2.10 of the Adult and Vocational Education Act) or that there are other circumstances that mean that the practical training cannot take place properly, the educational institution and SBB shall arrange for adequate alternative provision to be made available.

Article 5 Assessment
1 The educational institution has final responsibility for assessing whether the participant has achieved the attainment targets relevant to the practical vocational training.
2 In arriving at its assessment the educational institution shall take into account the opinion of the organisation providing the relevant practical training.
3 The assessment of the practical vocational training shall be made by reference to practical reports, assessment reports, activity lists and practical assignment forms and shall be carried out by the practical training teacher and/or the practical training mentor.

Article 6 Liability
1 The practical training organisation owes a duty of care to its employees. It is in principle liable if the participant suffers damage as a consequence of a violation of this duty of care.
2 The educational institution accepts no liability for injury or damage which the participant may suffer during or in connection with his/her presence in the organisation providing the practical training or during the implementation of practical activities, except in so far as this injury or damage is a consequence of intent or errors of the educational institution or its employees.
3 The educational institution is responsible for taking out secondary insurance to cover the risk of third-party liability for the participant. It is also hereby provided that any claim for damage caused by the participant should be notified first of all under the insurance policy/policies taken out by the training business, with the business bearing the excess under its own insurance.

Article 7 Sexual harassment, discrimination, aggression and violence
1 The organisation providing the practical training shall take measures designed to protect the physical and mental integrity of the participant and to prevent or combat forms of sexual harassment, discrimination, aggression and violence.
2 If a participant is confronted in the organisation providing the practical training with sexual harassment, discrimination, aggression or violence:
   - he/she shall be entitled to terminate the activities immediately without this being a reason for a poor assessment;
- he/she should report the incident directly during a break in the work to the practical training teacher and/or the confidential counsellor of the educational institution.

**Article 8 Duty of secrecy**

The participant is obliged to keep secret everything which him/her is told confidentially or which has come to his/her attention as secret or which he/she should reasonably understand to be confidential.

**Article 9 Absence**

1 If the participant is absent during the practical vocational training, the provisions of Articles 15-17 of the education agreement shall apply in this respect. These relate to the absence of the participant and checks on such absence. These provisions have been added as an annex to this practical training agreement.

2 The participant shall also be obliged to inform the practical training mentor immediately in the event of absence and on his/her return from absence, in accordance with the rules of the organisation providing practical training.

**Article 10 New agreement**

If the participant has not completed the practical vocational training within the prescribed period (as stated on the signed part of this agreement) the educational institution, the participant and the organisation providing the practical training may agree a new course. An education agreement shall be entered into anew for this purpose.

**Article 11 Problems and conflicts during practical vocational training**

1 If problems or conflicts arise during the practical vocational training, the participant shall discuss them with the practical training mentor and/or the practical training teacher. They shall endeavour to reach a solution in consultation together.

2 If the participant considers that the problem or conflict has not been resolved to his/her satisfaction, he/she may apply to the educational institution, whether or not in consultation with the practical training mentor and/or the practical training teacher. Article 41 of the education agreement is applicable in such a case. This provision from the education agreement is attached as an annex to the practical training agreement.

**Article 12 Recognition (SBB)**

The conditions for recognition as intended in article 5 of the SBB Regulations Recognition Work Placement Companies are applicable. These conditions are provided below.

The company or organisation is deemed:

1 to offer a good work placement location and activities that pertain to the work processes of the profession for which the training participant is trained. A relevant work placement location in socially safe conditions is available to each and every training participant (moreover, a work placement location that complies with the statutory requirements regarding safety is also a condition for recognition by SBB);

2 to offer sufficient and expert supervision aimed at the training participant. The work placement company designates and facilitates an expert practical trainer. In this respect the profile for the practical trainer is used as a standard (see schedule 1 to the SBB Regulations Recognition Work Placement Companies);
3 to be willing to cooperate with the educational institution and SBB and to this end provide the necessary information;
4 to agree with the indication of the company details in the public register of work placement companies.

Sectoral additions for recognition with regard to sufficient and expert supervision for the Food, Green and Hospitality sector (article 5 paragraph 2):
1. the practical trainer can demonstrate his expertise on the basis of a diploma / certificate or experience;

**Article 13 Final provision**
Matters not covered by this agreement shall be decided by the educational institution and the organisation providing the practical training, after consultation with the participant. If the matter in question comes within the responsibility of SBB, SBB shall be involved in making the decision.
This annex contains a number of articles from the education agreement of Stichting Aeres Groep, the Aeres MBO (intermediate vocational education) section, to which reference is made in the practical agreement. The articles in question are Articles 13, 15-17, 33 and 41. They are listed below.

**Article 13 Costs of course**

1. The participant is bound by the statutory tuition and/or course fees, or the school fees (based on tailor-made agreements) for an OVO (Further Education Orientation) course, details of which will be communicated to the student before the start of the course. These costs will be at the participant’s expense;

2. Other costs, such as books, a laptop, learning materials, photocopying, insurance, the use of computers and the media library, material costs, the use (rental) of a laptop and/or work clothing, introduction camp, excursion(s), celebrations, projects, rental of/deposit for locker/safe, school pass, PTC+ or IPC travel and accommodation expenses etc., as included in the study guide, will also be at the participant’s expense. The registration will not be subject to these other costs. Not paying either some or all of the other costs will result in the school not having to provide these services. However, this will not release participants from their obligation to attend all educational activities and to have the required learning resources and materials at their disposal during the applicable educational activities.

The other costs referred to will be charged via an order form which needs to be signed and handed in by the participant or by his/her legal representative.

3. If the course is terminated early (Article 33 paragraph b – g and paragraph i), the participant shall be obliged to pay the costs referred to in Article 13.1 and, if ordered, Article 13.2.

4. Refund of tuition fees for the relevant school year divided in twelve parts for every remaining full month up to the 1st of August can only occur on request of the person responsible for paying the tuition if the enrolment has been cancelled before the 1st of May of the school year in connection with:

   a. Having successfully concluded the course. In this respect the actual end date of the course is the diploma date and that is the date when the decentralised examination board establishes the diploma eligibility of the participant;

   b. The enrolment for a course as described in article 15, first paragraph of the implementing order tuition and course fee act 2000 and provided the enrolment occurs in the relevant school year.

   c. Death or serious illness of the student, or

   d. Extraordinary family circumstances to be determined by departmental settling.

5. Refunding a course fee can occur if the registration is cancelled due to successfully having concluded the education. The course fee for the relevant course year will be refunded on request of the person responsible for the course fee, by one-tenth part for every remaining month of the course year for which the student will no longer be enrolled. The final two months of the course year are not included in this calculation.
Furthermore the course fee for the relevant course year will be fully or partially refunded on request of the person responsible for paying the tuition by one twelfth part for every remaining full month of the school year in which the student is no longer enrolled, if the enrolment is cancelled:
   a. Prior to the first day on which the lessons of the course commence,
   b. In connection with the enrolment at a day school, provided the enrolment occurs in the relevant course year,
   c. Due to death or serious illness of the student, to be assessed by the competent authorities, or
d. Due to extraordinary family circumstances to be determined by departmental settling.
6 The school fees (OVO) will not be refunded.

**Article 15    Absence of participant on account of sickness**
1 If the participant is unable to take part in course activities on account of sickness, he/she should report this as quickly as possible, but no later than 9 a.m. on the day of the sickness, to the person designated for this purpose at the institution.
2 If a participant repeatedly reports sick or is sick for a long period the institution may require the participant to submit a doctor’s certificate confirming that he/she is unable to attend on account of sickness.
3 If a participant repeatedly reports sick or is sick for a long period the institution and the participant may agree a catch-up programme on the basis of joint consultation and a joint effort.

**Article 16    Absence of participant other than on account of sickness**
1 If the participant is prevented from taking part in a scheduled course activity other than on account of sickness, he/she should request the head of the institution or a person designated by the head for this purpose for leave, specifying the reasons, no later than two working days before the course activity concerned.
2 The leave shall be granted only if the participant cannot reasonably be required to be present in view of the reasons given.
3 The participant who is a member of the Central Participants’ Council is given the opportunity by the organisation providing the practical training to attend the meetings of the Central Participants’ Council. The incidental attendance of the Central Participants’ Council by the participant is coordinated with the organisation providing the practical training.

**Article 17    Check on (protracted) absence**
1 If the participant comes within the scope of the Student Finance Act (Wet op de studiefinanciering) and has not taken part in the course for at least five weeks, the institution shall determine whether the participant had a valid reason. The institution is obliged to keep a record of this and to report it to the Information Management Group in accordance with the conditions referred to in Article 8.1.7 of the Adult and Vocational Education Act (WEB).
2 If a participant in relation to whom the Compulsory Education Act is applicable has failed to attend a lesson or practical period without a valid reason for more than 16 hours during a four-week period then the institution shall report the said absence via the digital desk of the Education Executive Agency (DUO). The school attendance officer or RMC functionary then picks up the notification.

**Article 33    End of agreement**
This agreement, and hence the registration of the participant, shall end:
   a. on the expiry of the period to which this agreement applies;
b. because the participant has completed the course by obtaining a diploma of the institution;
c. if the participant has clearly left the institution of his/her own initiative within the period to which this agreement relates after failing to respond to a repeated written summons by the institution; the termination of the agreement in this way shall not affect the obligation of the participant to pay the costs referred to in Article 13 in full;
d. upon the expulsion of the participant from the institution; the termination of the agreement in this way shall not affect the obligation of the participant to pay the costs referred to in Article 13 in full;
e. by mutual agreement of the participant and the institution after mutual written confirmation;
f. upon the death of the participant;
g. if the provisions of Article 14, paragraph 2, are applicable;
h. if the institution is no longer able to offer the education owing to demonstrable force majeure;
i. in the case referred to in Article 8.1.1, paragraph 1a of the Adult and Vocational Education Act (where the participant does not have Dutch nationality) by immediate termination.
j. in so far as it concerns the vocational guidance pathway, if the fully signed practical training agreement has not been received by the institution before 31 December of the year of enrolment; the termination of the education agreement in this way is without prejudice to the obligation of the participant to pay the costs as referred to in Article 13 in full.

Article 41 Final provision
1 Matters not covered by this agreement shall be decided by the institution after consultation with the participant.
2 Disputes resulting from this agreement shall be referred to the competent court.
3 This agreement shall be governed exclusively by the law of the Netherlands.
### Definitions in the agreement

The following terms have the following meanings in the education agreement.

<table>
<thead>
<tr>
<th>Term</th>
<th>Meaning</th>
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<tr>
<td>BBL:</td>
<td>vocational guidance pathway;</td>
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<td>BOL:</td>
<td>vocational educational pathway;</td>
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<tr>
<td>Executive Board:</td>
<td>the board which has control over the educational institution, subject to the delegated responsibility of the competent authority;</td>
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<td>Appeal Committee:</td>
<td>this committee that hears appeals lodged by a participant;</td>
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<tr>
<td>participant:</td>
<td>each pupil who is enrolled for a course;</td>
</tr>
<tr>
<td>teachers:</td>
<td>members of staff having an educational task;</td>
</tr>
<tr>
<td>site management:</td>
<td>the site head and his deputy;</td>
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<tr>
<td>site rules:</td>
<td>rules governing the rights and obligations of the persons and bodies that form part of the Agricultural Training Centre;</td>
</tr>
<tr>
<td>minor participant:</td>
<td>a participant who has not reached the age of 18 years at the moment when the education agreement is signed;</td>
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<td>inspector:</td>
<td>the inspector of agricultural education;</td>
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<tr>
<td>the institution:</td>
<td>Stichting Aeres Groep, the Aeres MBO (intermediate vocational education) section;</td>
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<td>parents:</td>
<td>the parents or guardians of the participant or the person in whose care the participant has been placed;</td>
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<td>OVO:</td>
<td>Further Education Orientation – Third Pathway</td>
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<tr>
<td>OOK:</td>
<td>Onderwijsovereenkomst – Education agreement</td>
</tr>
<tr>
<td>members of staff:</td>
<td>the personnel attached to the institution;</td>
</tr>
<tr>
<td>secondary cover:</td>
<td>A claim shall first be filed pursuant to the insurance taken out by the work placement company (primary cover) before a claim can be filed based on an insurance providing secondary cover. The insurance providing primary cover shall always take precedence over the insurance providing secondary cover;</td>
</tr>
<tr>
<td>SBB:</td>
<td>the Foundation Cooperation Organisation for Vocational Education, Training and the Labour Market;</td>
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<tr>
<td>WEB:</td>
<td>Adult and Vocational Education Act.</td>
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</tbody>
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The Aeres Groep has taken out a collective accident insurance, liability insurance and an internship insurance policy. Together these insurance policies represent the cover for damage which students suffer and/or cause during the time that they are under the supervision of the school and its staff. The amounts shown below are based on the amounts in the “Information regarding internship insurance policies, Aeres Group” document, version 2.7, February 2017. These amounts may change during the course of the academic year.

**Group accident insurance**
This concerns a secondary insurance policy, which will become applicable in the following situations:
1. Accidents whilst travelling from and to school, including the time spent at school,
2. Excursions organised by the school under the supervision of teaching staff,
3. Work experience placements in the Netherlands and/or abroad,
4. A teacher’s journey and stay abroad whilst visiting a pupil/student during his/her work experience placement abroad.

**Insured amounts under the group accident insurance**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
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<tbody>
<tr>
<td>In the case of death</td>
<td>10,000 euros</td>
</tr>
<tr>
<td>In the case of permanent disability</td>
<td>100,000 euros</td>
</tr>
<tr>
<td>Medical expenses</td>
<td>2,500 euros</td>
</tr>
<tr>
<td>Dental expenses</td>
<td>2,500 euros</td>
</tr>
</tbody>
</table>

The aforementioned amounts refer to the maximum damage benefit.

Accident insurance policies will never pay out the actual damage suffered, but an amount based on the Glidertax included in the policy conditions. The Glidertax provides exact information regarding which percentage of the insured sum which will paid out for which injuries. This payment has no relation to the actual damage suffered.

**Liability insurance for the benefit of the Aeres Group.**
Liability insurance (damage to third parties) for students has been taken out via the school, which is valid during school hours and school activities (and which includes work placements for lower secondary professional education students, BOL learning track and full-time students).

**Explanation:**
The liability insurance for schools provides a compensation for damage inflicted to third parties within Europe. Maximum amounts covered are:
- € 2,500,000.00 Per event
- € 5,000,000.00 Per year

**Liability cover during work placement in the Netherlands:**
The liability during work placements is also insured as part of this policy. If a student on work placement causes damage at the trainee post, the damage needs to be claimed on the insurance of the company offering the work placement. The law states that a student on work placement is considered an employee. Therefore, the employer is responsible for his/her actions and behaviour. The company offering the work placement needs to take out insurance against the financial risk of legal liability for damage caused by him/her or his/her employees/students on work placement.
It is possible that certain items belonging to the employer are not insured. In this case it is possible to claim this damage (secondary) with the liability insurance of the AERES Group.
Covered is damage up to a maximum of € 25,000.00, co-insured is the risk of damage to items, other than (motor) vehicles or vessels, that belong to/are under management of the company offering the work placement. The excess per claim amounts to € 1,000.00. Trainees who drive a tractor at the premises of the work placement company without a valid tractor driving licence are subject to an excess of € 1,000.00.

**Please note:** Damage to or with (motor) vehicles (including at the address of the work placement) are excluded. In these cases insurance needs to be taken out specifically for that (motor) vehicle (for example a third-party car insurance). An exception is made for work placements as part of the education motor vehicle technique and agricultural and horticultural work placements. In these cases damage to, by or with motor vehicles is insured but only and exclusively when the use of the car is part of the work placement assignment. Going food shopping with a company car is not included for example.

A signed work experience placement contract must be available at the school in order for a claim to be made on the internship insurance.

The insurance policies will only apply to the hours worked during the work experience placement or during the hours when lessons were followed, as well as the travelling from and to school/the work experience location. These insurance policies will not apply outside of these times. The school therefore strongly recommends for its students to take out their own liability insurance too.

**BBL learning track students and dual education:**
The activities carried out by these students at the company are not covered by our insurance. The insurance does not consider these activities a work placement but labour. Therefore the employer or the student him/herself needs to take out a liability insurance.

**Work placements abroad:**
Work placements abroad are also insured pursuant to the liability insurance, with the exception of the USA and Canada. An IPS (International Passport for Students) insurance needs to be taken out for foreign work placements. http://www.studentsinsured.com/ips/ This allows for the insurance of claims that are not or not entirely covered by the existing insurances. An alternative to the IPS insurance is AON’s ICS insurance. The student will first need to check his or her own insurance policies and subsequently choose the most appropriate supplementary insurance. **This is virtually always required!!** Please pay particular attention to: the terms and conditions, the cover, the level of this cover, the duration of the international cover and the premiums.

The Aeres Group always strives for all information in this document to be up to date and correct. However, any inaccuracies and incompleteness of the information provided may still occur. The Aeres Group will not accept any liability for any incompleteness or inaccuracies applicable to the information provided in this document. The policy and the associated conditions will always be leading.

**Notification of claim**
- The practical training provider should notify a claim for damage to his own insurer AVB, which then processes the claim.
- The trainee completes the claim form.
- The claim forms are completed and signed by all parties (apprentice, practical training provider and coordinator).
- The central service of the Aeres Group notifies the claim to its own insurer.
- In the absence of the practical training coordinator, the central service of the Aeres Group (Ms E. Haandrikman-Jansen, +3188-70005347 and in her absence Mr V. Bartels +3188-70006394) can be contacted directly.
- In the event of injury or damage, it is important to give notice of the claim as soon as possible.
- See Aerport: http://aerport.aeres.nl/organisatie/bestuursbureau/instelling/Financien-Controle/Paginas/Verzekeringen.aspx