Privacy Policy

English translation | Source version 2026.08.11-FS1 | 11 August 2026

English translation — Dutch original takes precedence. This document is an English translation of the original Dutch version 2026.08.11-FS1 (11 August 2026). If the versions differ, the Dutch text prevails to the extent permitted by applicable law. Mandatory consumer rights remain unaffected.

Autorijschool Succes op Weg

Read how Autorijschool Succes op Weg processes personal data, what choices you have, and what privacy rights apply.

1. Who is responsible for your personal data?

Autorijschool Succes op Weg is the data controller for personal data processed for its own driving school activities.

Trading name: Autorijschool Succes op Weg

Chamber of Commerce (KvK) number: 51761351

Address: Nijlkrokodil 17, 1704 VL Heerhugowaard, Netherlands

Email: info@succesopweg.nl

Website: https://www.succesopweg.nl/

For privacy questions or to exercise privacy rights, contact info@succesopweg.nl.

2. Which personal data do we process?

Depending on the services you use, we may process the following data:

- Name, address, town/city of residence and contact details.
- Date of birth and information needed to determine whether parental or legal representative consent or agreement is required.
- Student and account details, and scheduling information.
- CBR candidate details, authorisation status and information needed to book tests or examinations.
- Lesson information, attendance, progress, lesson goals, feedback and training advice.
- Invoice, payment and administrative data.

- Correspondence, WhatsApp/email contact and complaint information, insofar as those channels are used.
- Technical account and security information needed for secure access to digital services.
- Video and audio recordings if the relevant optional media feature has been activated or separate consent has been given.
- Information needed to handle a dispute, claim for damages or statutory obligation.

We do not collect data that is not reasonably necessary for an identified purpose. For example, we do not request a complete medical record where limited information is sufficient to assess a specific training or cancellation matter.

3. For what purposes and on what legal basis do we use personal data?

3.1 Registration, agreements and driving tuition

We process data to:

- Deal with an enquiry or registration.
- Create a student account.
- Schedule and provide driving lessons.
- Record driving tuition progress.
- Communicate with you about your training.
- Manage your training advice and lesson schedule.

Legal basis: Taking steps before entering into, and performance of, an agreement, insofar as the processing is necessary for those purposes.

3.2 CBR tests and examinations

We process necessary candidate information to apply for, manage and coordinate tests and examinations with you, following any required authorisation.

Legal basis: Performance of the agreement and, where applicable, compliance with statutory obligations or requirements imposed by CBR. Separate CBR authorisation continues to apply where required by CBR.

3.3 Invoicing, payment and accounting

We process information for invoices, payments, financial administration and statutory tax retention obligations.

Legal basis: Performance of the agreement and compliance with a legal obligation.

3.4 Security, prevention of abuse and legal position

We may process necessary information to secure systems, prevent abuse, deal with complaints, and establish, substantiate or defend legal claims.

Legal basis: Legitimate interests or a legal obligation, depending on the circumstances. When relying on legitimate interests, we balance our interests against your rights and interests.

3.5 Personal lesson recordings and media/timeline feature

If we offer this optional feature, you may voluntarily activate a personal media/timeline feature through which video and/or audio recordings of lessons are processed, for example for playback, recording-based feedback, lesson analysis or additional personal insights.

This feature is not necessary for ordinary driving tuition. Without activation, normal driving tuition remains available; only components that technically depend on the relevant media may be unavailable.

Legal basis: Performance of the separate optional service requested by you, insofar as processing is objectively necessary to provide it. Separate consent is requested for any additional processing requiring consent.

Activating this personal feature **does not constitute consent** to website publication, social media, commercial campaigns or internal human training.

3.6 Website publication (`website_publication`)

We seek separate, voluntary consent before publishing identifiable photographic, video or audio material on websites managed by Succes op Weg. Where applicable, this includes a public student or graduate profile, Hall of Fame, Filmstrip and HERO.

Legal basis: Consent.

Without valid consent for this purpose, no new public website publication takes place. If consent is absent or withdrawn, the relevant public profile becomes completely private and is no longer eligible for Hall of Fame, Filmstrip or HERO.

3.7 Social media publication (`social_publication`)

We seek separate, voluntary consent for identifiable material published on social media channels managed by Succes op Weg.

Legal basis: Consent.

This choice is separate from website publication and ordinary driving tuition.

3.8 Commercial campaigns (`commercial_campaigns`)

We seek separate, voluntary consent for paid advertisements, campaigns or other commercial promotional communications outside our own website and regular social media channels.

Legal basis: Consent.

3.9 Internal human training (`internal_human_training`)

With separate, voluntary consent, identifiable lesson recordings may be used for internal human instructor training, evaluation or quality improvement.

Legal basis: Consent.

This consent **does not cover** AI training, generative AI training, machine-learning model training, face or voice recognition model training, or any other automated model training.

3.10 How and when optional choices are offered

The four optional choices in sections 3.6–3.9 are **off by default**. They are not bundled with mandatory acceptance of the General Terms and Conditions and are not a condition for ordinary driving tuition.

Choices are offered in context after email verification and/or during initial app or student profile onboarding, always **before** the optional processing or publication begins. You may skip the choices and change or withdraw them separately later.

A purpose-specific version is used for every consent statement. We keep evidence of which statement and version applied to each choice. We do not overwrite the history of consent given, refused, withdrawn or given again; the current status is derived from that history.

4. Students under 18

Many students are younger than 18. Our registration process is therefore designed to record agreement from a parent or legal representative where necessary.

As an additional privacy policy, we do not use identifiable image or audio material of a student younger than 18 for public promotional purposes without consent from both the student and their parent or legal representative.

5. With whom do we share personal data?

We share personal data only where necessary for an identified purpose, where required by law, or where you have given separate consent. Possible recipients or categories of recipients include:

- CBR and other competent examining authorities.
- Providers of scheduling, student administration, CRM and driving school software.
- Hosting, IT management and security providers.
- Email, communications and messaging providers.
- Banks and payment or collection service providers.
- Accountants/bookkeepers and, where necessary, legal advisers.
- Collection agencies or bailiffs in connection with legally enforceable payment claims.
- Government authorities when there is a statutory obligation.
- Social media platforms, only when you have consented to the relevant publication or another valid legal basis exists.

Where required, we enter into a data processing agreement with parties that process personal data on our behalf.

6. Transfers outside the European Economic Area

We assess for each supplier whether personal data is processed outside the European Economic Area (EEA). Where this occurs, we use only a permitted transfer mechanism and appropriate safeguards, and record this in our current supplier/processor documentation and, where necessary, in this Privacy Policy.

We do not present any supplier or transfer outside the EEA as an established fact until the relevant processing has been confirmed in the current technical and contractual inventory.

7. Website, cookies and other tracking technologies

During the technical audit of the root pages of the staging and production versions of succesopweg.nl, no succesopweg.nl cookies, localStorage/sessionStorage, analytics or marketing trackers, or consent controls were detected. Google Fonts was the only external runtime dependency observed.

For that audited root-page state, no consent banner or consent management platform (CMP) is necessary for tracking technologies that are not present. We do not add a fictitious cookie or tracker inventory.

Where possible, Google Fonts will be served locally (self-hosted) before launch, so this external runtime dependency is also removed.

The earlier technical audit expressly covered only the root URLs. A complete public-site runtime check will therefore be conducted before launch. If that check detects, or if we subsequently add, non-essential cookies, trackers or similar tracking technologies, they will be blocked until the required consent has been obtained and the information and consent process will be updated accordingly.

8. How long do we retain personal data?

We do not retain personal data longer than necessary for the purpose for which it was collected, unless a statutory retention obligation or a demonstrable legal necessity requires a longer period. Where a fixed period is inappropriate, we use a specific retention policy based on the purpose, duration of the customer relationship, potential legal claims and technical deletion cycle.

| Data category | Retention period or criterion |

|---|---|

| Basic tax/accounting records | According to the applicable statutory tax retention obligation; in principle seven years for basic records |

| Contract, lesson and customer administration | During training/customer relationship and afterwards for as long as reasonably necessary for follow-up, complaints and potential legal claims |

| CBR/examination administration | As long as required for training, accountability and potential disputes; the same retention period does not automatically apply to all CBR/student data |

| Consent statements and consent-event history | While the relevant processing/publication remains relevant and afterwards for as long as reasonably necessary to demonstrate choices, withdrawals and compliance; then delete or anonymise where possible |

| Raw personal lesson recordings | As briefly as functionally necessary for the activated personal media feature, under the operational deletion/retention process |

| Derived personal timeline/feedback data | While the personal feature is offered or used by the student, afterwards under the applicable deletion/retention process |

| Publicly published material | While the relevant consent remains active and the publication purpose exists; following withdrawal, promptly end/remove active publication under our control where possible |

| Recordings for internal human training | Only while separate consent remains active and the material is demonstrably necessary for the training purpose; review periodically and remove from active training sets following withdrawal |

| Complaint/legal files | As long as necessary to handle and reasonably substantiate or defend potential legal claims |

After deletion from active systems, data may remain temporarily in routine backups until those backups are overwritten under the regular backup cycle. During that period, such data is not restored for ordinary use, except where recovery is necessary.

9. Withdrawing or giving consent again

Where we process data on the basis of consent, you may withdraw that consent at any time with effect for the future. Withdrawing consent is as easy as giving it. Re-enabling a choice constitutes new consent to the statement and version then in effect.

Once the technical consent feature has been activated, the student profile will offer a **Privacy & Media** section showing the current status, version and date for each purpose, with separate options to give consent, give it again or withdraw it. There will also be a feature to **Withdraw all media consents**.

Following withdrawal:

- We stop future use for the withdrawn purpose.
- If `website_publication` consent is withdrawn or absent, a public profile becomes completely private; a public direct link does not remain available as a fallback.
- Hall of Fame, Filmstrip and HERO eligibility ends immediately.
- Withdrawal of `social_publication`, `commercial_campaigns` or `internal_human_training` operates independently of the other purposes.
- We block new or scheduled communications for the withdrawn purpose and, where technically and reasonably manageable, initiate removal or takedown of our own active publications, campaigns or training sets.
- Withdrawal does not retrospectively make previously lawful use unlawful.

External copies, re-shares or human training sessions already completed cannot in practice always be fully reversed.

10. Your privacy rights

Depending on the circumstances, you have rights including:

- Access to your personal data.
- Rectification of inaccurate or incomplete data.
- Erasure where statutory conditions are met.
- Restriction of processing.
- Data portability where this right applies.
- Objection to certain processing based on legitimate interests.
- Withdrawal of consent for future processing.
- Lodging a complaint with the Dutch Data Protection Authority (*Autoriteit Persoonsgegevens*).

You can send a request to info@succesopweg.nl. We may request additional information where reasonably necessary to verify your identity.

11. Automated decision-making and AI

Autorijschool Succes op Weg does not make decisions based solely on automated processing that produce legal effects for a student or otherwise significantly affect them.

AI or model training using identifiable lesson recordings is expressly excluded from the current media and training consents. If our services change in this respect, this Privacy Policy will be updated **before** such use begins and the necessary legal assessment will be performed.

12. Security

We take appropriate technical and organisational measures to protect personal data against loss, unauthorised access, modification or disclosure. For security reasons, the precise security measures are not disclosed in full.

13. Amendments and version control

We may amend this Privacy Policy if our services, data processing activities or legislation change. We will always state the current version and effective date on the website. For material changes, we will actively inform data subjects where reasonably necessary or required by law.

A new version of this Privacy Policy does not automatically amend an existing media consent. A material change to a consent purpose, publication context, recipient or use results in a new purpose-specific consent statement and, where consent is the legal basis, a new affirmative choice.

Implementation notes (not part of the published legal page):

- Target route: `/en/privacyverklaring/`.
- Do not link to the Dutch privacy-statement PDF under an English download label. Publish English PDF only after separate preparation and review.
- Maintain the same 13 numbered sections and sections 3.1–3.10, including all four exact purpose codes.
- Legal/content acceptance is required before production.