

General terms and conditions Lilly Nails Benelux BV

General Terms and Conditions Training Institute, nail stylist training.

Identity

Company : Lilly Nails Benelux BV

(Postal) address : van Ijsendijkstraat 409/b, 1442LB, Purmerend

Telephone : 0299 240003

Email : info@LillyNails.nl

KVK : 55535119

VAT no. : NL001775700B08

Legal:

Article 1. Registration

1a) Registration as a student is done by sending by mail or post the fully completed registration form or by filling in the registration form at our location. By registration, the student enters into a course agreement with Lilly Nails Benelux, commits the student for the entire duration of the course and hereby undertakes to pay the full course fee.

1b) An oral registration or commitment to participate is legally valid.

1c) When registering, both in writing and orally, the following registration rules apply:

- If a student is a minor, they must be registered by a parent / caregiver / guardian or legal representative. This parent / guardian / guardian or legal representative, who enters into the agreement for the minor, is at all times responsible for all consequences associated with the registration and terms and conditions.

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Course participant has 8 days (starting on the day of registration) to cancel the course free of charge, **provided the student has not yet participated in the lessons**, in accordance with the Distance Selling Act. In that case, payments already made within 30 days will be refunded. If the student cancels after the period of 8 days, the student Lilly Nails Benelux 50% of the course fee. Cancellation of the course registration by the student is only possible in writing, by e-mail or post. This cancellation must be confirmed by Lilly Nails Benelux. In case of non-participation in a course without cancellation, 100% of the course fee will be charged.

- If a student during the training decides not to continue the training, there will be no refund.

- Lilly Nails Benelux reserves the right to cancel the course. In that case, payments already made will be refunded within 30 days or new course dates will be agreed upon. This does not apply when rules are imposed by the government in case of pandemics and all other government imposed rules.

- The course agreement ends at the end of the course or as stipulated in the registration rules and our General Terms and Conditions.

- The course material purchased becomes the property of the student after payment.

- All information provided by students/customers is confidential to the training institute, its employees and teachers.

- Questions (via e-mail, phone, letter, etc.) of an administrative nature or relating to the training will be answered within 5 working days. Questions that require a longer processing time will be answered within 5 working days with an acknowledgement of receipt and an indication when an answer can be expected.

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It is not allowed to follow the lessons without full payment of the starter pack and course fee. Unless a payment arrangement for the course fee has been made in consultation with Lilly Nails. Starter fees must be paid immediately after receipt of invoice.

- Without your objection to registering for the course, Lilly Nails Benelux does social media: filming and photography can be done during classes and other demonstration moments.

- If the student is not satisfied with Lilly Nails Benelux, the student can file a complaint. Initially, the student should turn to the management of Lilly Nails Benelux. This should be done in writing by letter or e-mail. Complaints are always treated confidentially.

Article 2. Right of withdrawal

2a) The student may terminate the contract within 8 days, starting on the day of registration, free of charge and without giving reasons (right of withdrawal).

2b) Paragraph a applies only if the student has not yet participated in the lessons or has not yet started the training program.

2c) The student uses the right of withdrawal within this period by sending a written statement to Lilly Nails Benelux stating that the contract should be dissolved. This statement is only valid if sent by mail or e-mail, the cancellation must also be confirmed by Lilly Nails Benelux.

2d) When due to unforeseen circumstances a course, workshop or training must be moved (including disasters, pandemic, illness, flight bans, etc.), student will be offered a replacement date, if student on the replacement date can not participate will receive a voucher for the amount paid for the course, workshop or training. This voucher can be used for another course, workshop training or products can be purchased, both for the value of the voucher, any difference will be paid by the student.

Article 3. Payment of course fee

3a) The course fee must be paid in full 10 days before the start of the course/training or workshop. You do not have access to the course room without payment (prior to the course).

3b) Upon receipt of your registration for the courses follows a written confirmation. At each registration we require a deposit of € 150,- for administration and reservation costs.

3c) The course fee can be paid in cash or by pin at our location or should be credited within 7 days after registration to account number: NL91ABNA0549065288 t.n.v. Lilly Nails Benelux in Purmerend.

Article 4. instalment payment

4a) The course fee can be paid in installments by mutual agreement.

4b) Only if the next installment due is paid by the student, the follow-up lessons of the course can be scheduled. Without this partial payment, there is no access to the course room.

4c) When a partial payment is not made on time, you will receive the first reminder after the final payment date. If the student does not respond to the first reminder, this will be followed up with a second reminder, where € 25, - extra administration fee will be charged. After these two reminders, the reminder will be converted into a first reminder, from the first reminder, the invoice amount will be increased by 6% interest on the outstanding balance. If the invoice is not paid after the first reminder, the participant must take into account the statutory collection costs of at least €40, - and all other resulting costs are for the participant.

Article 5. Cancellation

5a) If the deposit is not paid, the registration can automatically be cancelled by Lilly Nails Benelux. Without cancellation within the cancellation period, the student is obliged to fulfill the payment agreement. Free cancellation after the expiration of the withdrawal period is not possible.

5b) Course participant has 8 days (starting on the day of registration) to cancel the course free of charge (right of withdrawal), **provided that the student has not yet** participated in the **lessons, in** accordance with the law on distance selling. In that case, payments already made within 8 days will be refunded.

5c) In case of cancellation after confirmation of the course by Lilly Nails Benelux, no refund of the deposit will be made; the deposit will be deducted as administration and reservation costs.

5d) Lilly Nails Benelux reserves the right to cancel the course. In that case payments already made will be refunded within 30 days or new course dates will be agreed upon. After the expiration of the right of withdrawal (see Article 2), the student can cancel the registration with the following consequences:

5th) If the student cancels after the period of 8 days, the student Lilly Nails Benelux 50% of the course fee. Cancellation of the course registration by the student is only possible in writing, by e-mail or post. This cancellation must be confirmed by Lilly Nails Benelux. In case of non-participation in a course without cancellation, 100% of the course fee will be charged.

Article 6. Moving, cancelling or overtaking lessons

6a) Course participant does not have the right to overtake paid course days.

6b) There is no refund or settlement of tuition fees in case of early termination of the training.

6c) If the student does not come on the agreed course day, without a written cancellation, the full course fee may be charged.

Article 7. Consequences of non-fulfillment of obligations

7a) If a student does not (fully) fulfill one or more obligations under the agreement or the Terms and Conditions, Lilly Nails is entitled to suspend the obligations and to interrupt or eventually terminate the training.

7b) The consequences of interrupting the training referred to in paragraph 7a) are at the expense and risk of the student. These consequences include:

- Access to the course room is denied

- Teacher guidance is stopped

- No exams can be taken

7c) In the event of termination of the training referred to in paragraph 7a), the following applies:

- Unless otherwise agreed in writing, Lilly Nails Benelux has no obligations to student.
- If termination of the training referred to in paragraph 7a) is premature, the conditions of Article 5 apply.
- The terminated training can not be resumed. If the student wants to continue the training, they will have to re-enroll.

Article 8. End of course agreement

The course agreement ends at the end of the course or as stipulated in other articles of these general terms and conditions.

Article 9. Copyright and ownership of course material and name

9a) The purchased course material becomes the property of the student after full payment of the course material.

9b) The copyright and ownership of the course material belongs to the Lilly Nails Benelux.

9c) The material may not be reproduced or made public by means of print, photocopy, microfilm or any other means.

9d) It is not allowed to make the course material available to third parties.

9e) Infringement of copyright or property rights is considered a crime.

9f) In case of abuse of the name or logo of the Lilly Nails Benelux, the student may be denied access to the course.

9g) It is absolutely forbidden to filmed material during lessons workshops, training to third parties to show or distribute in any way. If this is done, fines of at least € 250.00 will be imposed.

Article 10. Confidentiality

All information provided by students/customers is confidential for the training institute, its

employees and teachers.

Article 11. Force majeure

11a) Lilly Nails Benelux reserves the right to cancel the course and change the program if circumstances so require.

11b) Lilly Nails Benelux is not obliged to fulfill any obligation to the student or customer if they are hindered as a result of a circumstance that is not due to fault, and neither under the law, a legal act or generally accepted practice for its account.

11c) Force majeure is in these general conditions, in addition to what is understood in law and jurisprudence, all external causes, foreseen or unforeseen, on which Lilly Nails Benelux has no influence, but which prevents Lilly Nails Benelux from fulfilling its obligations.

11d) Lilly Nails Benelux has the right to cancel the course (day) with less than 3 students and/or participants.

11e) Lilly Nails Benelux may suspend the obligations under the agreement during the period of force majeure.

11d) Covid-19 (Corona) e/a outbreaks of infectious diseases.

Lilly Nails Benelux adheres to government guidelines.

Client must follow them at all times. If client refuses to do so, access to the nail studio, wholesale and training area will be denied.

Article 12. Proper conduct

The student should behave properly throughout the building according to generally accepted standards. If the student after repeated warnings continues to behave improperly, Lilly Nails Benelux has the right to deny the customer access to the premises, stating reasons.

Article 13. Right

Any agreement between Lilly Nails Benelux and the client is governed by Dutch law. In the event of an explanation of the contents and purport of these general terms and conditions, the Dutch text shall always be decisive. Applicable is always the last deposited version or the version as it applied at the time of the conclusion of the agreement.

Lilly Nails Benelux and/or its employees cannot be held liable for any accidents with material or personal injury that take place in or around the nail studio/wholesale/training center or the public areas in the building.

Practical course information:

Article 14. Course material

14a) There are several material packages available, in consultation with the student is determined which package is chosen, prices are variable.

14b) The material package must be paid immediately after ordering, in cash, by bank transfer or pin.

14c) When paying through the bank, the full amount on the account to be received before the start of the course.

14d) Material will be checked in its entirety, or per module, prior to the (first) lesson, unless otherwise indicated by Lilly Nails Benelux. For additional products or telephone order, cash payment upon delivery applies.

14e) Without purchase of the course material it is not possible to follow the course.

Article 15. General course

15a) Class days are on Mondays, Tuesdays, Thursdays, and/or Saturdays from 10:00 a.m.

15b) On location there is no canteen, but there is a lunchroom within 5 minutes walking distance. Between 12:00 and 13:00 there is an opportunity for lunch. Of course you can bring your own lunch in the course room at the coffee table.

15b) Classroom lessons are given, in which the teacher's attention is evenly distributed among all participants.

15c) On explicit request private lessons can be requested. Private lessons will be calculated and given separately according to the guidelines of the respective distributor, or his customization.

Other prices apply.

15d) During the course we work with your own materials, which must be purchased exclusively from our wholesaler. This is the only way Lilly Nails Benelux can guarantee the quality.

15e) For all courses you need to bring your own pen and paper.

15f) We work with a Nailtrainer or a model. The Nailtrainer should be with you every day of the course unless otherwise discussed with Lilly Nails Benelux.

15g) Because of our working method, live models are not required for all courses, only for selected lesson days. For the course days where a live model is needed, you are responsible

for planning and arranging your own model. Take a good look at your course planning if and when you need a live model and for which technique this model should be suitable. If your model cancels before the lesson, this is no reason to cancel the lesson, so make sure you have a spare model in such situations as well. In extreme cases you can also work on the Nailtrainer during these lessons.

15h) For each successfully completed course module, the student is entitled to a certificate. When following a separate course day or module, this will be awarded at the end of the day, in case of a combination course, all obtained certificates will be handed over during a graduation ceremony.

15i) If a course module has not been successfully completed, there is a possibility to resit, the cost of this differs depending on which module or combination course is followed.

Article 16. Question and answer

Questions (via e-mail, telephone, letter, etc.) of an administrative or educational nature will be answered

within 5 working days. Questions with a processing time longer than 48 hours will be answered within 5 working days with an acknowledgement of receipt and an indication when the questioner can expect a detailed answer.

Complaints procedure:

Article 17. Complaints procedure

Lilly Nails Benelux strives for complete satisfaction of all its customers and does everything in its power to maintain and monitor its quality. Nevertheless, it may happen that a shortcoming is detected over a delivered service or product. We would like to take away any dissatisfaction about this. If this does not succeed, a written complaint can be submitted. From that moment on, our complaints procedure comes into effect. This procedure applies to all deliveries and services of the business units of Lilly Nails Benelux. Lilly Nails Benelux handles the complaint in accordance with this complaints procedure and the applicable provisions within the General Terms and Conditions.

17a) Complaints procedure

In this regulation is understood to mean:

- Complaint: any written and substantiated expression of dissatisfaction with a service, product, course or training offered by Lilly Nails Benelux.

- Complainant: a person who has a substantiated complaint about a service, product, course or training offered by Lilly Nails Benelux.

17b) Filing a complaint

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If a shortcoming is found, it is requested to submit within 10 days after delivery of the service or products, under the heading 'Complaint', in writing, exclusively by post or e-mail, to; Lilly Nails Benelux, van Ijsendijkstraat 407/b 1422LB Purmerend, or [info@Lilly.Nails Benelux.nl](mailto:info@Lilly.NailsBenelux.nl)

- The complaint contains at least:

* The name and correspondence address of the complainant;

* The date;

* An indication of the course, service or product to which the complaint relates

* A clear and reasoned description of the complaint. If a complaint is not substantiated with arguments, it will not be dealt with.

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The handling of the complaint falls under the final responsibility of P. van Kruijsbergen. The latter is entitled to submit the complaint to its supplier, which creates the possibility that there is no term known about the handling of the complaint.

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The receipt of the complaint will be confirmed in writing by Lilly Nails Benelux to the complainant within fourteen (14) days. The further handling of the complaint will also be mentioned.

17c) Investigation of the complaint

- Lilly Nails Benelux is authorized to obtain any information required in connection with the preparation of the handling of the complaint.

- Lilly Nails Benelux can also call in experts for the investigation and assessment.

- Evaluation of a complaint takes a maximum of 4 weeks after receipt of the complaint by Lilly Nails Benelux. If this period is not feasible, the complainant will be informed within 3 weeks after receipt of the complaint, stating the reason. The complainant will also be informed within which period the complaint will be resolved.

17d) Treatment of the complaint

- Within four weeks after receiving the complaint, Lilly Nails Benelux plans a possible conversation with the complainant.

- Both the complainant and Lilly Nails Benelux can be assisted or represented by an authorised representative. Any associated costs are at your own expense.

17th) Registration

- A registration will be made of the complaint handling and the conversations held.

17f) Completion of a complaint

- Lilly Nails Benelux strives to handle a complaint within one month after submission, but no later than three months after submission of the complaint.

- The complaint handling will be communicated in writing to the complainant.

17g) Evaluation and modifications

The complaints procedure is evaluated annually by the management.

17h) Other provisions

- Complaints are always handled confidentially by Lilly Nails Benelux.

- This complaints procedure is an integral part of the business policy of Lilly Nails Benelux to which our General Terms and Conditions apply. All complaints will therefore be assessed and dealt with according to these terms and conditions.
