

General terms and conditions Lilly Nails Benelux BV

General Terms and Conditions Workshops/Trainings etc.

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 participant is done by sending an email order via webshop or at Lilly Nails Benelux on location. By registering, the participant enters into an agreement with Lilly Nails Benelux, commits himself for the entire duration of the workshop/training and commits himself to pay the full workshop/training fee.

1b) A verbal registration or promise of participation is legally valid.

1c) At registration, both written and oral, the following registration rules apply:

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If a participant is a minor, he or she must be registered by a parent / caregiver / guardian or legal representative. This parent / caregiver / guardian or legal representative, who enters into the agreement for the minor, is at all times responsible for all consequences related to the registration and general terms and conditions.

- Participant has 8 days (starting on the day of registration) to cancel the workshop/training free of charge, **provided the participant has not yet participated in the lessons, in** accordance with the Distance Selling Act. In that case payments already made will be refunded within 30 days. In case of non-participation in a workshop/training without cancellation, 100% of the workshop/training fee will be charged.

- If a participant decides not to continue during the workshop/training there will be no refund.

- Lilly Nails Benelux reserves the right to cancel the workshop/training. In that case payments already made will be refunded within 30 days or new workshop/training dates will be agreed upon.

This does not apply when rules are imposed by the government in case of pandemics and all other rules imposed by the government.

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The workshop/training agreement ends at the end of the workshop/training or as determined in the registration rules and our General Terms and Conditions.

- The course material that is purchased becomes property of the participant after payment.

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All information provided by the participant is confidential to the training institute, its employees and the (hired) teachers.

- Questions (via e-mail, phone, letter, etc.) of an administrative nature or concerning 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.

- It is not allowed to follow the lessons without full workshop/training money.

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Without your objection for registration of the workshop/training, Lilly Nails Benelux does social media: it is possible to film and photograph during the lessons and other demonstration moments.

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If the participant is not satisfied with Lilly Nails Benelux, the participant can file a complaint. In the first instance, the participant should contact the management of Lilly Nails Benelux. This should be done in writing by letter or e-mail. Complaints will always be treated confidentially.

Article 2. Right of withdrawal

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

2b) Paragraph a only applies if the participant has not yet participated in the lessons or has not yet started the workshop/training.

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

2d) When, due to unforeseen circumstances, a workshop/training has to be moved (e.g. disasters, pandemic, illness, flight bans, etc.), the participant will be offered a replacement date, if the participant is unable to participate on the replacement date, the participant will

receive a voucher for the amount paid for the workshop/training, this voucher can be used for another workshop/training or products can be bought for it, both for the value of the voucher, any difference will be paid by the participant. This is not debatable.

Article 3. Payment workshop/training money

3a) The workshop/training fee should be paid in full immediately after booking a workshop/training. You do not have access to the workshop/training room without payment (prior to the workshop/training).

3b) The workshop/training money can be paid in cash or by pin at our location or through an order on the webshop.

Article 4. instalment payment

4a) The workshop/training money can be paid in installments by mutual agreement.

4b) Only when the next installment has been paid by the participant, the follow-up lessons of the workshop/training can be scheduled. Without this partial payment there is no access to the workshop/training room.

4c) When a partial payment is not made on time, you will receive the first reminder after the final payment date. If the participant does not respond to the first reminder, this will be followed up with a second reminder, with an additional administration fee of € 25,-. After these two reminders the reminder will be converted into a first reminder, from the first reminder the invoice amount will be increased with 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 payment is not made, the registration can automatically be cancelled by Lilly Nails Benelux. Without cancellation within the withdrawal period, the participant is obliged to fulfill the payment agreement. It is not possible to cancel free of charge after the expiration of the revocation period.

5b) Participant has 8 days (starting on the day of registration) to cancel the workshop/training free of charge (right of withdrawal), **provided the participant has not yet participated in the workshop/training**, in accordance with the Distance Selling Act. In that case payments already made will be refunded within 8 days.

5c) In case of cancellation after confirmation of the workshop/training by Lilly Nails Benelux there will be no refund of the down payment; the down payment will be settled as

administration and reservation costs.

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

5th) If the participant cancels after the period of 8 days, the participant owes Lilly Nails Benelux 50% of the workshop/training money. Cancellation of the workshop/training registration by the participant is only possible in writing, by e-mail or post. This cancellation needs to be confirmed by Lilly Nails Benelux. In case of non-participation in a workshop/training without cancellation 100% of the workshop/training money will be charged.

Article 6. Moving, cancelling or overtaking lessons

6a) Participant does not have the right to make up for paid workshop/training days.

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

6c) If the participant does not arrive on the agreed training day, without a written cancellation, the full workshop/training fee can be charged.

Article 7. Consequences of non-fulfillment of obligations

7a) If participant does not (fully) fulfill one or more obligations under the agreement or the General 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 as referred to in paragraph 7a) are at the expense and risk of the participant. These consequences include

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Access to the workshop/training space 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 agreed otherwise in writing, Lilly Nails Benelux no longer has any obligations towards the participant.

- If termination of the training as referred to in paragraph 7a) is premature, the conditions of article 5 apply.

- The terminated training cannot be resumed. If the participant wants to continue the training, he or she will have to re-register.

Article 8. End of workshop/training agreement

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

Article 9. Copyright and ownership workshop/training material and name

9a) Any course material purchased becomes the property of the participant after full payment of the course material.

9b) The copyright and ownership of the workshop/tutorials is held by Lilly Nails Benelux.

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

9d) It is not allowed to make the workshop/training material available to third parties.

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

9f) In case of misuse of the name or logo of the Lilly Nails Benelux, the participant may be denied access to the training.

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

Article 10. Confidentiality

All information provided by the participant is confidential for the training institute, its employees and the (hired) teachers.

Article 11. Force majeure

11a) Lilly Nails Benelux reserves the right to cancel the workshop/training and to change the

program if circumstances so require.

11b) Lilly Nails Benelux is not obliged to fulfill any obligation towards the participant or client if it is hindered to do so as a result of a circumstance that is not due to fault, and is not for its account by virtue of the law, a legal act or generally accepted views.

11c) In these general terms and conditions, force majeure is, 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 prevent Lilly Nails Benelux from fulfilling its obligations.

11d) Lilly Nails Benelux has the right to cancel the workshop/training (day) with less than 3 participants.

11e) Lilly Nails Benelux can suspend the obligations from 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.
Participant must follow them at all times. If participant refuses, access to the nail studio, wholesaler and training room will be denied.

Article 12. Proper conduct

The participant should behave properly throughout the building according to generally accepted standards. If the participant continues to behave improperly after repeated warnings, Lilly Nails Benelux has the right to refuse the client access to the premises, giving reasons.

Article 13. Right

Any agreement between the Lilly Nails Benelux and the participant is subject to Dutch law. In the event of an explanation of the content and purport of these general terms and conditions, the Dutch text will 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 workshop/training information:

Article 14. Workshop/training material

14a) Lilly Nails Benelux indicates before the start of the workshop training which products/resources are needed for the participant of workshop/training. Participant is responsible for these products / resources, unless otherwise stated by Lilly Nails Benelux.

Participant is required to bring EU approved material.

Article 15. General workshop/training

15a) workshop/training is specific data.

15b) Lilly Nails Benelux will indicate before the start whether the workshop/training will include or exclude lunch.

15c) Classroom lessons will be given, with the teacher distributing the attention evenly over all participants.

15e) During the workshop/training we will work with your own materials,

15f) For all workshop/trainings you need to bring your own pen and paper.

15g) Working with a Nailtrainer a model or on your own nails, Lilly Nails Benelux will indicate this pre-course of the workshop/training.

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, workshop/training or education offered by Lilly Nails Benelux.
- Complainant: a person who has a substantiated complaint about a workshop/training offered by Lilly Nails Benelux.

17b) Submitting 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 workshop/training 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. He is entitled to submit the complaint to her supplier / hired teacher which creates the possibility that no deadline is known about the handling of the complaint.

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The receipt of the complaint will be confirmed by Lilly Nails Benelux within fourteen (14) days in writing (by e-mail) to the complainant. 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 settle 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.
