

# STUDY TERMS AND CONDITIONS OF HORECA STICHTING NEDERLAND

## 1. Applicability

- 1) The Study Terms and Conditions are applicable to any and all offers, proposals and services of HSN and to any and all Study Agreements concluded by HSN, to the extent that there are no deviations in accordance with article 1 paragraph 3. Prior to or simultaneous with the conclusion of the Study Agreement, these Study Terms and Conditions are expressly communicated to the customer and form an integral part of the general supply of information of HSN. HSN shall send a copy of the Study Terms and Conditions free of charge at the request of the customer. The customer can moreover freely consult these Study Terms and Conditions on [www.hsn.nl](http://www.hsn.nl).
- 2) Through registration for an (in-company) course, the customer accepts the applicability of the Study Terms and Conditions. HSN expressly rejects the applicability of the general terms and conditions of the customer, of any title.
- 3) Deviations from the Study Terms and Conditions are only valid if they were expressly stipulated in writing by and between HSN and the customer. For the purpose of these Study Terms and Conditions, 'in writing' also means each and every form of electronic communication (e.g. email or on the website).
- 4) In events not provided for by these Study Terms and Conditions, the board of Horeca Stichting Nederland shall make a provision according to the principles of reasonableness and fairness.
- 5) Apart from these Study Terms and Conditions, the privacy statement HSN as well as the provisions on the website [www.hsn.nl](http://www.hsn.nl) are also and inextricably applicable to any and all services as intended in article 1 paragraph 1.

## 2. Registration

Your registration is strictly personal and your signature implies that you agree with the Study Terms and Conditions. Registrations by telephone, email or via the internet also imply agreement with the Study Terms and Conditions. If the customer is not the course participant, then the customer guarantees that the course participant was informed of the study agreement and that the course participant shall conform to the provisions of this agreement that are applicable to the customer and/or to the course participant.

The course participant can jointly and severally be held liable for the payment of the course fees, also when related to a business registration.

After receipt of your registration, you receive a confirmation by post and/or email. The study agreement takes effect as soon as the registration has been received by HSN. Effective from that moment, the obligation arises to pay the complete course fees regardless of the fact whether or not, in whole or in part, the course or training is followed, in consideration of the provisions set forth in article 4.

Cancellation scheme. Registration takes place for the duration of the entire course for which you registered. HSN is never held to accept a registration.

## 3. Payment of course fees

The latest course fees are mentioned on the website [www.hsn.nl](http://www.hsn.nl). Payment must take place within 14 days after the date of the invoice, however at the latest before the start of the (1<sup>st</sup>) course day. Home study courses (where applicable, including examination) are not sent before the course fees have been paid. In case of late or incomplete payment or in case of another outstanding claim of the course participant or customer, the course participant can be denied access to the course and/or the examination. If the course participant was, despite the fact that a payable amount is outstanding, nonetheless allowed to sit for an examination, HSN reserves the right not to send the result and/or the potentially obtained diploma or certificate until all outstanding claims have been paid in full. If the outstanding claims were not paid in a timely fashion or not completely then HSN sends a payment reminder to still effectuate payment within 14 days after the date of the reminder. If the payable amount was not paid, or not completely, within the said time limit then the course participant and/or the customer shall be in default without any further notice of default.

Effective from the said moment the course participant and/or the customer is, in addition to the payable course fees, also liable to pay statutory interest and collection costs equal to 15% of the course fees (with a minimum of € 40.00).

## 4. Cancellation scheme

- 4.1) Prior to the start of the course, you are entitled to cancel the course. The cancellation must take place in writing by post or by email. The post stamp or the date of sending of the relevant email qualifies as the moment of receipt of the cancellation. The scheduled (start) date of the course is used as the guiding principle when determining the level of the cancellation costs, as intended in articles 4.2, 4.3 and 4.4. In case of a cancellation, the course participant must return the teaching materials, where applicable, in consideration of the provisions set forth in article 4.7.
- 4.2) After registration, you have a reflection period of 14 days during which the course may be cancelled without cancellation costs, provided that registration took place at least 4 weeks prior to the start of the course and/or the examination. The reflection period starts on the day of receipt of your registration.
- 4.3) Home study courses (where applicable, including examination) cannot be cancelled after the 14-day reflection period.
- 4.4) In case of cancellation of an oral course (where applicable, including examination) it is noted that HSN is, in consideration of the provisions set forth in article 4.2, entitled to charge cancellation costs: in case of cancellation up to 8 weeks prior to the start of the (1<sup>st</sup>) course day, the cancellation costs amount to 10% of the course fees. In case of cancellation between 8 and 4 weeks prior to the start of the (1<sup>st</sup>) course day, the cancellation costs amount to 20% of the course fees. In case of cancellation between 4 and 2 weeks prior to the start of the (1<sup>st</sup>) course day, the cancellation costs amount to 50% of the course fees. In case of cancellation within 2 weeks prior to the start of the (1<sup>st</sup>) course day, the complete course fees are charged. Absence, whether or not with notice, on the course day(s) also implies that 100% of the course fees are charged. The cancellation costs are immediately due and payable.
- 4.5) If a course participant is prevented from participating in the course and/or the examination due to force majeure, then 50% of the course fees, minus the costs of the teaching materials, are charged for subsequently taking the same course and/or sitting for the same examination, provided that the written cancellation is accompanied by written documentary evidence from which the situation of force majeure becomes apparent. Force majeure exclusively means:
  - death of the spouse or partner or relatives by blood relation or related by marriage in the first and second degree in the period of at most 5 days prior to the course or on the day of the course.
  - delivery by the course participant or his spouse or partner on the day prior to the course or on the day of the course.
  - emergency admission in a hospital of the course participant, his / her spouse or partner or his / her minor children on the day prior to the course or on the day of the course.
- 4.6) In case of the demise of the course participant, the agreement is immediately rescinded after receipt of a written notice. The remaining course fees are repaid to the beneficiaries within 14 days.
- 4.7) The return of teaching materials must take place by registered post and at your personal expense. The course participant must retain the proof of postage until he / she receives a written confirmation of receipt from HSN. Returns are only accepted if the materials are in the original condition, i.e. complete, undamaged with no writings in or on them. If these conditions are not met, HSN does not accept the return and the course participant is held to reimburse the decrease in value of the teaching materials. The decrease in value equals the discount that is provided for disposing of the teaching materials of the relevant course, as available on [www.hsn.nl](http://www.hsn.nl).

## 5. Rescheduling of course / change of name of course participant

If after registration, the course participant is nonetheless unable to participate in the course selected by the course participant / the customer, the registration can be rescheduled to a later course date, to a different course venue or it can be registered in the name of another course participant. The request for rescheduling the course must be submitted by email at least 2 weeks prior to the start of the (1<sup>st</sup>) course day. Rescheduling of a course within 2 weeks prior to the start is not possible. The request for a name change must be submitted by email at least 1 week prior to the start of the (1<sup>st</sup>) course day. A name change within 1 week prior to the start is not possible. HSN shall charge € 35.00 for the administrative processing of rescheduling or a name change.

## 6. Absence

Absence of a course participant during a course day and/or examination does not release the course participant and/or the paying institution from the obligation to pay. Absence of the course participant shall never entitle to full or partial repayment of the paid course fees. Teachers are authorised to deny course participants who have been absent for more than 50% access to the course. Denial of access never entitles to full or partial repayment of the paid course fees. You cannot return the received teaching materials in order to obtain a reduction or repayment of the course fees, in consideration of the provisions set forth in article 4. Cancellation scheme.

## 7. Examination

HSN automatically registers course participants for courses that are completed with an examination for the relevant examination. The examination fees are included in the course fees. In case of courses without an examination, the course participant is personally responsible for timely registration of the examination. The examination fees are then paid directly to HSN. Course participants who follow a home study course in Social Hygiene, including examination, are invited to the examination when the course fees have been received. If the course participant cannot / does not want to schedule an examination directly, a period of 1 year effective from the day of receipt of the payment applies to still schedule an examination. After expiry of the said time limit, the right to sit for the examination expires and you do not receive a refund of the paid examination fees. During an SVH examination, the course participant is held to present proof of identity to the examiner, otherwise the course participant cannot participate in the examination. If a course participant arrives late at the examination, the course participant is no longer admitted to the examination room and the course participant cannot participate in the examination. The course participant is by no means entitled to a compensation for the incurred damages and does not receive reimbursement for the examination fees.

## 8. Oral courses

In respect of a course and/or examination HSN reserves the right to:

- 1) in case of an impediment of the scheduled course venue, relocate to an alternative venue in the same course location or immediate vicinity of the said course location. It is not possible to object to the change of the course venue within the same course location or immediate vicinity.
- 2) in case of insufficient registrations, reschedule to a later date or combine with another course venue.
- 3) in case of sickness and/or inability of the trainer, reschedule to a later date or cancel, in the course of which repayment of already paid course fees takes place within 14 days.

In case of the aforementioned points 2 and 3, HSN shall make an oral and/or written offer to the course participant to follow the same course at a different venue or on a different date. The course participant is free to either or not accept this offer. After oral and/or written acceptance of the offer, the course participant receives (digitally) a new confirmation. The course participant has a reflection period of 3 calendar days after receipt of the new confirmation to still object to the new offer. After 10 calendar days prior to the start of the course, a time limit of 1 calendar day applies to this. After the expiry of the reflection period the Study Terms and Conditions in conformity with article 4. Cancellation scheme apply. The course participant / customer is, as the occasion arises, not entitled to

compensation for potentially incurred damages.

## 9. Teaching materials

The teaching materials are included in the course fees. The teaching materials for the home study courses are sent when the course fees have been received. From the moment of despatch of the teaching materials for the home study course, the course shall be active for at most 1 year. The home study course (where applicable, including the examination / the test) must have been completed within the said year. After the expiry of the aforementioned time limit, the right to sit for the examination / complete the home study course expires and you do not receive repayment of paid monies. For the various oral courses, the teaching materials are, where applicable, either sent to the course participant immediately with the confirmation or provided on the (1<sup>st</sup>) course day. The intellectual property rights and copyrights always remain vested in the Foundation. Use of teaching materials other than for your studies is not allowed, nor is it to reproduce, sell or surrender the same to third parties.

## 10. Privacy

- 1) HSN processes the personal data supplied by the customer in accordance with the privacy statement of HSN. The customer guarantees in respect of HSN that the data subjects whose personal data are supplied, if the customer is not personally the course participant, were informed of the processing of their data by HSN. The personal data supplied by the customer are included in the automated administration of HSN. In the privacy statement of HSN on [www.hsn.nl](http://www.hsn.nl) states the required personal data and what HSN does with such data. In this respect, HSN observes the provisions of the General Data Protection Regulation and/or other relevant legislation and regulations. HSN is registered in the Register of the Dutch Data Protection Authority under registration number 1205826.
- 2) HSN, its staff and/or persons employed for HSN and/or business partners relied on by HSN shall handle the information supplied by the customer confidentially, in conformity with the relevantly applicable privacy legislation.

## 11. Complaints procedure

If you have a complaint with regard to the courses organised by HSN or with regard to its services, our complaints procedure may be used (go to [www.hsn.nl](http://www.hsn.nl) for the complaints procedure). You can only submit a complaint in writing: by post or by email for the attention of the board of directors of HSN. HSN shall make every effort to solve the relevant complaint properly as soon as possible. If the parties do not arrive at a solution, the disputes shall exclusively be settled by the competent court in Breda.

## 12. Other provisions

Any and all data mentioned in the brochures, (non-committal) offers and on the website are deemed to pertain to these Study Terms and Conditions, to the extent they are related to the course. It is not allowed to smoke or consume alcoholic beverages during the course. Disrupting presence or misbehaviour of course participants, including disrupting use of the mobile telephone during the course may lead to removal from the course and denial of access to the other lessons and the examination, without repayment of the course fees. Potential travelling and accommodation expenses, other than the arrangement costs included in the course fees, are not included in the course fees. If the delivery of a postal document of HSN, e.g. the teaching materials and valuable documents, cannot take place due to a cause that for which the course participant and/or the paying institution is/are responsible, or falls under the risk of the same, HSN is entitled to charge the relevant costs to the course participant and/or the paying institution. This is, inter alia, the case when incorrect address details were supplied with the registration.

## 13. Business Partners

HSN reserves the right to organise a course / training in certain areas or in respect of certain courses / training provided by a business partner authorised by HSN.

## 14. General

- 1) These Study Terms and Conditions take effect on 1 September 2019. HSN

is entitled to change these Study Terms and Conditions unilaterally. Announcement takes place through a personal notice to the customer or through a general notice on the website [www.hsn.nl](http://www.hsn.nl). The changed Study Terms and Conditions are in that case also applicable to already concluded Agreements, subject to the case and to the extent that this would be in violation of the principles of reasonableness and fairness.

- 2) These Study Terms and Conditions are referred to as: Study Terms and Conditions of HSN.