



EDUCATION | GENERAL TERMS & CONDITIONS (april 2016)

- HRD Antwerp nv.** The service provider is HRD Antwerp nv, with registered office at Hoveniersstraat 22, BE-2018 Antwerp and registration number 0885.938.315 (hereafter 'HRD Antwerp'), more specifically the department 'Education', which offers trainings associated with the identification, analysis, and quality grading of polished and rough diamonds and other precious stones (hereafter the 'Training Course(s)') at the head office of the HRD Antwerp group and abroad (worldwide).
- Enrolment.** Acceptance to one or more Training Courses is subject to the conditions set out herein, including but not limited to receipt of the advance payment (see article 6) and notwithstanding HRD Antwerp's right to decline candidate students (hereafter 'Candidate(s)') for whatever reason until final email confirmation of registration by HRD Antwerp. In case of rejection, any advance payments made will be reimbursed immediately. HRD Antwerp provides the Training Courses as described in the brochure, as amended from time to time. The Candidate guarantees that all information provided in their enrolment form is complete, accurate, and up-to-date.
- Order of Enrolment.** Enrolment shall be done on a first-come-first-serve basis. If a Training Course is fully booked, Candidates can request to be enrolled in a later Training Course with availability. Enrolment for such substitute courses shall also be subject to these T&C.
- Applicability.** By completing and signing the enrolment form, Candidates declare their agreement with the T&C. HRD Antwerp reserves the right to change the T&C from time to time. In case of conflict between these T&C and any other written agreement, the latter will prevail.
- Prices.** The applicable prices for the Training Courses are those indicated in the latest HRD Antwerp brochure, excluding VAT, as amended from time to time. The latest brochure and price list can be consulted on the website www.hrdantwerp.com or at HRD Antwerp's reception desk.
- Advance payment and other payment conditions.** An advance payment of at least 40% of the total enrolment fee is due within 15 days after the receipt of the enrolment form by HRD Antwerp. Any outstanding balance must be paid to HRD Antwerp before the start of the Training Course. HRD Antwerp has the right to refuse access to the Training Course in any case where the outstanding balance has not been paid before the start of the Training Course.
- Liability.** The Candidate confirms and accepts that Training Courses offered by HRD Antwerp are subject to HRD Antwerp's quality procedures and in any case at best effort. Any complaint regarding Training Courses must be notified in writing to HRD Antwerp within 8 days after the end of a Training Course, however without any right to reimbursement. In no event can HRD Antwerp be held liable for any errors and omissions during the Training Courses. HRD Antwerp's liability is limited to any payments made in relation to a Training Course, with a maximum of 10.000 euro (except in case of gross negligence or intentional fault). Any damage claim is subject to a limitation period of 1 year after the facts leading to such claim were known, or should have been known, by the Candidate.
- Non-participation.** Once enrolment is confirmed and finalized, the enrolment fee is due in totality, regardless of non-participation or non-attendance for whatever reason.
- Cancellation.** Cancellation is possible, only in writing, until two weeks prior to the start of the Training Course. In such case (with the exception of cancellation due to Force Majeure or denied visa application), Candidates remain liable for payment of 40% of the enrolment fee as contractual compensation for administrative costs, with a minimum of 300 euro (exc. VAT). In case of late cancellation for whatever reason, the total enrolment fee is due.
- Code of Conduct.** A Code of Conduct will apply during all Training Courses. In case of misconduct (including but not limited to aggression, theft, drunkenness, poor hygiene, indecency, and/or lack of respect towards students and/or teacher), students can be refused access to the training location and/or be suspended for a part or the entirety of the Training Course, at the full discretion of HRD Antwerp.



11. **Consequences of misconduct.** HRD Antwerp NV reserves itself the right to refuse a student to enter into the classroom or to ask the student to leave the classroom in case of "misconduct" as there is (but not limited): aggression, theft, drunkenness, poor hygiene, indecency, disrespectful behavior towards other students and/or the teacher, etc. Depending on the situation and the severity of the facts, the suspension can be for the entire duration of the course. This is the unilateral decision of HRD Antwerp NV. In any such case (a temporary suspension or a suspension for the entire duration of the course), HRD Antwerp NV is not due to refund any course fees nor any related costs (hotel,...).
12. **Postponement.** In case the Training Course cannot take place due to a situation of force majeure ("Force Majeure") the Training Course will be postponed to a later date. Force Majeure includes all situations wherein the performance of the agreement by HRD Antwerp is in whole or in part, temporary or not, hindered by circumstances outside of the control of HRD Antwerp, even when such situation was foreseeable at the start of the Training Course. These situations include, without limitation, the following: lack of stock, delay in or cancellation of deliveries by suppliers of HRD Antwerp, machine failure, strike or lock-out, revolt, war, epidemics, flooding, high level of absenteeism due to illness, interruptions of information, (tele)communication, and/or internet, decisions or interventions by any government (including the refusal or cancellation of a license or permit), fuel deficiencies, and mistakes or delays due to third parties. HRD Antwerp is not obligated to evidence the unforeseeable or uncontrollable nature of the circumstance of the situation of Force Majeure. Alternatively, in such case Candidates have the right to cancel their Training Course free of charge, after which HRD Antwerp will reimburse the Candidate within 30 days.
13. **Severability.** When any of the articles, in whole or in part, of these T&C are unenforceable or otherwise in conflict with any mandatory legal provision, the validity and enforceability of the remaining articles or the remaining part of respective unenforceable or conflicting article of the T&C shall not be affected. The invalidity of any clause will not result in the invalidity of the entire agreement between parties. Parties agree to replace any invalid clause with a valid clause or clauses which will correspond with the intention of the parties and the spirit of the agreement as much as possible.
14. **Privacy Statement.** Shared personal data shall only be used to (i) administrate enrolment, (ii) send newsletters, and (iii) improve management of our website and services. According to the privacy law of 8/12/1992, the Candidates have the right to access their information, to request changes, and to oppose any processing thereof.
15. **Law and jurisdiction.** All agreements, to which these T&C apply, including all other agreements resulting therefrom, will be solely subject to Belgian law and the exclusive jurisdiction of the courts of Antwerp, the applicability of the Vienna Sales Convention of 11/04/1980 expressly excluded.

De Algemene Verkoopsvoorwaarden zijn beschikbaar in het Nederlands op uitdrukkelijke vraag van de kandidaat-student.

Les Conditions Générales de Ventes sont disponibles en français à la demande du candidat étudiant.

