

## General Terms and Conditions of The New Chic, established in Amsterdam

### CHAPTER I GENERAL

#### Article 1 Definitions

1.1 The New Chic is defined as the partnership firm The New Chic, established at (1057 AX) Amsterdam in the Orteliusstraat 145HS, registered in the Trade Register of the Chamber of Commerce under number 63479907. The New Chic is the user of these General Terms and Conditions.

1.2 Training/course is defined as a course, training, workshop/seminar or masterclass given by The New Chic.

1.3 Student/trainee is defined as the one who has agreed or signed a training agreement for a training/course given by The New Chic.

1.4 Buyer is defined as the one who concludes with The New Chic a purchase agreement for delivery of goods or products, as well as the one who orders The New Chic to provide services on his behalf.

#### Article 2 Applicability

2.1 These General Terms and Conditions apply and are fully applicable to all offers, quotations and agreements drafted by The New Chic, as well as all training, courses and activities carried out by The New Chic, deliveries and other (legal) acts.

2.2 By the digital application, the approval of the General Terms and Conditions and the (advance) payment for a training/course or by signing the training agreement, the student/trainee understands and accepts these General Terms and Conditions.

2.3 Each student/trainee shall receive a confirmation of the approved or signed training agreement with the (possible) payment term(s) after registration.

2.4 Application of the General Terms and Conditions imposed by the buyer or student/trainee is expressly rejected.

2.5 Derogation of the provisions established in these General Terms and Conditions can only be done by written agreement. The remaining provisions of these General Terms and Conditions, which are not expressly waived, shall continue to be fully applicable.

2.6 No rights can be derived for the future from any agreed written derogations from these General Terms and Conditions.

2.7 If any of the provisions of these General Terms and Conditions is null and void, the unenforceable provision shall be replaced by an enforceable provision that most closely

resembles the underlying intentions of the unenforceable provision. The same applies to provisions on which The New Chic cannot invoke for other reasons.

### Article 3 Offers and quotations

All offers, including quotations, are free of obligation, unless expressly specified otherwise.

### Article 4 Prices

4.1 Quotations are always made by The New Chic based on the prices applicable at the time of the offer.

4.2 The quoted prices are inclusive of VAT and other levies, taxes and government levies, unless otherwise specified.

4.3 If additional costs are incurred when carrying out the agreement (for example, in the event of exceptional performance, unusual work, or work which is especially time-consuming or requires extra effort) and/or additional risks, The New Chic shall charge a surcharge on the agreed prices, proportional to these costs and risks involved.

4.4 Previously agreed or applied prices do not bind The New Chic for the future.

## CHAPTER II TRAININGS

### Article 5 Agreement/Registration conditions

5.1 Registrations can be done either digitally via the website or in writing through a training agreement to be signed and to be submitted. Signing up for a training at The New Chic is done (preferably) by submitting a fully completed training agreement through the website [www.the-newchic.com](http://www.the-newchic.com)

5.2 All other registrations, including applications by telephone or e-mail, shall be confirmed by The New Chic by e-mail within three working days after receipt of the aforesaid application.

5.3 The registrations referred to in Article 5.2 shall be confirmed by The New Chic by a training agreement. The student/trainee can still choose to register via the website or through a written training agreement.

5.4 After The New Chic has received the completed training agreement as well as approval of the General Terms and Conditions and the student/trainee has made the (advance/down) payment, the training agreement shall be force. In case of a written registration, the agreement shall be in force upon receipt of the signed training agreement (both registrations are confirmed by e-mail).

5.5 If a student/trainee has questions of an administrative nature or with regard to the training, The New Chic will reply those within three working days.

In case a (written) question requires more time than the abovementioned response time, The New Chic will inform the student/trainee in writing with an indication of when a reply can be expected.

5.6 Students/trainees are placed in order of registration date.

5.7 The student/trainee or company, who according to the registration form is considered the debtor, shall receive the invoice. Further correspondence will be conducted directly with the student/trainee.

5.8 If the student/trainee has not yet reached the age of eighteen years, the competent parent or guardian must give permission for participation through a special form. This form can be requested via email [info@the-newchic.nl](mailto:info@the-newchic.nl) and must be submitted upon registration.

5.9 The New Chic reserves the right to exclude a student/trainee from participating if the training fee due is not paid in time and if it has not been credited to the account of The New Chic in accordance with the payment method set out in Article 8.

5.10 Through registration, the student/trainee undertakes to follow all the lessons and corresponding house rules related to the relevant training/course.

5.11 (Legal) acts of subordinates of The New Chic do not bind The New Chic unless and in so far as these (legal) acts are explicitly and in writing approved by The New Chic.

5.12 The commitments entered into by The New Chic will never imply more than a best effort obligation.

5.13 The New Chic is at all times authorized to let third parties carry out the agreement.

## Article 6 Cancellation/modifications by The New Chic

6.1 The New Chic cannot guarantee that the training/course will actually take place. The New Chic is entitled at all times to cancel a training/course without being required to pay any damages in any form whatsoever.

6.2 The training/course shall under no circumstances take place, if in the opinion of The New Chic, not enough students/trainees wish to participate in the training, course or workshop.

6.3 In case the training/course does not take place due to unforeseen circumstances, the notification thereof shall be made as soon as possible before the first (class) day of the training/course.

6.4 In case of cancellation of the training/course by The New Chic, the student/trainee is entitled to a refund of the down payment or the (full) training fee already incurred. The reimbursement deadline is four weeks after cancellation.

6.5 If a maximum number of students/trainees for a training/course has been set out and the number of registrations has reached this maximum, The New Chic is authorized to refuse students/trainees. They shall be notified by e-mail as soon as possible and no later than seven days before the start of the training/course.

6.6 The New Chic cannot guarantee that the student's/trainee's preferences are taken into account when determining the dates of the course days.

6.7 The New Chic is entitled to move the location or change the scheduled course days, or to replace teachers, without being required to pay any damages in any form whatsoever.

6.8 When changing training dates and/or location by The New Chic, the students/trainees shall be informed of this at least 24 hours before the relevant lesson commences.

6.9 If the student/trainee wishes to move a scheduled course day, the student/trainee must report this to The New Chic as soon as possible. The New Chic will check if there is a possibility for the student/trainee to follow the missed course(s) in another course cycle, subject to the existence of the relevant course cycle and sufficient capacity. The New Chic cannot guarantee this. The student/trainee shall be charged € 20, - per recovered course day.

## Article 7 Certificate/Exemptions and Retakes

7.1 The student/trainee receives a certificate of participation at the end of the training/course, under the condition that the student/trainee has completed properly all the relevant units of the training/course, and was at least 80% of the classes present.

7.2 The New Chic does not give exemption(s) for any units of a training/course.

## Article 8 Payment

8.1 The student/trainee must pay a down payment of € 500 when registering through the website, simultaneously with this digital registration by means of iDEAL or one of the other payment methods offered via the website/shop. The amount paid in advance shall be deducted from the rest of the training fee. The full course fee must be paid four weeks before the start of the course. Unless otherwise agreed. This invoice can be paid directly by means of iDEAL or one of the other payment methods offered via the website/shop, or transferred by the student/trainee to the bank account held by The New Chic.

8.2 In the case of a written registration, the student/trainee is deemed to pay the down payment of € 500, - within 7 days of the invoice date by transfer to the bank account held by

The New Chic. The full course fee must be paid four weeks before the start of the course. Unless otherwise agreed. The invoice received by e-mail can be paid either entirely or in instalments (as referred to in paragraph 3) by bank transfer to the bank account held by The New Chic.

8.3 In the case of payment by instalments, the remaining amount may be paid in two to four instalments. In the case of payment by instalments, the student/trainee shall in all cases receive the agreed payment terms with the final payment date per instalment stated on the invoice.

8.4 The payment period for each invoice is 14 days after the invoice date. In the case of payment by instalments, the specified payment dates per term as stated on the invoice shall apply. The student/trainee must ensure that the invoice is paid within this deadline. If the invoice is not paid within the payment period, there is a default. In the case of default, the entire amount of the training fee is immediately payable in full.

8.5 For any non-payment will be charged an amount of € 25.00. In the case of payment by instalments, the claim relating to the total amount of training fees due and the interest due shall be handed over after the second non-payment. The damage, namely the extrajudicial costs and interest that The New Chic will owe to this third party, will be collected from the student/trainee.

8.6 Defaults give The New Chic the right to deny the student/trainee (temporarily) access to the training until the student/trainee has made up the arrears and there is no longer any default.

## Article 9 Cancellation by student/trainee and refund

9.1 In case of a registration via the website (digital), or written registration, the student/trainee has a right of withdrawal, which means that the training/course can be cancelled within fourteen calendar days after registration.

9.2 For the written and digital registrations, the following shall apply when cancelling the training/course:

- If cancelled up to 2 months before the start of the relevant training/course/first course day, the student/trainee is entitled to receive the refund of the course fee. Any down payment will not be returned.
- If cancelled between 2 months and four weeks before the start of the relevant training/course/first course day, an amount of 50% of the total course fee is payable.
- In case of cancellation between four weeks and the start of the training/course/first course day of the relevant training/course, the full course fee is payable.

9.3 The student/trainee may cancel the registration as established in Article 9.1 or 9.2 by notifying The New Chic by e-mail or registered letter that the student/trainee abstains to

attend the training/course. If the student/trainee does not cancel the registration for a training/course in this manner, the student/trainee is required to pay the full course fee.

9.4 If the student/trainee cancels the registration for a training/course in due time, and in accordance with the provisions of Article 9.1 and 9.2, The New Chic will pay a refund of the already paid course fee within fourteen calendar days.

9.5 If the student/trainee decides to no longer follow the training/course after the start of the training/course, no refund will be made for the training fees paid and the student/trainee is obliged to pay any remaining training fees.

9.6 If the student/trainee is absent one or more lessons due to illness or accident, the student/trainee shall be given the opportunity, upon presentation of a doctor's certificate, to follow the missed lesson(s) in another course cycle, subject to the existence of the course cycle in question and sufficient capacity. In that case, the payment obligation shall not be transferred. There shall be no postponement of payment. When a class is recovered, € 20, - extra per day shall be charged to the student/trainee.

9.7 If the student/trainee is absent one or more lessons due to illness, accident or death of a family member in 1<sup>st</sup> and 2<sup>nd</sup> degree, the student/trainee shall be given the possibility, upon presentation of a doctor's certificate, to follow the missed lesson(s) in another course cycle, subject to the existence of the course cycle in question and sufficient capacity. In that case, the payment obligation shall not be transferred. There shall be no postponement of payment. When a class is recovered, € 20, - extra per day will be charged to the student/trainee.

9.8. In the event of the death of the student/trainee, the agreement is automatically terminated on the date of death. The training fee, after deduction of costs for the training/course up to the date of death, shall be refunded to the person entitled.

9.9 The student/trainee must behave as befits a proper student/trainee. The student/trainee abides by the applicable house rules (Appendix 1), of which the content is repeated and incorporated herein. If the student/trainee behaves in such a manner as to cause damage to the interests of The New Chic or to the interests of other students/trainees, The New Chic reserves the right to dissolve the agreement with the student/trainee. In this case, there shall be no refund of the training fee.

## Article 10 Confidentiality

10.1 Anyone who is involved in the execution of a training/course from The New Chic and who has access to information of which he/she knows or should reasonably suspect the confidential nature, is obliged to keep it confidential.

10.2 Both parties are obliged to maintain confidentiality of any confidential information they have obtained from each another or from another source within the framework of their

agreement. Information is considered to be confidential if the other party has indicated this or if this results from the nature of the information.

## Article 11 Complaints procedure

11.1 Disputes arising from this agreement may be submitted to the Complaints Committee of The New Chic and the Independent Appeals Committee.

11.2 Only after the committees mentioned in the previous paragraph have ruled on a complaint, a Dutch court may be involved.

11.3 If a student/trainee has a complaint about a training/course or postgraduate course, he/she shall attempt to resolve this with the teacher first. If this fails, he/she can file a complaint with the Complaints Committee of The New Chic.

11.4 The student/trainee sends the complaint in writing to the Complaints Committee of The New Chic.

The complaint shall include at least: - Name and address of the complainant - date of submission - description of complaint - grounds of complaint.

11.5 To submit complaints, the student/trainee sends his/her complaint to The New Chic, addressed to the Complaints Department, Orteliusstraat 145HS, 1057 AX Amsterdam. E-mail address: [info@the-newchic.com](mailto:info@the-newchic.com).

11.6 The deadline for filing a complaint is two working weeks. This period commences on the day following the date of the complaint.

11.7 The Complaints Committee shall provide the received with a day stamp and confirm the complainant within ten days, by e-mail that the complaint has been received and will be handled. The Complaints Committee will conduct an investigation before deciding.

11.8 The Complaints Committee shall give the student/trainee an indication of the expected time needed to handle, process it and answer the complaint.

11.9 The New Chic guarantees the student/trainee that every complaint will be dealt with carefully and with due regard to the student's/trainee's privacy.

11.10 The New Chic Complaints Committee shall decide within four working weeks after submission of the complaint. The Complaints Committee shall inform the student/trainee in writing no later than four weeks after the complaints have been submitted and will inform the decision to the student/trainee.

11.11 If the Complaints Committee needs more time to decide, it shall inform the student/trainee within the stipulated term of four working weeks. The Complaints Committee shall also indicate within which period the student/trainee can expect an answer.

11.12 All written complaints, with their manner of handling, shall be kept for a period of five years.

11.13 If a student/trainee disagrees with the decision of the Complaints Committee, he/she may appeal against this decision by the Appeals Committee of Complaints of The New Chic. This is an external independent committee. The written application must include at least:

- Name and address of the complainant
- Date of submission
- Description of the measure or decision against which an appeal is brought
- Grounds of appeal

The notice of appeal is addressed to: Appeals Committee of Complaints, Mrs. J. de Geus, Oostelijke Handelskade 16HS, 1019 BM Amsterdam.

11.14 The deadline for filing a notice of appeal is two working weeks. This period commences on the day following the date on which the measure or decision of the Complaints Committee has been announced.

11.15 The Appeals Committee of Complaints shall decide within four working weeks after the submission of the appeal and notices within four weeks the student/trainee. The Committee shall conduct an investigation before deciding. If the Appeals Committee of Complaints needs more time to decide, they shall inform the student/trainee within the stipulated term of four working weeks. The Appeals Committee also indicates within which period the student/trainee can expect an answer.

11.16 The New Chic accepts the verdict of the Independent Appeals Committee of Complaints. Any consequences will be handled as soon as possible, within two weeks.

11.17 The Appeals Committee of Complaints assures the student/trainee that any appeal will be dealt with carefully and with due regard to the student's/trainee's privacy.

11.18 All appeals shall be kept for a period of five years.

## Article 12 Intellectual Property Rights

12.1 All intellectual property rights relating to the course material/training material provided by The New Chic to the student/trainee are owned by The New Chic.

12.2 All documents provided by The New Chic, such as class material, readers, presentations, reports, etc., shall be property of the student/trainee after payment of the training fee, but are intended solely to be used by the student/trainee. They may not be reproduced, published, or disclosed to third parties without prior permission from The New Chic.

12.3 The New Chic will be the author in the sense of the Copyright Act of all work produced by the student/trainee during the trainings/courses. All rights of the student/trainee lapse in respect of the work produced by the student/trainee.



12.4 The New Chic reserves the right to use the knowledge acquired by the performance of the work for other purposes, provided that no confidential information is disclosed to third parties.

#### Article 13 Liability

13.1 The New Chic accepts no liability for damage to or theft of (personal) property of the student/trainee.

13.2 The New Chic does not guarantee in any way the accuracy and completeness of the content of the course/training material. Therefore, The New Chic accepts no liability for damages of any nature whatsoever resulting from actions and decisions based on the content of the course/training material.

13.3 The New Chic is not liable for any damages other than statutory liability. The New Chic is only liable for the damage to which The New Chic has insured itself by means of a liability insurance and for which it could reasonably be insured. The New Chic is never liable for consequential damage.

13.4 All damage caused by the student/trainee in the building, such as damage to furniture or equipment, etc. will be collected from the student/trainee or legal parent or guardian.

#### Article 14 Personal data

14.1 The student's/trainee's name, address and e-mail details will be included in The New Chic's address database and will be used for the organization of the trainings/courses and to keep the student/trainee informed of the offer of trainings/courses provided by The New Chic. The data is provided only to third parties if this is strictly necessary for the proper provision of the training and after permission of the student/trainee.

### CHAPTER III FINAL PROVISIONS

#### Article 15 Applicable law and disputes

15.1 All offers/quotations, acceptances, agreements, activities, deliveries and other (legal) acts of The New Chic are governed by Dutch law.

15.2 The New Chic shall submit exclusively all disputes arising from this training agreement, in respect of which the court has absolute jurisdiction, to the Amsterdam District Court.

## Appendix 1

### HOUSE RULES

1. Fifteen minutes before start of the class, the student/trainee will be given access to the location where The New Chic holds the training/course/seminar. The student/trainee is expected to be present on time, at least before the class begins.
2. During class, it is not allowed to use mobile phones.
3. The student/trainee is expected to leave the workplace assigned to him/her clean and orderly after use.
4. In case the student/trainee is absent due to illness or another urgent reason, the student/trainee must notify the contact person of the training/course as soon possible, and in writing by email via [info@the-newchic.com](mailto:info@the-newchic.com) at least one hour in advance.
5. The student/trainee must arrive prepared at the classes. The condition for this is to take the necessary materials, books and the homework assignment(s) made.
6. An active and motivated attitude is expected from the student/trainee during the training/course.
7. Smoking is not allowed within the location where The New Chic holds the training/course/seminar.
8. Students/trainees are not allowed to walk around the building and are only considered to be in the classroom and possibly the toilet rooms.