

Europe's leading authority in diamond certification

Terms and conditions HRD Antwerp nv, Education department Version December 2024 - revised (hereafter 'T&C')

2024 - 2025 EDUCATION T&C

- **1. 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, as well as design courses and similar courses (hereafter the 'Training Course(s)') at the head office of the HRD Antwerp group and abroad (worldwide).
- 2. 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 visa rejection, any advance payments made will be converted into vouchers for upcoming courses. 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. HRD Antwerp reserves the right to notify authorities in case of fraudulent enrolment.
- **3. 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.
- **4. 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.
- **5. Prices:** The applicable prices for the Training Courses are those indicated in the latest HRD Antwerp brochure, excluding VAT or regional applicable taxes, as amended from time to time. The latest schedule and price list can be consulted on the website.
- **6. Advance payment and other payment conditions:** An advance registration payment of at least 50% of the total enrolment fee is mandatory to be eligible for enrolling in the courses. Any outstanding balance must be paid to HRD Antwerp at least 15 days 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.
- 7. Refund: Refunds if any will be CONVERTED INTO VOUCHERS having a validity of two years from date of issue redeemable against any course at any HRD location. For more information, the participant can contact education@hrdantwerp.com
- 8. Discount Vouchers: Participants can only redeem ONE discount voucher per course. The

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combination of two or more discount vouchers is not accepted. Participants must mention the discount code when registering for the course.

- 9. 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. HRD Antwerp can only be held liable for any errors and omissions caused by gross negligence or intentional fault during the Training Courses. In all other situations, HRD Antwerp's liability is limited to the price of the Training Course concerned or any payments received in relation to this Training Course, whichever is less. Any damage claim is subject to a limitation period of 1 year after the final date of the Training Course.
- 10. 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.
- 11. Cancellation: Cancellation by the Candidate must be done in writing at the latest two weeks prior to the start of the Training Course. With the exception of cancellation due to Force Majeure or denied visa application, Candidates remain liable for payment of 50% of the advance registration fee as contractual compensation for administrative costs. In case of late cancellation for whatever reason, the total enrolment fee is due.
- 12. 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), HRD Antwerp, at its full discretion, reserves itself the right to refuse a student access to the training location and/or suspend for a part or the entirety of the Training Course, without any right to reimbursement.
- 13. Force Majeure: In case the Training Course cannot take place due to a situation of Force Majeure, the Training Course will be postponed to a later date. Furthermore, Candidates have the right to cancel their Training Course free of charge in case of Force Majeure, after which HRD Antwerp will convert the fees received into vouchers which the candidate can utilize for a future course. 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. These situations include, without limitation, the following:, 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 ("Force Majeure"). HRD Antwerp is not obligated to evidence the unforeseeable or uncontrollable nature of the circumstance of the situation of Force Majeure.
- 14. 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 the respective unenforceable or conflicting

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article of the T&C shall not be affected. The invalidity of any article will not result in the invalidity of these T&C.

- **15. 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. The Candidates have the right to access their information, to request changes, and to oppose any processing thereof all in accordance with the European privacy law ("General Data Protection Regulation"). Further information on these regulations, please consult our current Privacy Policy on the website www.hrdantwerp.com.
- **16. 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.