

## Registered Terms and Conditions

These Terms and Conditions have been registered at the Chamber of Commerce of The Hague under number 27159598.

## General

The following Terms & Conditions apply to all activities for participants, held by "Wijnstudio" in the Hague.

## Definition

The term "participant" means a participant in a course. In these terms and conditions a participant is also referred to as "you".

"Course" means any activity of Wijnstudio in the broadest sense, including: the Introduction Course, WSET courses Level 2 and Level 3, the Wine & Food Pairing Course "Basic Gastronomy", the Masterclass, the Wine-study tour, wine courses abroad, the wine tasting, the event.

## Components of the Terms and Conditions

The Terms and Conditions consist of the following components:

- General Terms and Conditions
- Examination Regulations
- Terms and conditions for a wine tour or wine course abroad
- Complaints procedure

## Article 1: Acceptance of Terms

These Terms and Conditions are attached to the registration form on the website of the Wijnstudio: [www.wijnstudio.nl](http://www.wijnstudio.nl). A reference to the terms and conditions is on the invoice of the course, which is automatically sent to the participant after registering. By registering on the course, the participant indicates he or she knows and accept the Terms and Conditions, including the regulations for an exam and a wine course and wine tour abroad, if applicable.

## Article 2: Registration and payment

Enrollment in a course shall be effected by means of a registration form on the internet. Herewith you (the participant) have taken the obligation of a full payment of the course, including the exam, if applicable. When you fail to fulfill your payment, we will hand over your invoice to a debt collection agency. All costs are at your expense, in accordance with the sliding scale for extrajudicial costs: in amounts up to Euro 2500 this costs will be 15% of the principal price with a minimum of 40 euros.

## Article 3: Deposit

By means of a down payment you have been reserving a place in a course, you are therefore obliged to pay the entire course. Wijnstudio has the right to reject your place in a course if not the entire course fee has been paid in advance.

## Article 4: Third party registration

A wine course that is enrolled to you by a third party is subject to our Terms and Conditions. The person who books is required to notify any participant who has been registered by him or her of these Terms and Conditions. They can be found at: [www.wijnstudio.nl/terms-and-conditions.pdf](http://www.wijnstudio.nl/terms-and-conditions.pdf).

## Article 5: Billing: exempt from VAT

An invoice will be sent automatically when you register with the registration form. Wijnstudio is recognized by the CRKBO as an educational institute for short vocational and therefore exempt from VAT. An exception is the introduction course and wine tasting with a recreational character. VAT for these courses is included in the price.

**Article 6: Cancellation by the participant**

When you have registered for a course, including a registration for a course that is paid for with a gift card, there is no cooling-off period or right on withdrawal if you wish to cancel your participation, for whatever reason. A participant may propose a person for replacement in the course, up to 2 days before the start of the course. For a wine trip or wine course abroad this period is limited to up to 7 days before the start of this trip. A replacement should be notified by e-mail to the Wijnstudio. During the duration of a course, a student cannot be replaced by someone else.

**Article 7: Failure to attend a course by illness or force majeure**

There will be no refund of payment or down payment if the participant is unable to attend (a part of) the course, or an exam. There is no right at substitute course days.

**Article 8: Gift voucher**

When purchasing a gift voucher there is a cooling-off period of 14 days. Within this period you can return the gift voucher to us and you will be refunded the purchase, unless the voucher has already been used for a course, or a reservation has been made.

**Article 9: Admission Policy**

The Wijnstudio has the right to refuse a participant prior to a course, if in the opinion of the Wijnstudio this participation could lead to a conflict.

**Article 10: Amendments to the course date, location or instructor**

The Wijnstudio reserves the right, in case of unforeseen circumstances, such as illness of a teacher or the unavailability of the meeting room, to change the course data and / or the course location before or during the course. The participant will be clearly informed about this. If a teacher is replaced no notification will be send to the participant, every teacher meets the standards of the Wijnstudio and/or WSET.

**Article 11: Abort of a course due to force majeure**

If, due to force majeure, the course must be aborted by the Wijnstudio, the payed course fee for the remaining course sessions will be refunded, minus the value of the received studypack.

The value of the WSET Level 2 study pack is set at € 90.-

The value of the WSET Level 3 study pack is set at € 130.-

The value of the remaining course sessions shall be determined based on the course fee at that time. Other costs of participants such as reserved days off or other intangible losses are not compensated.

**Article 12: Cancellation of the course by the Wijnstudio**

If the minimal number of 6 participants for a course is not obtained, Wijnstudio can decide to cancel the course. The participants shall be informed at least 2 days before the start of the course. The paid amount for this course will be returned within 7 days.

**Article 13: No liability through loss or damage**

The Wijnstudio accepts no liability for damage or loss of clothing or property caused by others during the course.

**Article 14: Use of alcohol and responsibility**

The teacher will never encourage immoderate alcohol consumption by participants. The wines that are being served are meant for wine tasting only. The Wijnstudio is not liable for the consequences of the use of alcohol before, during and after the course. The participant himself is responsible for a sensible alcohol consumption, especially where it concerns traffic safety and the use of medication.

**Article 15: Copy right on course materials**

Copyright of the WSET study pack rests with WSET in London. These materials are intended solely for the participant who has paid for it at the Wijnstudio.

It is not permitted to reproduce any material from a WSET course or distribute it without written permission from WSET. The "Systematic Approach to tasting" is free to use and distribution, as long as WSET is referred to as the owner of this method.

The copyright of the handouts, visual and other course material rests with the Wijnstudio. These materials are intended solely for the participant who has paid for it at the Wijnstudio. It is not permitted to reproduce and distribute course materials without written permission of the Wijnstudio. The various forms of "Aromazon" and "Aroma Wheel" are free to use, provided you always refer to the Wijnstudio as the owner of this method.

**Article 16: Answers to questions**

The Wijnstudio is obliged to answer all questions related to teaching or administrative nature as soon as possible, within 14 days. If more time is needed to respond (because we need information from third parties) we will inform and come back to you with a new term.

**Article 17: Examination regulations**

These rules are established to ensure peace and concentration and an equal opportunity to every exam candidate, and to prevent fraud.

- a) Examiner" means the examiner or invigilator.
- b) The examination rules start to apply when you enter the examination room. All instructions of the examiner must be immediately followed by the candidate. The candidate who is not obeying these instructions is disqualified, and his/her exam will be declared invalid.
- c) An examiner has the right to remove any exam candidate that fails to comply with the examination regulations or, to the judgment of the examiner, misbehave.
- d) Without proper identification you cannot sit the exam.

If you are violating one of the following rules your exam will be declared invalid:

- e) It is prohibited to take pictures in the exam room.
- f) Mobile phones and other equipment must be turned off and put away.
- g) On your table only materials are permitted that have been distributed by the examiner. You are allowed to bring water to your table.
- h) Bags, coats, books, etc. are stored in a place designated by the examiner.
- i) Exams may be opened only after the examiner has given permission.
- j) It is not allowed to copy (parts of) an exam, or to take it with you. Only examination papers are allowed on your table.
- k) If you leave the examination room during the exam you cannot come back, unless you are under supervision of an invigilator.
- l) During the exam you will respect silence, you may not communicate in any way with other candidates, including when leaving the room.
- m) When the examiner indicates that the exam is over you will immediately hand over the exam to the examiner.

**Article 18: Change of an exam date or a new exam date**

The exam date for a course is set at the start of the course and is always listed on the website.

The participant can apply only once for a change of the exam date if desired. The cost of changing an examination date is € 35,-

This request should be in the possession of Wijnstudio no later than four weeks before the exam.

After this period, or when the candidate does not appear on the exam for whatever reason, a new exam can be requested. This includes a new full exam fee.

The examination fee for WSET Award in Wine and Spirits Level 2 is € 135.-

The examination fee for WSET Wine and Spirits Award level 3 is € 245.-

The examination fee for WSET Award in Wine and Spirits Level 3 only theory or tasting is € 140,-

Every other exam organized by Wijnstudio can be redone once, provided a new exam fee is payed.

The date is set in accordance to the Wijnstudio. Usually, the exam date will be the next time that the examination is conducted. The examination fee for "Basic Wine Course", "Basic Gastronomy" and "Hospitality Wine Professional" is € 25.-

**Article 19: Exam results**

The Wijnstudio is offering limited feedback without costs for a candidate that did not pass any Wijnstudio exam. WSET is offering limited feedback at a payed base for a candidate that did not pass any WSET exam. WSET feedback forms can be obtained from the Wijnstudio. WSET- and Wijnstudio exams questions and answers are not made public.

**Article 20: Cancellation of examination by force majeure**

If, due to force majeure, Wijnstudio has to cancel an examination date, the student will be invited to attend the exam at a later date. The student has the right to choose between at least two dates.

The right to an exam expires after two years. No examination fee will be refunded.

Costs of students days off or other immaterial damages are not reimbursed. The Wijnstudio will strive to the utmost to avoid cancellation of an exam.

**TERMS AND CONDITIONS OR WINE TOUR OR WINE COURSE ABROAD**

All articles from the General Terms and Conditions apply on a wine tour or wine course abroad. In addition to this, the following articles shall apply. When speaking of wine tour, a wine tour or a wine course abroad is ment.

**Article 21: Travel Insurance**

Anyone who participates in a wine tour or wine course abroad is strongly recommended to purchase a travel- and cancellation insurance. The Wijnstudio does not take an insurance for any participant.

**Article 22: Modifications in the wine tour program**

The description of a wine tour on the website is an indication of a planned trip. In case of unforeseen circumstances Wijnstudio reserves the right to modify the program, before or during this trip. Wijnstudio will endeavor to deliver the complete program as offered on the website or come up with the best possible alternative.

**Article 23: Cancellation due to a lack of participants**

The minimum number of paying participants for a wine tour is 6 persons. If the wine tour has to be canceled due to a lack of participants, the participants will be notified no later than six weeks before the start of the wine tour. Full refunds of the course fee will made within 7 days.

**Article 24: Termination of the wine tour by force majeure**

If due to force majeure the Wijnstudio has to terminate the wine tour the payed fee for the remaining days will be refunded, minus the studypack. The death of a participant or trainer will always lead to termination of the wine tour.

The value of the WSET Level 2 studypack and the WSET level 3 study pack is stated in article 11. The value of the already enjoyed course time is determined based on the course fee at that time. Other costs of students such as holidays, travel expenses, repatriation expenses, travel time or other immaterial damages are not reimbursed.

**Article 25: Guarantee**

If the Wijnstudio gets into financial insolvency your wine journey is guaranteed by a third party, who shall continue the journey or make a refund.

This third party is "Mario Tertschnig Wine"

Cramer Brienen Straat 59

6225 BB Maastricht

mail: info@mario.wine

website: www.mario.wine

**Article 26: Disclaimer traveling.**

Wijnstudio cannot be hold accountabele for any damage caused by her actions, except for intent, deliberate recklessness or damage caused by death or injury.

**Article 27: Disclaimer outsider services**

If the Wijnstudio can be held accountable for damage caused by partners, the liability is restricted to a maximum of three times the payed course fee, unless the damage is caused by death or injury.

## **Article 28: Treaty law exclusion**

Whenever the Wijnstudio can be held liable for any damage, including damage caused by death or injury, this liability shall in any case be limited or excluded in accordance with the international conventions and / or EU regulations currently in force.

## **Article 29: Limitation**

A claim of a participant for compensation for any type of damage will expire one year after the damaging event occurred, unless the participant could not or should not be aware of the damage.

## **Article 30: Written cancellation and cancellation costs**

Cancellation of the travel contract by the participant must be sent in writing to the Wijnstudio. The date of receiving the written cancellation notice is decisive. If a contract is canceled, the Wijnstudio will charge the following:

- Cancellation till the 28th calendar day before departure: € 400, -
- Cancellation from the 28th calendar day until the 14th day before the departure: 50% of the fare;
- Cancellation from the 14th calendar day of the departure till departure day: 80% of the fare;
- Cancellation on the day of departure or later: the full amount.

## **COMPLAINTS PROCEDURE**

This complaints procedure is available 24 hours a day on our website: [www.wijnstudio.nl](http://www.wijnstudio.nl) under "Terms and Conditions". You will find the terms and conditions at the registration form page.

**We do our utmost to offer you a qualitative and inspiring course, event, wine tour, wine and food course, masterclass, introduction course, wine course abroad or other event. If you have a question or complaint, we would like to hear it from you directly, so that we can find a satisfactory solution. Our Terms and Conditions are leading in our answer to a complaint.**

However, if you feel that your complaint is misheard you can address your complaint by e-mail to us. You will receive our answer by e-mail.

Your complaint should be directed to:  
the Wijnstudio  
In attention to mr. J. Bronkhorst  
[info@wijnstudio.nl](mailto:info@wijnstudio.nl)

## **Description of the complaint**

We would like to hear from you what your complaint is and how you would like to see the complaint resolved.

## **Acknowledgment**

You will receive an acknowledgment by e-mail as soon as possible, within 7 days.

## **Handling of the complaint**

All complaints are handled by the Wijnstudio.

Exceptions are:

- WSET textbooks
- The WSET exam material
- The time of waiting on the outcome of the WSET exam
- The examination result of a WSET exam

These are matters on which the Wijnstudio has no influence. Complaints about these subjects will be directed to WSET in London. Exceptional situations, e.g. the student is not receiving an exam result or certificate, will be attended to the Wijnstudio.

We will continuously ensure that your complaint is carefully handled and answered within a reasonable time. All relevant information to your complaint that we receive will be communicated with you within 2 days. We will keep you informed about the expected duration of answering to your complaint.

### **Answering your complaint**

We strive to answer every complaint in the shortest possible term, within 4 weeks.

If more time is needed to deal with a complaint, we will inform you with a motivation and the time expected. All relevant information we receive concerning your complaint, will be shared with you within 7 days.

### **Confidentiality**

Your complaint will be treated confidentially and will not be shared with third parties.

### **Registration**

Any complaint will be kept in a record that is retained for one year.

This registration is to ensure our recognition as an educational institution.

### **Appeal against an answer to your complaint by an independent third party**

We commit ourselves to answer your complaint in a reasonably way and in a short-term.

However, there may be situations where we are not able to solve the whole complaint.

If you feel that your complaint has not been dealt fairly with, you can file an objection.

We will submit your objection to a third party and send you a copy. This third party is:

“Mario Tertschnig Wine”

Cramer van Brienestraat 59

6225 BB Maastricht

mail: [info@mario.wine](mailto:info@mario.wine)

website: [www.mario.wine](http://www.mario.wine)

The verdict of this party is binding for the Wijnstudio.