

Terms and Conditions

Version dated September 5, 2024

Article 1 – Definitions

1. **Student Company:** One or more students from an educational institution who, as part of their curriculum, form a company under the legal and fiscal responsibility of the Jonge Honden Foundation.
2. **Stichting Jonge Honden:** A foundation that offers educational institutions the opportunity to have students participate in the student company concept. Stichting Jonge Honden is responsible for financial processing, insurance, and reporting to the Tax Authority.
3. **Stichting Studentenbedrijf:** Responsible for managing the websites www.studentenbedrijf.nl and shop.studentenbedrijf.nl.
4. **Educational Institution:** The school or university with which Stichting Jonge Honden has an agreement to offer the student business concept.
5. **Cooling-off Period:** The period during which the customer may cancel.
6. **Users:** All visitors to the webshop.
7. **Customers:** A person who makes a purchase for non-business purposes.
8. **Right of withdrawal:** The customer's right to cancel a purchase within the cooling-off period.
9. **Distance contract:** A sales contract concluded via the internet or telephone.
10. **Model withdrawal form:** A standard form that the customer can use to cancel, included in the appendix to these terms and conditions.

Article 2 - Information about the student-run business

1. The student-run business operates under the Chamber of Commerce and VAT numbers of the Jonge Honden Foundation.
2. The Jonge Honden Foundation is responsible for the financial, tax, banking, and legal actions taken by the student-run business.

Address of the foundation

Stichting Jonge Honden
Kleiwerd 42
9746 CV Groningen

KvK-nummer: 01166795

BTW-nummer: NL8215 17 338 B01.

Article 3 - When these Terms and Conditions apply

1. These terms and conditions apply to every offer made by the student-run business and every agreement entered into via the internet or by phone.
2. Before making a purchase, the customer can read the terms and conditions. If that is not possible, the customer will receive them electronically so that they can keep a copy.

Article 4 - The Offer

1. If an offer is valid for a limited time or is subject to conditions, this will be clearly stated.
2. The offer includes a clear description of the product or service. Any images included accurately represent the product. Errors in the offer are not binding.
3. The offer includes all the information the customer needs to understand their rights and obligations.

Article 5 - The Agreement

1. The agreement is concluded as soon as the customer accepts the offer and meets the terms and conditions.
2. If the customer accepts the offer online, they will receive a confirmation via email. If the customer does not receive a confirmation, they may cancel the agreement.

Article 6 - Right to Cancel

1. The customer may cancel a purchase within 14 days without giving a reason. The student-run business may ask why the customer is canceling, but the customer is not required to provide an explanation.
2. The cooling-off period begins on the day the customer receives the product.
3. A 14-day cooling-off period also applies to services and digital content, beginning on the date the agreement is entered into. If the student-run business has already incurred costs in providing the service, the customer must pay those costs.

Article 7 - What the customer must do during the cooling-off period

1. During the cooling-off period, the customer must handle the product and its packaging with care. The customer may only use the product in the same way they would in a store.
2. If the product loses value due to the customer's fault, the customer may be held liable for such loss.

Article 8 - How the customer can cancel and the associated costs

1. If the customer wishes to cancel the order, they must notify us within the cooling-off period using the standard form or by other clear means.
2. The customer must return the product as soon as possible, but no later than 5 business days. This is not required if the student-run business offers to pick up the product itself.
3. The product must be returned with all accessories and, if possible, in the original packaging.
4. The customer is responsible for the risk of return shipping.
5. The costs of return shipping are the customer's responsibility.

Article 9 - What the student-run business must do in the event of cancellation

1. The student-run business will confirm via email that they have received the cancellation.
2. The student-run business will reimburse the customer for all costs incurred in connection with the returned product, with the exception of the return shipping costs.

Article 10 - Exceptions to the Right of Cancellation

1. The customer cannot cancel the order if the customer
 - Has ordered a custom-made product.
 - Has purchased a perishable product.
 - Has opened a sealed product that cannot be returned for hygiene reasons.
 - Has purchased a product that has been irrevocably mixed with other products.
 - Sealed audio or video recordings that have been opened

Article 11 - The Price

1. The prices listed in the offer include VAT and will not be increased during the offer's validity period, except in the event of changes to VAT rates.
2. Price increases within 3 months of the conclusion of the agreement are permitted only if required by law.
3. Price increases after 3 months are permitted only if the customer has the right to terminate the agreement.

Article 12 - Quality and Extended Warranty

1. The student-run business guarantees that its products and services comply with the terms of the agreement and legal requirements.
2. An extended warranty is a promise that goes beyond the student-run business's legal obligations.
3. The student-run business's extended warranty does not limit the customer's legal rights.

Article 13 - Delivery and Performance

1. The student-run business will handle the customer's order with care and deliver it as soon as possible, no later than 30 days.
2. If delivery is delayed, the customer will be notified within 30 days. The customer then has the right to cancel the agreement at no cost.
3. The risk of damage to or loss of products remains with the student-run business until the time of delivery.

Article 14 – Payment

1. The customer must make the payment directly via iDEAL, unless otherwise agreed.

Article 15 - Additional Rules

1. Please note that you are purchasing from a student-run business, which operates differently from a regular business.
2. Please keep this in mind when placing orders, returning items, and communicating with us.
 - a. Zie <https://studentenbedrijf.nl/wat-is-een-studenten-bedrijf/> for more information about the student-run business.
3. The student-run business operates under the Chamber of Commerce and VAT numbers of the Jonge Honden Foundation.
4. The Jonge Honden Foundation is responsible for the financial, tax, banking, and legal actions taken by the student-run business within the established rules.
5. Faculty members from the affiliated educational institutions monitor the students' compliance with the rules.
6. The Jonge Honden Foundation, the Student Company Foundation, and the supervising faculty members from the educational institution have access to customer orders and data. This is to support the student company in its educational activities.