

General Terms and Conditions

Article 1 – Identity of the entrepreneur

Conscious Health School Amsterdam
Loodskotterhof 46
1034 CN Amsterdam
chsa.nl
VAT-number: NL860824378B01
KvK-number: 76882659

Article 2 – Definitions

The following definitions apply in these terms and conditions:

Entrepreneur: the natural or legal person who offers remote services to consumers;

Consumer: the natural person who does not act in the exercise of a profession or business and who enters into a distance contract with the entrepreneur;

Technology for distance communication: means that can be used to conclude a contract, without the consumer and trader being physically in close proximity to each other, such as (but not limited to) by fax, telephone and internet;

Distance agreement: an agreement whereby, within the framework of a system for the sale or services at a distance of products and / or services organized by the seller or service provider (entrepreneur), up to and including the conclusion of the agreement use is made exclusively of one or more remote communication techniques;

Right of withdrawal: the possibility for the consumer to cancel the distance agreement within the reflection time;

Reflection time: the period within which the consumer can make use of his right of withdrawal;

Day: calendar day;

Duration transaction: a distance agreement with regard to a number of products and / or services, the delivery and / or purchase obligation of which is spread over a longer period;

Sustainable data carrier: any means that enables the consumer or entrepreneur to store information that is addressed to him / her personally in a way that allows future consultation and unaltered reproduction of the stored information.

Article 3 – Applicability

These general terms and conditions apply to every distance agreement concluded between the entrepreneur and the consumer and every offer from the entrepreneur.

Before the distance contract is concluded, the entrepreneur makes the text of these general terms and conditions available to the consumer. If it is not possible to make the general terms and conditions available in advance, before the distance contract is concluded, the entrepreneur will indicate that the consumer can view the general terms and conditions and that these will be sent free of charge as soon as possible at the request of the consumer. The text of these general terms and conditions can also be made available to the consumer electronically in such a way that the consumer can easily store it on a durable medium. If this is not possible, before the distance agreement is concluded, it will be indicated where the general terms and conditions can be read electronically and that they will be sent free of charge electronically or otherwise at the request of the consumer. If, in addition to these general terms and conditions, certain product or service terms and conditions apply, the second paragraph applies mutatis mutandis and the consumer may, in the event of conflicting (general) terms and conditions, always invoke the applicable provision that applies to him/her most beneficial.

Article 4 – The agreement

The agreement is concluded at the moment the consumer accepts the offer and meets the corresponding conditions.

The entrepreneur immediately confirms receipt of the acceptance of the offer electronically if the consumer has accepted the offer electronically. The consumer can terminate the agreement until the entrepreneur has not confirmed receipt of this acceptance.

The entrepreneur takes appropriate technical and organizational measures to secure the electronic transfer of data in case the consumer has accepted the offer electronically. The entrepreneur will take appropriate security measures if the consumer can pay electronically. In that context, the entrepreneur will ensure a safe web environment.

The entrepreneur will send the following information to the consumer with the product or service, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable medium:

the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;

the conditions for canceling the agreement if the agreement has a duration of more than one year or is of indefinite duration.

the information included in article 5, paragraph 3, unless the entrepreneur has already provided this information to the consumer prior to the execution of the agreement;

the information about the guarantees and after-sales service;

the conditions under which and the manner in which the consumer can make use of the right of withdrawal or a clear statement regarding the exclusion of the right of withdrawal;

The provision in paragraph 4 only applies to the first delivery if the entrepreneur has undertaken to deliver a series of products or services; The entrepreneur can inform himself (of course within the limits of the law) whether the consumer can meet his payment obligations, and of all those facts and factors that are important for a sound conclusion of the distance agreement. If on the basis of this investigation the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request or to attach special conditions to the implementation.

Article 5 – The offer

The entrepreneur will state explicitly if an offer has a limited validity or is subject to conditions.

The offer contains a complete, accurate and detailed description of the products and/or services offered, so that the consumer can properly assess the product/service. If images are used in the offer, these must be truthful images of the products and/or services offered. Obvious mistakes or errors in the offer, where it can be immediately clear to a consumer that there is a mistake or error, are not binding on the entrepreneur.

With an offer, the entrepreneur clearly states what the rights and obligations of a consumer are if the offer is accepted. Important are the

price including taxes;

delivery costs if applicable;

how the contract will be concluded and how the consumer can have it concluded;

method of delivery, payment or implementation of the agreement;

the way in which the consumer can become aware of acts that he does not want before concluding the agreement, as well as the way in which he can rectify these before the agreement is concluded;

the languages in which, in addition to Dutch, the agreement can be concluded;

the codes of conduct to which the trader is subject and the way in which the consumer can consult these codes of conduct electronically; and

the minimum duration of the distance agreement in the case of an agreement that involves the continuous or periodic delivery of products or services.

whether or not the right of withdrawal is applicable;

if the agreement is filed subsequent to its conclusion, the way in which this can be accessed by the consumer;

the level of the rate for distance communication if the costs of using the technique for distance communication are calculated on a basis other than the basic rate;

period for accepting the offer, or the period for which the price is honored;

Article 6 – The price

All prices of products or services offered are prices including VAT or have a VAT exemption. There can be no hidden extra costs in the offer such as taxes (VAT), lunch or accommodation costs. If these costs apply, they must be clearly stated with the offer.

The prices of the products and / or services offered are not increased during the validity period stated in the offer, subject to price changes as a result of changes in VAT rates.

If there are products or services whose prices are subject to fluctuations in the financial market on which the entrepreneur has no influence, the entrepreneur may, in deviation from the previous paragraph, offer the product / service with variable prices, provided that the entrepreneur clearly the offer states that these fluctuations may occur and that the prices are target prices.

Price increases within three months after the conclusion of the agreement are not permitted unless they are the result of statutory regulations or provisions.

Price increases from three months after the conclusion of the agreement are not permitted unless the entrepreneur has stipulated this, they are the result of statutory regulations or provisions or the consumer has the option to cancel the agreement at the moment that there is a price increase.

Article 7 – Payment

The amounts owed by the consumer must, unless otherwise agreed, be paid within fourteen days after delivery of the good or in the case of an agreement to provide a service, within 14 days after the delivery of documents relating to that service.

In the event of non-payment or non-payment by the consumer, the trader may, unless this is legally limited, charge reasonably incurred costs to the consumer, provided the consumer has been informed in advance.

Any inaccuracies in the payment data provided or specified must immediately be communicated by the consumer to the entrepreneur.

In general terms and conditions, when selling products to consumers, an advance payment of more than 50% may never be negotiated. Advance payment of more than 50% may be agreed. When an advance payment is stipulated, the consumer cannot assert any rights regarding the execution of the relevant order or service before the agreed advance payment has been made.

The course fee must be transferred to ING Bank account no. NL74 INGB 0008 3303 09 in the name of Conscious Health School Amsterdam.

Article 8 – Right of withdrawal upon delivery of services

With the delivery of services for at least 14 days, starting on the day of entering into the agreement, the consumer has the option of dissolving the agreement without giving reasons.

The consumer will follow the reasonable and clear instructions provided by the trader with regard to the offer and / or at the latest with regard to the use of his right of withdrawal. If the consumer wants to make use of the right of withdrawal, he must inform the entrepreneur in writing or by email that he wants to terminate the agreement. The consumer will receive a credit invoice from the entrepreneur within 14 days after termination. After a date past the first 14 days after purchase, the cancellation scheme stated on the website will take effect.

Article 9 – Costs in case of withdrawal

If the consumer uses the right of withdrawal within the period of seven days after purchase, there are no costs involved.

If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 30 days after the return or cancellation.

Article 10 – Exclusion of the right of withdrawal

The right of withdrawal can only be excluded by the entrepreneur if the entrepreneur clearly stated this in the offer and in time for the conclusion of the agreement.

Exclusion of the right of withdrawal for services is possible:

in betting and lotteries.

for services for which delivery has begun with the express consent of the consumer before the cooling-off period has expired;

concerning transport, transport, restaurant business, accommodation or leisure activities to be carried out on a certain date or during a certain period;

Article 11 – Duration transactions

In the case of an agreement that has been entered into for an indefinite period of time, the consumer can always cancel with due observance of the agreed termination rules and a notice period of at most one month.

The maximum duration for a fixed-term contract is two years. If it has been agreed that the distance agreement will be extended if the consumer is silent, the agreement will be continued as an agreement for an indefinite period of time and the cancellation period after continuation of the agreement will be a maximum of one month.

Article 12 – Delivery and implementation

The entrepreneur will take the greatest possible care when assessing requests for the provision of services.

The entrepreneur recognizes electronic communication and will not deny its validity or legal effect due to the mere fact that the communication is electronic.

If delivery of a certain service proves to be permanently impossible, the entrepreneur will endeavor to make a replacement comparable service available. With replacement services, the right of withdrawal cannot be excluded and the consumer is free to dissolve the agreement under the procedure stated in Article 8.

The address that the consumer has communicated to the entrepreneur serves as the place of billing.

In the event of termination on the grounds of the previous paragraph, the entrepreneur will refund the amount paid by the consumer as soon as possible, but no later than 30 days after termination.

Due to illness or too few participants, the entrepreneur has the right to cancel the course. As soon as possible, but no later than 10 days after cancellation, the course fee already paid will be refunded.

Article 13 – Warranty

A scheme offered by the trader, manufacturer or importer as a guarantee can cover the rights and claims that the consumer has with regard to a shortcoming in the fulfillment of the trader's obligations to the trader based on the law and / or the distance agreement do not limit or set aside.

Article 14 – Conformity

The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of usability and/or reliability and the legal provisions existing on the date of the conclusion of the agreement and/or government regulations.

Article 15 – Complaints

The entrepreneur has a well-publicized complaints and deals with complaints under this procedure.

In addition to this provision, the [complaints procedure](#) can be found on the CHSA site as well as requesting a paper version from the school.

Article 16 – Additional or different provisions

Additional or deviating provisions from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored in an accessible manner on a durable medium by the consumer.

Article 17 – Modification of the general terms and conditions

Changes to these terms and conditions will only take effect after they have been published correctly. In the event of changes during the term of an offer, the most favorable provision(s) for the consumer will prevail.

Article 18 – Applicable law

Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law.

Article 19 – Work processes

All information provided by customers and/or participants is confidential for the institute, its employees and the teachers.

Article 20 – Copyright

All course material is copyrighted by Gary Douglas of Access Consciousness. The customer can use the course material for his own use but may not distribute it without the permission of the above copyright owner.

Article 21 – Cancellation policy

The following cancellation policy applies to the workshops:

If you cancel 7 days in advance of the date of the workshop, € 45.00 administration fee will be charged.

If you cancel within 7 days, the entire amount will be charged.