

Harmony & Health Yogaretreat – General Terms and Conditions

Drafted on 28 March 2018

General Terms and Conditions of Harmony & Health Yogaretreat, established at Celsiusstraat 92, 2562TG, in 's-Gravenhage, the Netherlands, registered with the Chamber of Commerce under number 58524398.

Definitions

In these General Terms and Conditions, the following terms are used as defined below, unless explicitly stated otherwise.

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| <i>General Terms and Conditions:</i> | The General Terms and Conditions as stated below. |
| <i>Harmony & Health Yogaretreat:</i> | Harmony & Health Yogaretreat, registered with the Chamber of Commerce under number 58524398. |
| <i>Service:</i> | All work, of whatever form, that Harmony & Health Yogaretreat has carried out for, or for the benefit of, the Client. |
| <i>Honorarium:</i> | The financial reimbursement that is agreed with the Client for the performance of the assignment. |
| <i>Distance service- provision scheme:</i> | Every contract concluded between the Client and the Harmony & Health Yogaretreat, where under an organised distance service-provision scheme, with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded, such as a website, telephone or other means of distance communication. |
| <i>Assignment:</i> | The contract of instruction to provide services. |
| <i>Client:</i> | The one who has accepted the validity of these General Terms and Conditions and given instructions for the provision of the Service. |
| <i>Contract:</i> | Any contract entered into between Harmony & Health Yogaretreat and the Client. |

Scope

These General Terms and Conditions apply to every quotation and Contract entered into between Harmony & Health Yogaretreat and the Client, unless the parties are departed from the General Terms and Conditions explicitly and in writing.

These General Terms and Conditions are also applicable to contracts with Harmony & Health Yogaretreat for the implementation of which third parties must be involved.

The applicability of any of the Client's purchasing conditions or other general terms and conditions is expressly excluded.

If one or more provisions of these General Terms and Conditions are void or voidable, the other provisions of these General Terms and Conditions remain in effect. In this event, Harmony & Health Yogaretreat and the Client will consult with each other to agree new provisions to replace the void or voided ones.

Departures from the Contract and the General Terms and Conditions are only valid if they are explicitly agreed with Harmony & Health Yogaretreat in writing.

If Harmony & Health Yogaretreat not always require the strict compliance of these General terms and Conditions, this will not mean that the provisions of the General terms and Conditions will not apply, or that Harmony & Health Yogaretreat to any degree would lose the right in other cases to demand the strict compliance of these General terms and Conditions.

Offers and/or quotations

Offers and/or quotations should preferably be made in writing and/or in electronic form, unless pressing circumstances make this impossible.

All offers and/or quotations are without obligation/non-binding, unless a period for acceptance is stated in the offer and/or quotation. If in the offer and/or quotation a period for acceptance is stated the offer or quotation will lapse after this period has expired.

Harmony & Health Yogaretreat cannot be held to its offer and/or quotations if the Client, in accordance with the requirements of reasonableness and fairness and generally accepted standards, should have understood that the offer and/or quotation or an element thereof contains a manifest fault or clerical error.

If the acceptance departs from the offer and/or quotation included in the offer and/or quotation, whether or not on points of minor importance, then Harmony & Health Yogaretreat is not bound by this. The Contract then does not come into being in accordance with this differing acceptance, unless Harmony & Health Yogaretreat indicates otherwise.

A composite offer and/or quotation does not oblige Harmony & Health Yogaretreat to perform an element of the Assignment for a corresponding part of the stated price.

Offers and/or quotations do not automatically apply to future orders or reorders.

Formation of the contract

The Contract comes into being through the timely acceptance by the Client of Harmony & Health Yogaretreat's offer and/or quotation.

Booking, Reservations and deposit

Booking of the services of Harmony & Health Yogaretreat can be done both by telephone and in writing by Client.

In the event of written booking, this must be done by means of a website www.harmonyhealthyogaretreat.com/boekingsformulier to fill in and send booking form.

If it is not possible for the Client to fill in or send the booking form, the Client can request the form by e-mail or by telephone at Harmony & Health Yogaretreat. Once this form has been completed and received by Harmony & Health Yogaretreat, Harmony & Health Yogaretreat sends a confirmation of receipt to the Client.

If the Client is booking a Yoga trip, the Client will receive a booking confirmation within a few days with the invoice of the deposit. This invoice of deposit must be paid by the Client within 8 days. The remaining amount must be paid at least 8 weeks before departure, unless explicitly and in writing otherwise agreed with the tour operator.

Duration of the contract

The Contract will be concluded for an indefinite period, unless the nature of the Contract states otherwise or if parties have agreed otherwise explicitly and in writing.

Other Terms and Conditions of the agreement

The tour leader will only participate if the group consists of 10 or more persons in case the Teachertraining is concerned. In All other cases the tour leader is always present. This will be communicated to you during the booking process. If the Client decides to go alone then that can also be arranged. In both cases, the Client must take care of a ticket and visa. In case of YogaRetreat, the journey will only take place if the groups consist of 10 or more people. In any event, the Client shall be informed of the fact whether the journey will take place or not 2 months before the start of the agreement. The Client must pay 50% of the fare at the time of booking.

Ending of the contract

Harmony & Health Yogaretreat and the Client could terminate the Contract at any time by mutual consent.

Both Harmony & Health Yogaretreat and the Client can cancel the agreement free of charge within thirty days of the conclusion of the agreement. In the event that the Client cancels up to 30 days after booking, the payment the Client has already made shall be reimbursed.

If the Client wishes to cancel the agreement after thirty days have passed since the booking, the Client has no claim to the amount of money already paid to Harmony & Health Yogaretreat. However, the Client may have his place taken by a third party, provided that the relevant third party pays the remaining amount of the fare to Harmony & Health Yogaretreat.

If the Client has chosen to let the transport to the accommodation, as well as a few nights in the accommodation, be arranged by Harmony & Health Yogaretreat, this is not included in the package. In the event that the Client proceeds to cancel the package, the costs incurred by Harmony & Health Yogaretreat in consultation with the Client, but which fall outside the package, will not be reimbursed by Harmony & Health Yogaretreat. In the case of costs that fall within the package, they will be reimbursed by Harmony & Health Yogaretreat, if the Client makes use of his cancellation option within 14 days of the date of the booking. If the aforementioned 14 days have already expired, the Client may nominate a third party who will take his place.

In the case of insufficient participants, a posted yogaretreat-travel will be cancelled within a reasonable time, but no later than 60 days prior to the journey, by the travel agency.

In case of cancellation due to insufficient participants, payments already made by the participant(s) are refunded.

Other claims arising out of the cancellation are at the Client's expense and risk. Harmony & Health Yogaretreats cannot therefore be addressed to these claims.

Amendments to the contract

If, during the implementation of the Contract, it becomes apparent that it is necessary to amend or supplement the Contract to ensure its proper implementation, then Harmony & Health Yogaretreat will inform the Client of this as soon as possible. The parties will then amend the Contract in a timely manner and in mutual consultation.

If the parties agree that the Contract will be amended or supplemented, this can influence the time of the completion of the implementation. Harmony & Health Yogaretreat will inform the Client of this as soon as possible.

If the amendment or supplementation of the Contract will have financial, quantitative and/or qualitative consequences, then Harmony & Health Yogaretreat will inform the Client of this in advance.

If a fixed Honorarium and/or fee is agreed, then Harmony & Health Yogaretreat will indicate the extent to which the amendment or supplementation of the Contract will influence the price. In this event Harmony & Health Yogaretreat will attempt, as far as possible, to issue a quotation in advance.

Harmony & Health Yogaretreat may not make any additional charges if the amendment or supplementation is a consequence of circumstances that can be attributed to Harmony & Health Yogaretreat.

Amendments to the Contract originally entered into between the Client and Harmony & Health Yogaretreat are only valid from the time at which these amendments are accepted in writing by both parties by means of a supplementary or amended Contract.

Implementation of the contract

Harmony & Health Yogaretreat will implement the Contract to the best of its knowledge and ability, and in accordance with the requirements of good workmanship.

Harmony & Health Yogaretreat is entitled to arrange for certain work to be carried out by third parties. The applicability of articles 7:404, 7:407, paragraph 2 and article 7:409 of the Dutch Civil Code is explicitly excluded.

Harmony & Health Yogaretreat is entitled to implement the Contract in phases.

If the Contract is implemented in phases, Harmony & Health Yogaretreat is entitled to invoice and require payment for each implemented element separately. If and for as long as this invoice is not paid by the Client, Harmony & Health Yogaretreat is not obliged to implement the following phase, and is entitled to suspend the contract.

If the Contract is implemented in phases, Harmony & Health Yogaretreat is entitled to suspend the implementation of those elements that belong to the following phase or phases until the Client has approved in writing the results of the preceding phase.

The Client will issue all information or instructions that are necessary for the implementation of the Contract, or which the Client can be reasonably expected to understand are necessary for implementation of the Contract, to Harmony & Health Yogaretreat in a timely manner.

If the above-mentioned information and instructions are not issued, or not issued in a timely manner, then Harmony & Health Yogaretreat is entitled to suspend the implementation of the Contract. The additional expenses that are incurred through the delay will be borne by the Client.

Honorarium

The Honorarium and/or the fees are expressed in euros, inclusive of VAT and other government levies for Consumers, unless indicated otherwise.

The Honorarium and/or the fees are expressed in euros, exclusive of VAT and other government levies for Companies, unless indicated otherwise.

The Honorarium and/or the fees are expressed in euros, inclusive of travel, accommodation, packaging, delivery, transportation costs and administration costs, to the extent that they fall within the package chosen by the Client.

If there isn't a Honorarium and/or fee expressly agreed, the Honorarium and/or fee will be determined by the actual amount of hours and the usual hourly fee of Harmony & Health Yogaretreat.

Harmony & Health Yogaretreat will provide a statement of all associated costs, or provide information on the basis of which these costs can be calculated by the Client, in a timely manner before the Contract is entered into.

Amendment of honorarium

If Harmony & Health Yogaretreat agrees a fixed Honorarium and/or fee when the Contract is entered into, then Harmony & Health Yogaretreat is entitled to increase this Honorarium or fee, also when the Honorarium or fee is not originally specified provisionally.

If Harmony & Health Yogaretreat has the intention of amending the Honorarium and/or fee, it will inform the Client of this as soon as possible.

If the increase of the Honorarium or fee takes place within three months of the Contract being entered into, the Client can terminate the Contract by means of a written statement, unless:

- the increase arises from a right of Harmony & Health Yogaretreat or an obligation resting upon Harmony & Health Yogaretreat in accordance with the law;
- the increase is due to a rise in the price of raw materials, wages etc. or on other grounds that could not reasonably have been foreseen when the Contract was entered into;
- Harmony & Health Yogaretreat is still prepared to implement the Contract on the basis of that which was originally agreed;
- it is stipulated that the implementation will be carried out more than three months after the Contract was entered into.

The Client is entitled to terminate the Contract if the Honorarium or the fee are increased more than three months after the Contract was entered into, unless it is stipulated in the Contract that the implementation will be carried out more than three months after the Contract was entered into.

Harmony & Health Yogaretreat will inform the Client in the event of the intention to increase the Honorarium or the fee, stating the extent of the increase and the date upon which it will take effect.

Distance service-provision scheme

In the event of distance service-provision scheme Harmony & Health Yogaretreat has the right to oblige the Client to pay at most 50 percent of the Honorarium in advance.

In the event of distance service-provision scheme the Client has the right to withdraw the contract during a period of fourteen days, without giving any reason.

If Harmony & Health Yogaretreat did not has provided the required information regarding the right of withdrawal or did not issued the information in the correct form, the Client has the right to terminate the Contract, without given any reason, during a period of three months. If the Harmony & Health Yogaretreat will provided the Client with the above-mentioned information during the three month, the withdrawal period shall expire fourteen days after the day upon which the Client receives that information.

If the Client used his right to terminate the Contract, Harmony & Health Yogaretreat will reimburse all payments received from the Client within a period of thirty days after the dissolution of the Contract.

The right to withdrawal lapses at the moment the Service is completely performed. In addition, the right to withdrawal lapses if Harmony & Health Yogaretreat started with the performance of the Service with the prior express consent of the Client and if the Client acknowledge that he will lose his right of withdrawal once the contract has been fully performed by the Harmony & Health Yogaretreat.

In the event that the Client used his right to withdrawal the Contract, Harmony & Health Yogaretreat will reimburse all payments received from the Client within a period of fourteen days after the withdrawal of the Contract.

The provisions of this article shall not apply if the Contract regards to

- travel contracts
- financial services
- services regarding accommodation, transport, hotel or catering;
- services which are performed on a specific date or during a specific period;
- services for which the price is dependent on fluctuations in the financial market which cannot be controlled by the trader and which may occur within the withdrawal period;
- services which are performed within the cooling-off period with the consent of the Client;
- services that are specially performed;

- services custom made;
- goods specifically made for the Client.

Implementation periods

The work will be carried out within a period stated by Harmony & Health Yogaretreat.

If a period is agreed or stated for the performance of particular work, then this period is only indicative and is not to be regarded as a strict deadline.

If Harmony & Health Yogaretreat needs information or instructions from the Client that are necessary for the implementation of the Contract, then the implementation period will commence after the Client has provided these to Harmony & Health Yogaretreat.

If an implementation period is exceeded, the Client must issue Harmony & Health Yogaretreat with a written notice of default, whereby Harmony & Health Yogaretreat will be offered a reasonable period to nonetheless implement the Contract.

A notice of default is not necessary if the implementation has become permanently impossible, or it otherwise becomes apparent that Harmony & Health Yogaretreat will not meet its obligations arising from the Contract. If Harmony & Health Yogaretreat does not commence implementation within this period, then the Client is entitled to terminate the Contract without judicial intervention and/or seeking compensation.

Payment

Payment will take place by means of transfer to a bank account specified by Harmony & Health Yogaretreat, unless agreed otherwise. Transfer will take place by means of an invoice or transfer.

Payment must be made in advance for 50% of the amount to be paid.

The other 50% may, if the Client deems it appropriate, be paid two months before the departure to India unless otherwise agreed with the organizer.

If the Client chooses to pay the remaining 50% on arrival in India, payment can only be made in cash and must be paid in Dutch currency to the designated contact person within 24 hours after arrival in India. In case payment is done after these 24 hours, the course will be cancelled and the costs will be for the Client.

The Client is not authorised to deduct any amount from the payable amount by reason of a counterclaim made by the Client.

Harmony & Health Yogaretreat is entitled to invoice the Client for work carried out in the period in question. Invoicing will take place monthly.

Harmony & Health Yogaretreat and the Client may agree that payment be made in instalments in proportion with the progress of the work. If payment in instalments is agreed, the Client must make payment in accordance with the periods and percentages as established in the Contract.

Objections to the level of the invoice do not have the effect of suspending the payment obligations.

After the expiry of a period of 14 days after the invoice date, the Client will be, without a notice of default, by operation of law in default. The Client has to bear from the moment of default on the immediately claimable amount an interest at the rate of 3% per month, unless the statutory interest rate is higher.

In the event of bankruptcy, suspension of payment or placement under conservatorship, the amounts owed to Harmony & Health Yogaretreat and the obligations of the Client towards Harmony & Health Yogaretreat are immediately claimable.

Collection costs

If the Client is in default or in breach of the Contract in fulfilling its obligations (in a timely manner) then all reasonable costs incurred to obtain an out-of-court settlement are payable by the Client. The Client is in any event liable to pay the collection costs.

With regard to the extrajudicial (collection) charges, Harmony & Health Yogaretreat is entitled – in departure from article 6:96 paragraph 5 of the Dutch Civil Code and the Payment of Extrajudicial Collection Charges Decree – to a payment of 15% of the total outstanding principal sum, with a minimum of € 90,- for every invoice that is wholly or partly unpaid.

With regard to the extrajudicial (collection) charges, Harmony & Health Yogaretreat is entitled to a payment of the maximum sum that is determine in the Payment of Extrajudicial Collection Charges Decree

Harmony & Health Yogaretreat is only entitled to a reimbursement of extrajudicial collection charges after the Harmony & Health Yogaretreat send the Client a reminder to pay within 14 days the outstanding invoice or invoices after the Client came into default.

Any reasonable legal costs and execution costs incurred are also payable by the Client.

Suspension

If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully or in a timely manner, then Harmony & Health Yogaretreat is entitled to suspend the corresponding obligation. In the event of partial or inadequate fulfilment, suspension is only permitted in so far as this is justified by the shortcoming.

Moreover, Harmony & Health Yogaretreat is entitled to suspend the fulfilment of the obligations if:

- after the Contract is entered into, Harmony & Health Yogaretreat becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
- the Client is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
- circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of Harmony & Health Yogaretreat.

Harmony & Health Yogaretreat reserves the right to claim compensation.

Termination

If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully, in a timely manner or properly, then Harmony & Health Yogaretreat is entitled to terminate the Contract with immediate effect, unless the shortcoming, in view of its limited significance, does not justify the termination.

Moreover, Harmony & Health Yogaretreat is entitled to terminate the Contract with immediate effect if:

- after the Contract is entered into, Harmony & Health Yogaretreat becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
- the Client is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
- due to a delay on the part of the Client, Harmony & Health Yogaretreat can no longer be required to fulfil the Contract under the originally agreed conditions;
- circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of Harmony & Health Yogaretreat;
- the Client is declared bankrupt, submits an application for a suspension of payment, requests the application of debt rescheduling for natural persons or is served with a writ of sequestration on all or part of its property;
- the Client is placed under conservatorship;

- the Client deceases.

Termination will take place by means of a written declaration, without judicial intervention.

If the Contract is terminated, the Client's debts to Harmony & Health Yogaretreat become immediately due and payable.

If Harmony & Health Yogaretreat terminates the Contract on the above-mentioned grounds, Harmony & Health Yogaretreat is not liable for any costs or compensation.

If the termination is attributable to the Client, the Client is liable for the damage suffered by Harmony & Health Yogaretreat.

Force majeure

Breaches may not be attributed to Harmony & Health Yogaretreat or the Client if they are not their fault, or if they are not accountable by law, juristic act, or according to the generally accepted standards. In this case the parties are also not bound to fulfil the obligations arising from the Contract.

In these General Terms and Conditions, the term "force majeure" is defined as – in addition to what is understood in law and jurisprudence in this regard – all external causes, foreseen or unforeseen, upon which Harmony & Health Yogaretreat can exercise no influence and through which Harmony & Health Yogaretreat is not able to fulfil its obligations.

Circumstances regarded as resulting in force majeure include strikes, lockouts, fire, water damage, natural disasters or other external contingencies, mobilisation, war, traffic congestion, blockades, import or export restrictions or other government measures, stagnation or delay in the supply of raw materials or machinery components and lack of labour forces, as well as any circumstances through which normal business operations are impeded, as a result of which the fulfilment of the Contract by Harmony & Health Yogaretreat cannot be reasonably sought by the Client.

Harmony & Health Yogaretreat is also entitled to invoke force majeure if the circumstance that hinders (further) fulfilment of the Contract occurs after Harmony & Health Yogaretreat should have fulfilled its obligations.

In case of force majeure the parties are not obliged to proceed with the Contract, and are not bound to pay any compensation.

During the period that the force majeure continues, both Harmony & Health Yogaretreat and the Client can fully or partly suspend the obligations arising from the Contract. If this period lasts for longer than 2 months, both parties are entitled to terminate the Contract with immediate effect, by means of a written notification, without judicial intervention and without the parties being able to claim any damages.

If the situation of force majeure is of a temporary nature, Harmony & Health Yogaretreat reserves the right to suspend the agreed service for the duration of the situation of force majeure. In the event of permanent force majeure both parties are entitled to terminate the Contract without judicial intervention.

If at the time of the occurrence of force majeure Harmony & Health Yogaretreat has already partly fulfilled, or will fulfil, its obligations arising from the Contract, and independent value accrues to the part fulfilled or to be fulfilled, then Harmony & Health Yogaretreat is entitled to separately invoice the part already fulfilled or to be fulfilled. The Client is bound to pay this invoice as if there were a separate Contract.

Guarantee

Harmony & Health Yogaretreat accordingly guarantees that the work carried out by it will conform with the Contract and will be properly carried out with good workmanship and using proper materials.

Harmony & Health Yogaretreat does not guarantee domestic airline tickets in India. These flight tickets will never be reimbursed by Harmony & Health Yogaretreat, even if they are included within the package chosen by the Client. Domestic airline tickets in India are almost never Refundable.

The guarantee stated in these General Terms and Conditions applies to usage within and outside Europe.

If the Service provided does not conform with the Contract, Harmony & Health Yogaretreat will, after notification of this, provide a replacement or carry out a repair at no charge.

When the guarantee period has expired, all costs of repair or replacement, including administrative, shipping and call-out charges, will be borne by the Client.

No form of guarantee covers damage caused by incompetent use or lack of care, or as a result of alterations made by the Client or by third parties, nor does Harmony & Health Yogaretreat provide any guarantee for damage arising as a result of these defects.

The guarantee also becomes inoperative if the defect has arisen through or is a result of circumstances beyond the control of Harmony & Health Yogaretreat. These circumstances include weather conditions.

Exclusion

Harmony & Health Yogaretreat reserves the right to exclude (potential) participants from participation or further participation.

The (potential) participant causing serious nuisance, in the sense that a normal performance of the journey is seriously/has been seriously hampered, may be excluded by the organization or Harmony Health Yogaretreat prior to the participation or during the participation.

In the case of exclusion as defined in this article, any right of participant to restitution of the fare, or part thereof, or any other form of compensation shall lapse.

Any costs to be incurred in regards to the exclusion referred to in this article shall be entirely at the expense and risk of the participant concerned.

Special requirements/wishes of the Client

When the Client has special wishes or requirements, Harmony & Health Yogaretreat will endeavor to meet these wishes or requirements. for instance the location of the Client's room in the accommodation.

If the Client has special wishes or requirements, Harmony & Health Yogaretreat can in no way guarantee that these wishes or requirements will also be met, unless specifically and in writing otherwise stated.

Any costs associated with the fulfilment of special wishes or requirements of the Client are at the expense and risk of the Client.

Where the means of transport are used, no fixed place or preference shall be assigned to the Client for such means of transport. The Client is therefore not entitled to a particular place and is deemed to have a daily exchange of seats if required.

Examination and claims

The Client is obliged to examine the Service at the moment of performance, but in any case within 2 days after the performance of the Service. The Client must examine whether the quality and quantity of the Service comply with what the parties agreed, at least meet the requirements that are common in trade.

Visible defects and shortcomings have to be reported within 2 working days after the performance of the Service in writing to Harmony & Health Yogaretreat.

Non-visible defects and shortcomings have to be reported within 2 working days after its discovery to Harmony & Health Yogaretreat.

In the event that the Client has the status of a consumer, the Client must notify Harmony & Health Yogaretreat in writing of visible and non-visible defects and deficiencies within 2 months of the performance of the service.

The right to (partial) restitution of the price, repair or replacement or compensation lapses, if the defects will not be reported within the prescribed period, unless the nature of the Service states otherwise or from circumstances of the case a broader period arises.

The payment obligation will not be suspended if the Client reports the defect to Harmony & Health Yogaretreat within the prescribed period.

Liability

Client is obliged to take care of travel insurance. Any damage suffered by the Client having no or no proper travel insurance cannot be recovered from Harmony & Health Yogaretreat.

The Client is obliged to provide proof of his/her travel insurance to Harmony & Health Yogaretreat.

The implementation of the Contract is entirely at the risk and responsibility of the Client. Harmony & Health Yogaretreat is only liable for direct damage that has arisen through wilful recklessness or an intentional act or omission of Harmony & Health Yogaretreat.

The liability of Harmony & Health Yogaretreat is excluded for indirect damage, including in any event consequential damage, loss of profit, lost savings and loss due to business interruption, or immaterial damage to the Client. In the case of consumer purchase, this limitation does not extend further than is permitted pursuant to article 7:24, paragraph 2 of the Dutch Civil Code.

Harmony & Health Yogaretreat is not liable for damage, of whatever nature, resulting from Harmony & Health Yogaretreat basing its actions upon inaccurate and/or incomplete information provided by the Client, unless this inaccuracy or incompleteness ought to have been known to Harmony & Health Yogaretreat.

The limitations of liability contained in this article shall not apply if the damage is attributable to the intentional or gross negligence of Harmony & Health Yogaretreat or its managerial subordinates.

Harmony & Health Yogaretreat is not liable for mutilation, destruction, theft or loss of data or documents, damage to property, Accidents, illness, food poisoning, permanent trauma, disability or death, (bodily) injuries arising from walking, backpack, (rock) climbing, cycling, rafting, kayaking and canoeing, swimming, snorkeling, surfing and fishing.

If Harmony & Health Yogaretreat is liable for any damage, then the liability of Harmony & Health Yogaretreat is limited to an amount equal to the amount stated in the invoice, or to the amount to which the insurance taken out by Harmony & Health Yogaretreat gives entitlement, with the deduction of the policy excess borne by Harmony & Health Yogaretreat under the terms of the insurance.

The Client must report the damage for which Harmony & Health Yogaretreat can be held liable to Harmony & Health Yogaretreat as soon as possible, but in any event within 10 days of the damage having arisen, on penalty of the forfeiture of any right to compensation for this damage.

Any liability claim against Harmony & Health Yogaretreat lapses within one year of the Client having become aware, or possibly reasonably having become aware, of the harmful event.

Indemnity

The Client indemnifies Harmony & Health Yogaretreat against any claims by third parties who suffer damage in connection with the implementation of the Contract which is attributable to the Client.

If Harmony & Health Yogaretreat may be sued for this reason, then the Client is bound to provide Harmony & Health Yogaretreat with both judicial and extrajudicial support. Furthermore, all costs and damage on the part of Harmony & Health Yogaretreat and third parties will be at the expense and risk of the Client.

Limitation period

In departure from the legal limitation period, a limitation period of one year applies to all claims against Harmony & Health Yogaretreat and any third parties brought in by Harmony & Health Yogaretreat.

Intellectual property

Harmony & Health Yogaretreat reserves the rights and powers accruing to it under the provisions of the Copyright Act and other intellectual property legislation and regulations.

Harmony & Health Yogaretreat reserves the right to utilise the knowledge acquired for the performance of the work and general information for other purposes and other work, in so far as no confidential information is hereby communicated to third parties.

Confidentiality

Both Harmony & Health Yogaretreat and the Client are obliged, for the duration of and after the termination of the Contract, to maintain confidentiality regarding all facts and particulars concerning the business which they know or can reasonably suspect are confidential. This duty of confidentiality also includes all details of employees, Clients, commissioning bodies and other business contacts which are learned of by reason of the Assignment.

Privacy

The data and information provided by the Client to Harmony & Health Yogaretreat shall be kept by Harmony & Health Yogaretreat carefully and confidentially.

Harmony & Health Yogaretreat Acts in accordance with the AVG which is in force from 25 May 2018. Harmony & Health Yogaretreat will maintain a register of processing activities under the AVG.

The Client has the right to inspect, to rectify and to remove the personal data transmitted.

Harmony & Health Yogaretreat may use the Client's personal data only in the context of the execution of its obligation to supply or to handle a complaint.

Harmony & Health Yogaretreat may use the Client's personal data only for necessary specific purposes.

Harmony & Health Yogaretreat is not permitted to lend, rent, sell or disclose the personal data of the Client in any way.

Harmony & Health Yogaretreat will not store the personal data any longer than is necessary.

The Client is entitled to submit to the authority personal data a complaint about his/her personal data. The Personal data authority is obliged to deal with this complaint.

The Client agrees that Harmony & Health Yogaretreat is approaching the Client for statistical research or customer satisfaction survey. If the Client does not want to be contacted for research, the Client can make this known.

Newsletter

The Client can sign up for the newsletter.

The newsletter will keep the Client informed of the latest new and the most recent developments.

The Client will receive the newsletter by e-mail.

The Client can opt out in writing of though a hyperlink of the newsletter at any time. In this case the Client will receive no more messages.

Other provisions

Smoking is not allowed on the plane or in the train, bus, car or other means of transport.

Smoking is not allowed during meals, in rooms for shared use or in accommodations.

Amendment of the general terms and conditions

Harmony & Health Yogaretreat is entitled to amend the general terms and conditions unilaterally.

Amendments will also apply to Contract that are already concluded.

Harmony & Health Yogaretreat will inform the Client by e-mail about the amendments.

The amendments to the general terms and conditions will be in force thirty days after the Client is informed of the amendments.

If the Client does not agree with the announced amendments, the Client is entitled to terminate the Contract.

Interpretation, translation

As well as the original Dutch version of these General Terms and Conditions, there is one other version of the General Terms and Conditions, translated into English.

The Dutch version of the General Terms and Conditions of Harmony & Health Yogaretreat is the authentic version. This version of the General Terms and Conditions will take precedence in the event of the explanation or interpretation of the General Terms and Conditions. In the event of a difference in meaning or interpretation between the two versions, then the Dutch version of the General Terms and Conditions will prevail.

Applicable law, disputes

Dutch law is exclusively applicable to all legal relationships to which Harmony & Health Yogaretreat is a party. This also applies if an obligation is wholly or partly fulfilled outside of the Netherlands or if the Client has its place of business outside of the Netherlands.

Disputes between Harmony & Health Yogaretreat and the Client will only be submitted to the competent court in the Limburg district, unless the law mandatorily prescribes otherwise.

Location

These General Terms and Conditions are filed at the Chamber of Commerce under number 58524398.