

General Terms and Conditions of the Academy for Open Awareness (AVOB)

Article 1: Registration

- a. These General Terms and Conditions apply to all services offered by AVOB, including coaching, training, consultancy, etc., for companies, organizations, individuals, groups, etc., hereinafter referred to as the "Customer."
- b. These conditions also apply to all other ventures to which they are declared applicable.
- c. Deviations from these conditions are only possible if AVOB explicitly agrees in writing.
- d. Other terms and conditions only apply if AVOB has agreed to them in writing.

Article 2: Agreement

An agreement between the Client and AVOB is established through:

- a. an oral agreement between the Client and AVOB, if both parties consent.
- b. a digital or written acceptance/confirmation from the Client to AVOB or vice versa.

Article 3: Cooling-off Period and Cancellation Conditions

- a. Anyone entering into an agreement with AVOB has a cooling-off period of fourteen days during which the Client can cancel the agreement free of charge. Cancellation must be done digitally or in writing. This right expires upon the commencement of training or the chosen training program.
- b. This period begins at the time an oral agreement is made or a digital or written acceptance/confirmation takes place. In the latter case, the date of the email or postal stamp is decisive.
- c. The following cancellation conditions apply to all training programs, courses, and retreats:
 - Cancellation must always be in writing.
 - For cancellations up to 8 weeks before the start of training programs, courses, or retreats, 10% of the agreed price is due.
 - For cancellations from 6 weeks before the start of training programs, courses, or retreats, 50% of the agreed price is due.
 - For cancellations from 4 weeks before the start of training programs, courses, or retreats, the full agreed price of the selected program or retreat is due.
 - After the start of the training programs, courses, or retreats, cancellation is no longer possible.
 - For retreats, it is recommended to take out travel insurance to cover potential compensation in case of illness.

Article 4: Invoicing

- a. Private individuals receiving individual coaching programs will receive an invoice only upon request, in digital form, unless a postal copy is requested.
- b. Private individuals participating in a training program will receive an invoice for each training year in advance, either digitally or by post upon request. Payment plans are available and detailed on the training registration form.
- c. For monthly tuition payments, trainees authorize installment payments, which are included in the agreement. This authorization cannot be revoked, even in case of early termination. Installments are collected at the beginning of each month.
- d. Companies and organizations sponsoring an employee's participation in training will receive an invoice for each training year in advance, either digitally or by post upon request.
- e. Companies and organizations engaging in individual coaching programs for employees will be billed for services rendered, as agreed, either digitally or by post.
- f. If part of an activity cannot take place due to force majeure, participants will be reimbursed proportionally for the missed portion, provided the missed part exceeds 10% of the total activity. Reimbursements are made within 30 days.

Article 5: Payments by Companies and Organizations

- a. Customers are bound to the payment obligations agreed orally, digitally, or in writing.
- b. Unless explicitly stated otherwise, a payment term of 30 calendar days applies.
- c. Payments must be made via timely transfer to the specified account number, indicating the name and invoice number.

Article 6: Payments by Freelancers and Private Individuals

- a. For individual mindfulness coaching, the agreed-upon fee must be paid upon receipt of an invoice and no later than 10 calendar days after a session.
- b. Payments can also be made in cash immediately after the session. In this case, an invoice will always be provided upon request, but only at the time of the session.

Article 7: Default in Payment

- a. If payment is not made on time, AVOB will initially remind the Client orally. If payment is still not made, the Client will receive a digital or written reminder, requiring payment within seven days. If this deadline is not met, AVOB is entitled to demand payment, including statutory interest.

b. If debt collection or legal action becomes necessary, the associated costs will be borne by the Client.

Article 8: Fees

a. AVOB provides services at fixed prices. If additional costs arise, these will be communicated in advance.

b. Part of the offerings is exempt from VAT due to their professional counseling nature. Other activities include the applicable VAT rate in their pricing.

c. Prices for activities not offered to private individuals always include VAT unless stated otherwise.

Article 9: Responsibility of AVOB

a. AVOB is responsible for the quality of all services provided and will strive to meet promised standards.

b. Neither AVOB nor the trainers are liable for consequences arising from the application of learned materials; they cannot be held accountable.

c. AVOB and its trainers accept no liability for direct or indirect damages unless covered by AVOB's liability insurance and to the extent the insurer is willing to pay.

Article 10: Participant Responsibility

a. Participants retain responsibility for their actions or omissions, including use of facilities and equipment.

b. Participants cannot claim damages resulting from transport by or on behalf of AVOB or other participants.

c. Participants remain fully responsible for outcomes from applying learned materials for personal or others' use.

Article 11: Course Locations

a. AVOB will make every effort to ensure that rented venues meet the expected quality. However, landlords are responsible for safety, hygiene, and accessibility.

b. AVOB may relocate a training module to another venue within 100 km of the original location. If the distance exceeds 100 km, participants may cancel without obligation. Refunds will be proportional to the unused portion.

c. If physical classes are not possible due to governmental measures, training will be provided online, in consultation with participants.

- d. For individual training, AVOB may relocate sessions within 15 km of the original venue. Distances exceeding this allow participants to cancel without obligation, with proportional refunds for unused portions.
- e. Coaching or supervision sessions may be conducted online or onsite, based on client preference.
- f. Physical sessions disrupted by governmental measures will transition to online delivery.

Article 12: Force Majeure

- a. Force majeure applies when obligations cannot be fulfilled due to unforeseen and unavoidable circumstances.
- b. Participants facing force majeure after registration, rendering participation impossible, will work with AVOB to find a suitable solution.
- c. In cases of force majeure, AVOB may make changes to instructors, materials, schedules, or venues without obligation to compensate participants. Interests will be considered where possible.
- d. Participants unable to continue due to schedule changes may cancel, owing only for utilized portions.
- e. For instructor unavailability, suitable replacements or rescheduling will be arranged in consultation with participants.
- f. Activities partially canceled due to force majeure will result in proportional refunds exceeding 10% of the activity value within 30 days.

Article 13: Personal Data

- a. AVOB ensures confidential handling of participant data in compliance with data protection laws.
- b. Contact details may be used to inform participants about AVOB activities. Opt-out requests will be respected promptly.
- c. Participants agree to sharing names and contact details with instructors and other participants for coordination.
- d. AVOB is not liable for duplicate newsletters sent due to varying email addresses.

Article 14: Intellectual Property

- a. Copyright for all course materials rests with AVOB, unless publicly available materials are used.
- b. Participants may not use, publish, or reproduce AVOB-owned materials for purposes other than their personal participation without written permission.

Article 15: Complaints

- a. AVOB has a formal complaints procedure available upon request and on the website.
- b. Individuals with complaints must follow the procedure and cooperate fully to resolve issues.
- c. Complaints should first be addressed within AVOB. If unresolved, parties may seek legal recourse or a binding decision from an independent mediator.
- d. All complaint details will remain confidential.

Article 16: Governing Law

All contracts involving AVOB are governed by Dutch law.

Disputes will be resolved in the court of Tilburg.

Tilburg, July 17, 2023