

Terms & Conditions – Solace & Serenity

Article 1 Definitions

1. **Solace & Serenity:** The company Solace & Serenity, located in Nijmegen (6531 SE), Vossenlaan 65, registered with the Chamber of Commerce under number 75886480, represented by Ms. C. van Beuzekom.
2. **Client:** The natural person or legal entity who commissions Solace & Serenity to provide products and/or services.
3. **Consumer:** A natural person who does not act in the exercise of a profession or business and commissions Solace & Serenity.
4. **Products and/or Services:** All products and services in the fields of yoga, breathwork, meditation, Ayurvedic health principles, hormonal balance, health, coaching, and related activities, including but not limited to courses, workshops, e-books, and retreats.
5. **Agreement:** A written or digital arrangement between Solace & Serenity and the Client regarding the provision of products and/or services.
6. **Parties:** The Client and Solace & Serenity collectively.
7. **Written:** Communication by postal mail or digital means, provided the authenticity and sender can be verified.

Article 2 Applicability

1. These terms and conditions apply to all offers, agreements, and services of Solace & Serenity.
2. Deviations are only valid if agreed upon in writing.
3. The Client's general terms and conditions are explicitly rejected.
4. These terms also apply to third parties engaged by Solace & Serenity.
5. If any provision is found to be invalid, the remaining provisions shall remain fully enforceable, and a substitute provision shall be determined in consultation.
6. Solace & Serenity may unilaterally amend these terms and will inform Clients of such changes via email. The latest version is available on the website.
7. Amendments take effect one month after notification. Consumers who disagree may terminate the agreement before the effective date of the change. Business clients are required to accept such changes.

Article 3 Offers and Quotations

1. All offers and quotations from Solace & Serenity are non-binding. Solace & Serenity reserves the right to withdraw an offer within five days of acceptance. Quotations are valid for the period specified therein.
2. Offers are based on the information provided by the Client. If this information is later found to be incorrect or incomplete, the Client cannot derive any rights from the offer.
3. Offers and quotations are provided in writing or digitally unless urgent circumstances dictate otherwise.
4. Solace & Serenity is not bound by an offer or quotation if the Client should reasonably understand that it contains an obvious error, such as a mistake or typographical error.
5. A combined price quotation does not oblige Solace & Serenity to deliver part of the products or services at a proportionate part of the price.
6. Offers and quotations apply exclusively to the specific assignment and do not serve as a basis for future agreements.

Article 4 Agreement

1. An agreement is concluded once the Client accepts the offer from Solace & Serenity. If the Client's acceptance deviates from the original offer, the agreement will only be concluded if Solace & Serenity agrees to the deviations in writing.

2. When the Client places an order without a prior offer from Solace & Serenity, Solace & Serenity is only bound after confirming the order in writing.
3. The agreement becomes binding for Solace & Serenity once it has confirmed the order in writing or digitally, or once it begins execution without objection from the Client.
4. Changes to the agreement are only valid if agreed upon in writing by both parties. Solace & Serenity reserves the right to charge additional time or costs if changes result in an extended execution period.
5. If during the execution of the agreement adjustments are necessary for proper implementation, Solace & Serenity will inform the Client. The Parties will consult to agree on amendments to the agreement.

Article 5 Obligations of the Client and Consumer

1. General

The obligations outlined in this article apply to both business clients and consumers, unless explicitly stated otherwise.

2. Provision of Information

a. The Client/Consumer must, where applicable, provide all (medical) information and documentation that Solace & Serenity deems necessary for the correct, complete, safe, responsible, and uninterrupted execution of the agreement, in a timely manner, and in the desired format and manner.

b. Business clients must also provide additional business information necessary for services performed on-site, such as safety regulations, company documents, and specific facilities required for service execution.

3. Access to Location and Facilities

a. The Client/Consumer must grant Solace & Serenity access to the location, building, or space where the agreed services or work will be performed. The Client/Consumer must also provide the facilities, electronic connections, and materials required for execution.

b. Business clients must ensure compliance with all legal requirements regarding the location, including fire safety, permits, and other regulations. They are responsible for providing a safe workspace and the necessary infrastructure.

4. Suspension of Execution

Solace & Serenity reserves the right to suspend the execution of the agreement until the Client/Consumer fulfills the obligations mentioned in the preceding sections.

5. Information and Changes in Circumstances

a. The Client/Consumer must promptly inform Solace & Serenity of (medical) facts and circumstances, including changes, that may affect the conclusion or execution of the agreement.

b. Business clients must likewise inform Solace & Serenity of any changes in business circumstances that may impact the execution of the agreement, such as altered requirements or procedures within the company.

6. Delays and Costs

Any additional costs and fees arising from delays in the execution of the agreement caused by failure to provide the required information, documentation, or materials properly, on time, or as agreed, are the responsibility of the Client/Consumer.

7. Responsibility for Provided Information

The Client/Consumer may have high expectations of Solace & Serenity's advice and services but is responsible for the accuracy, completeness, and reliability of the information, documentation, and data they provide, even if these come from third parties. The Client/Consumer remains fully liable for any consequences resulting from incorrect, incomplete, or unreliable data.

8. Personal Risk and Health

The Client/Consumer is always responsible for:

- Verifying that their medical condition allows them to participate in classes, coaching, retreats, or other services provided by Solace & Serenity.
- Their health and condition during participation in classes, coaching, retreats, or other (digital) services.
- Following the instructions and guidelines provided by Solace & Serenity during sessions or coaching, including aftercare. Solace & Serenity is not liable for injuries sustained by the Client/Consumer during participation. Their coaching and guidance are not medical treatments or substitutes thereof; Solace & Serenity is neither a physician nor a medical specialist. Participation is entirely at the Client/Consumer's own risk.
- Proper use of products and services for their intended purposes.
- Achieving their desired or expected goals and results.

9. Specific Obligations for Retreat Participation

a. Consumers are responsible for:

- Arranging travel and cancellation insurance for retreats abroad.
- Having health insurance that covers medical incidents during a retreat.
- Obtaining a valid ID, visas, vaccinations, and meeting any entry and exit requirements for the retreat's destination.
- Communicating dietary restrictions and allergies. Solace & Serenity will accommodate dietary needs when possible but cannot guarantee complete adjustments.
- Arranging transportation to the retreat location.

b. Business clients are responsible for:

- Providing logistical and operational support for retreats or activities for their employees or clients.
- Ensuring the safety and legal compliance of the retreat or service location, including necessary permits.

10. Location, Materials, and Facilities

a. The Client/Consumer must provide the location with the necessary materials and tools for service execution unless agreed otherwise.

b. Business clients are responsible for providing electricity, sanitation, and other facilities required for service delivery at their location.

11. Permits and Legal Requirements

a. The Client/Consumer is responsible for obtaining permits for the location and ensuring compliance with legal requirements.

b. Business clients must ensure adherence to all relevant laws and regulations regarding the location and services.

12. Responsibility for Safety

The Client/Consumer is responsible for providing a safe environment in accordance with health and safety standards. Solace & Serenity is not liable for injuries sustained during participation in their services.

13. Verification of Received Documents

The Client/Consumer is obligated to review all received documents and advice for accuracy and report any errors to Solace & Serenity as soon as possible.

14. Use of Digital Products and Services

The Client/Consumer must not share or distribute login credentials for digital products or services, such as courses or meditations, to third parties.

Article 6 General Execution

1. Execution Method

Solace & Serenity determines how and by whom the agreement is executed. They will consider timely and reasonable instructions from the Client regarding execution whenever possible.

2. Best Efforts Obligation

Solace & Serenity performs services to the best of their ability and in accordance with professional standards. To ensure quality, they hold certifications such as Yoga Alliance (500 RYT), Total Wellbeing Coach, Breathwork Coach, Chopra Meditation Teacher, Vitality Coach, and IIN Hormone Health Coach. Services involve a best-efforts obligation rather than a guarantee of specific outcomes.

3. External Parties

Solace & Serenity may delegate tasks to third parties if deemed necessary. These terms and conditions also apply to services or products provided by such third parties.

4. Additional Services or Products

Additional services or products outside the original agreement will be treated as separate agreements.

5. Deadlines

Delivery deadlines for services or products are indicative and not strict. Delays do not constitute grounds for dissolution of the agreement.

6. Phased Execution

Solace & Serenity reserves the right to execute agreements in phases.

7. Login Credentials

Clients may receive login credentials for digital products or services. Clients are responsible for securing these credentials and safeguarding their use.

8. Scheduling of Services

Individual sessions are scheduled in consultation. Group events, such as retreats, follow a pre-determined schedule. Digital products and services can be accessed flexibly.

9. Access Denial

Solace & Serenity reserves the right to deny participation in services, classes, or digital environments without explanation.

10. Use of Client Name and Projects

Solace & Serenity may use the Client's name and projects as references for commercial purposes unless prohibited by privacy laws. Consent for name usage will be requested in advance.

11. Media Usage

Solace & Serenity may use media created during services or retreats for promotional purposes. Consent will be sought for identifiable images, which can be withdrawn at any time. Non-identifiable media may be used without prior consent.

Article 7 Right of Withdrawal

1. Exclusions from the right of withdrawal:

The right of withdrawal does not apply to business customers, customized services, personalized products, or events scheduled for a specific date or period, such as workshops, lectures, retreats, etc.

2. 14-day cooling-off period for distance contracts:

- Applies only to the purchase of one or more products and/or services by a consumer from Solace & Serenity where the product or service could not be inspected prior to purchase.
- Consumers may cancel the agreement within 14 days without giving a reason, except where exclusions apply as outlined in these terms and conditions. Solace & Serenity

may ask for the reason for withdrawal, but the consumer is not obligated to provide it.

3. Commencement of the cooling-off period:

- The cooling-off period begins the day after the consumer, or a third party designated by the consumer (not the carrier), has received the product, or:
 - a. If multiple products are ordered in a single order: the day the last product is received. Solace & Serenity may refuse orders for multiple products with different delivery times, provided the consumer is clearly informed of this before the order is placed.
 - b. If delivery involves multiple shipments or parts: the day the final shipment or part is received.

4. Notification of withdrawal:

- If the consumer exercises their right of withdrawal, they must notify Solace & Serenity unambiguously in writing or by email within 14 days. The consumer may also request a standard withdrawal form from Solace & Serenity.

5. Risk and burden of proof:

- The consumer bears the risk and burden of proof for proper and timely exercise of the right of withdrawal.

6. Automatic termination of additional agreements:

- When the right of withdrawal is exercised, all supplementary agreements between the consumer and Solace & Serenity are automatically terminated.

7. Acknowledgment of withdrawal request:

- If the consumer submits the withdrawal request via email, Solace & Serenity will promptly acknowledge receipt of the request.

8. Reimbursement of payments:

- Solace & Serenity will reimburse all payments made by the consumer, including any shipping costs charged for the product, except for return shipping costs, within 14 days after receiving the withdrawal notification.

9. Refund method:

- Reimbursement will be made at no cost to the consumer and via the same payment method used by the consumer, unless the consumer agrees to an alternative method.

Article 8 Exclusion of the Right of Withdrawal

1. Agreement to waive the right of withdrawal for services:

- When entering into a service agreement for (online) products or services, the consumer explicitly agrees to the commencement of the service within 14 days after the agreement is concluded and acknowledges waiving the right of withdrawal once the service is fully performed. This right does not apply to personal, tailor-made services.

2. Digital product exclusions:

- For the purchase of digital products, including but not limited to yoga classes, meditations, audio lessons, online yoga courses that require logging in, or downloadable e-books, the consumer explicitly agrees to delivery within 14 days after purchase and waives their right of withdrawal.

3. Specific exclusions:

- Products or services made to the consumer's specifications, not pre-manufactured, and tailored to the consumer's individual needs or clearly intended for a specific person (customized products or services).
- Services scheduled for a specific date or period, such as events, workshops, and retreats, as ticket prices are based on fixed costs and participant numbers.

- Hygiene products, such as oils or yoga mats, if opened after receipt. Solace & Serenity cannot guarantee that such products remain in their original state and free from contamination.

Article 9 Delivery and Execution Deadlines

- 1. Indicative timeframes:**
 - Delivery and/or execution will occur within the timeframe specified by Solace & Serenity. These timeframes are indicative and should never be considered binding.
- 2. Exceeding the timeframe:**
 - In the event of a delay, the client must notify Solace & Serenity in writing, allowing a reasonable period for delivery or execution. Solace & Serenity is not liable for any damages resulting from such delays.
- 3. Provision of necessary information:**
 - If Solace & Serenity requires information or instructions from the client necessary for delivery or execution, the timeframe begins only after the client has provided this information.

Article 10 Force Majeure

- 1. Definition and suspension of obligations:**
 - If Solace & Serenity is unable to meet its obligations due to a non-attributable cause, including but not limited to illness of employees or third parties, epidemics or pandemics, government measures, network or technical disruptions, supplier failures, or other interruptions to normal business operations, these obligations will be suspended until the situation allows fulfillment.
- 2. Definition of force majeure:**
 - Force majeure includes circumstances beyond the control of Solace & Serenity that are not attributable to its fault, as defined by law, legal acts, or societal norms. This also encompasses external causes, whether foreseeable or not, that prevent fulfillment of obligations.
- 3. Termination in case of prolonged force majeure:**
 - If the force majeure situation lasts longer than two months or is permanent, both parties may terminate the agreement immediately via written notification without judicial intervention, with no entitlement to compensation.
- 4. Partial performance:**
 - If Solace & Serenity has already partially fulfilled its obligations or can fulfill part of them, it may invoice the completed portion separately. The client must pay this invoice as if it were a separate agreement.

Article 11 Rates and (Price) Changes

- 1. Prices in Euros and VAT:**
 - All rates and prices are expressed in euros and presented both exclusive and inclusive of VAT. Unless otherwise stated, all rates and prices exclude any additional costs.
- 2. Calculation of rates:**
 - Solace & Serenity charges for services either based on hourly rates agreed upon with the client beforehand or based on a pre-determined fixed amount per service or product. If, after the conclusion of the agreement, the level of wages or (raw material) costs rises—whether due to legal obligations (such as VAT) or otherwise—Solace & Serenity reserves the right to adjust its rates accordingly. The client is required to pay this price increase.
- 3. Estimates for hourly rates:**

- When charging on an hourly basis, Solace & Serenity will provide an estimate of the nature of the services and associated costs before starting an assignment. However, the client cannot derive any rights from this estimate.
- 4. **Default rates:**
 - If no specific rate has been explicitly agreed upon, the rate will be determined based on the actual hours worked and Solace & Serenity's customary hourly rates.
- 5. **Adjustment of fixed rates:**
 - If a fixed rate has been agreed upon but during the execution of the work it becomes evident that the initially expected workload was significantly underestimated through no fault of Solace & Serenity, Solace & Serenity is entitled to adjust the rate. The client will be informed immediately and is obligated to pay the additional costs.
- 6. **Specification of invoices:**
 - Invoices will be itemized by assignment, and in the case of hourly rates, by the number of hours worked.
- 7. **Advance payments:**
 - Solace & Serenity reserves the right to suspend its work until the client has paid a reasonable advance determined by Solace & Serenity or provided adequate security for payment.
- 8. **Payment for incomplete assignments:**
 - If the agreement is terminated before the assignment is completed or before the agreed-upon period ends, Solace & Serenity is entitled to payment for the portion of the work already performed.

Article 12 Payment

1. **Advance payment for purchases:**
 - Payment for products or services purchased by the client from Solace & Serenity must be made in full at the time of the agreement or purchase unless expressly agreed otherwise. Payment for products or services purchased by business clients will be invoiced afterward, unless otherwise agreed.
2. **Monthly invoicing for hourly rates:**
 - For services billed at hourly rates, invoices will be issued at the end of the month. The client must settle these invoices within the specified payment term.
3. **Payment terms for invoiced amounts:**
 - If payment by invoice has been agreed, the client must pay the invoice amount within 14 days of the invoice date, in the manner specified by Solace & Serenity and in the currency stated on the invoice, unless otherwise agreed.
4. **Payment conditions:**
 - Payments must be made without deduction, offsetting, or suspension for any reason, except where mandatory provisions for consumers dictate otherwise.
5. **Disputes over invoices:**
 - Objections to the amount of an invoice do not suspend the obligation to pay, except where mandatory provisions for consumers apply.
6. **Late payment interest:**
 - If the client fails to pay within the agreed term, they are in default by operation of law. Solace & Serenity is entitled to charge statutory (commercial) interest on the invoiced amount from the due date until full payment, without further notice of default, unless mandatory provisions dictate otherwise.
7. **Collection costs:**
 - In case of late or incomplete payment, Solace & Serenity is entitled to charge the client extrajudicial collection costs of 15% of the principal amount, with a minimum of

€150. If actual costs exceed court-imposed limits, the client is obligated to cover the full amount unless prohibited by mandatory provisions.

8. Consumer grace period:

- Consumers will first receive a written notice of default, granting an additional 14 days from receipt to fulfill payment obligations before being considered in default.

9. Collection costs for consumers:

- Extrajudicial collection costs for consumers are calculated in accordance with the Extrajudicial Collection Costs Decree (BIK):
- 15% on the first €2,500, with a minimum of €40 and a maximum of €375.
- 10% on the next €2,500.
- 5% on the next €5,000.
- 1% on the next €190,000.
- 0.5% on any amount exceeding €200,000, with a maximum of €6,775.

10. Allocation of payments:

- Payments made by the client will first be applied to any outstanding interest and costs, and then to the oldest unpaid invoices.

11. Joint assignments:

- In the case of a joint assignment, clients are jointly and severally liable for payment of the invoice insofar as the work was performed for their joint benefit.

12. Advance and interim payments:

- Solace & Serenity is entitled to request cash payment, partial advance payments, interim payments, or other forms of security from the client.

13. Suspension and termination for non-payment:

- In case of non-payment, Solace & Serenity may suspend its obligations or terminate the agreement without prior notice, unless payment is made or adequate security is provided. This right applies even if Solace & Serenity doubts the client's creditworthiness before they are officially in default. No refunds or damages will be granted in such cases.

14. Access restriction for non-payment:

- Failure to pay will result in the suspension of access to classes, sessions, or digital products/services without any obligation on Solace & Serenity to provide refunds or compensation.

Article 13: Insolvency of the Client

Solace & Serenity reserves the right to terminate the agreement immediately and without prior notice if the client:

- a. Is declared bankrupt or a bankruptcy application is filed;
- b. Requests (provisional) suspension of payment;
- c. Faces seizure of assets;
- d. Is placed under guardianship or administration;
- e. Loses legal or financial control over their assets due to any other reason.

Article 14: Liability and Indemnity

- 1. Liability Limitation:** Solace & Serenity's liability for direct damages caused by attributable shortcomings in its services is limited to the insurance payout under its liability policy. If no payout is made, liability is capped at the invoiced amount or a maximum of three months in case of ongoing agreements.
- 2. Exclusion of Indirect Damages:** Solace & Serenity is not liable for indirect damages, such as lost profits, business interruptions, or personal injury.
- 3. Third-Party Claims:** The client indemnifies Solace & Serenity against third-party claims. If claims arise, the client must assist Solace & Serenity in both legal and extralegal matters.

4. **Third-Party Service Providers:** Solace & Serenity is not responsible for damages caused by subcontractors or third parties it engages, except where consumer laws dictate otherwise.
5. **Exclusions of Liability:** Solace & Serenity is not liable for damages resulting from the client's:
 - Non-compliance with these terms, incorrect information, misuse of services, failure to follow advice, or pre-existing medical issues;
 - Participation in activities at their own risk, including personal injuries or material damages;
 - Delays, equipment failures, or dissatisfaction with outcomes;
 - Violation of intellectual property rights or sharing of course materials.
6. **Mitigation of Damage:** Solace & Serenity reserves the right to mitigate damages through repair or improvement.
7. **Damage Reporting:** Claims must be submitted within 14 days of damage discovery; otherwise, the right to compensation expires. A one-year limitation period applies.
8. **Client's Duty to Inform:** Clients must notify Solace & Serenity of apparent errors immediately. Failure to do so absolves Solace & Serenity of liability.
9. **Exclusions to Limitations:** Liability exclusions do not apply to intentional misconduct, gross negligence, or where consumer laws provide otherwise.

Article 15: Suspension/Termination of the Agreement

1. **Right to Suspend Obligations:** Solace & Serenity may suspend its obligations, including access to courses or services, if:
 - a. The client fails to fulfill their contractual obligations.
 - b. Credible concerns arise about the client's ability to fulfill obligations.
 - c. The client does not provide agreed-upon or sufficient security for payments.
2. **Right to Terminate Agreement:** Solace & Serenity may terminate the agreement in writing without court intervention if:
 - The above circumstances persist;
 - Fulfilling the agreement is deemed impossible or unreasonable.
3. **Immediate Termination:** Upon termination, Solace & Serenity's claims become immediately due. Participation in services or access to products ends immediately.
4. **Right to Damages:** Solace & Serenity retains the right to seek compensation for damages resulting from suspension or termination.

Article 16: Termination/Cancellation

1. The agreement between the client and Solace & Serenity ends upon the death of the owner of Solace & Serenity or the client, or upon the liquidation or dissolution of the Solace & Serenity business.
2. If the work to be performed by Solace & Serenity has not been completed at the time of termination, the heirs are not obligated to complete the work, even if the Solace & Serenity business is continued in some form. In such a case, the client must pay the full agreed amount, minus a reasonable amount determined in consultation with the heirs for the unfinished portion of the work.
3. If the client wishes to cancel the agreement before or during execution, the client is liable to Solace & Serenity for compensation of the costs already incurred, as well as additional damages to be determined by Solace & Serenity. These additional damages include all losses incurred due to the cancellation, including lost profits. Solace & Serenity is entitled to determine and charge the aforementioned damages and costs as follows:
 - **Digital Products and/or Services:**
 - The client agrees at the time of purchase to delivery within the 14-day cooling-off period and to waive their right of withdrawal (for services, after completion of the service). As these digital products and/or services are

delivered immediately upon purchase and can be used by the client, regardless of whether they are actually used, cancellation costs for digital products and/or services will amount to 100%. The client is not entitled to a refund.

- **Physical Products:**
 - For physical products purchased remotely, the 14-day withdrawal right applies only to consumers, subject to the exceptions mentioned in these terms. After this period, cancellation is no longer possible. Business clients do not have a right of withdrawal.
 - Physical products not purchased remotely are excluded from the right of withdrawal. The purchase cannot be canceled. If defects are present, the client must file a complaint.
 - **Services for Business Clients:**
 - Cancellation up to 1 month before the start of execution: 30% of the agreed total amount.
 - Cancellation between 1 month and 14 days before the start: 50% of the agreed total amount.
 - Cancellation between 14 days and 24 hours before the start: 70% of the agreed total amount.
 - Cancellation within 24 hours before the start: 100% of the agreed total amount.
 - **Services for Consumers (non-digital services):**
 - Cancellation up to 1 month before the start of execution: 20% of the agreed total amount.
 - Cancellation between 1 month and 14 days before the start: 30% of the agreed total amount.
 - Cancellation between 14 days and 24 hours before the start: 50% of the agreed total amount.
 - Cancellation within 24 hours before the start: 75% of the agreed total amount.
 - **Events on a specific date or within a specific period:**
 - Tickets for events on a specific date or within a specific period, such as workshops or retreats, are excluded from the right of withdrawal. If the client wishes to cancel the purchase of a ticket, cancellation costs will amount to 100%. However, in consultation with Solace & Serenity, the client may transfer the ticket to a third party. Ticket prices are based on external costs incurred by Solace & Serenity for the event and the number of participants. No refunds will be provided. The client is responsible for arranging travel and/or cancellation insurance and ensuring that it offers adequate coverage.
 - **Rescheduling individual lessons, sessions, or appointments:**
 - The client may cancel or reschedule once, free of charge, up to 24 hours before the scheduled time. If canceled within 24 hours or if multiple rescheduling requests are made, the client must book and pay for a new appointment. No refund will be provided, and the session will be forfeited.
4. If Solace & Serenity and the client have agreed to payment in monthly installments, the payment arrangement will be terminated upon cancellation, and the total remaining balance will immediately become due. The client must pay the full amount promptly to Solace & Serenity.
 5. The client is liable to third parties for the consequences of the cancellation and will indemnify Solace & Serenity against any resulting claims.

6. Solace & Serenity has the right to offset all amounts already paid by the client against the damages owed by the client.
7. Upon cancellation or termination, access to any online learning environment or digital products/services will be revoked on the end date. Participation in coaching, guidance, lessons, events, or retreats will immediately cease.
8. Solace & Serenity reserves the right to terminate the agreement with the client in writing at any time without notice. In such a case, the client is obligated to pay for the portion completed to date and will only receive a refund for the remaining amount, if applicable.
9. Fixed-term contracts cannot be terminated prematurely and can only end at the conclusion of the agreed period. If the client wishes to terminate early, no refund will be provided, and the client remains obligated to pay the total amount for the agreed period. For hourly-based contracts, an average number of hours will be calculated over the previous year, or pro-rata for shorter periods.
10. Fixed-term contracts are not automatically renewed and will terminate by operation of law at the end of the agreed period. If the client wishes to continue the collaboration, a new agreement must be made with Solace & Serenity.
11. Contracts of indefinite duration may be terminated in writing at the end of a calendar month, with a notice period of 3 months.

Article 17: Confidentiality, Privacy, and Cookies

1. **Confidentiality:** Both parties are required to keep confidential information about each other private. This applies to all confidential information provided in connection with the agreement unless there are legal obligations or the other party waives confidentiality. Collegial consultations within the organizations of both parties are permitted for the careful execution of the agreement or compliance with legal obligations.
2. **Use of Client Data by Solace & Serenity:** Solace & Serenity may use anonymous or anonymized data for statistical or commercial purposes, such as mentioning the client's name, project, and work performed. For use of the client's name, Solace & Serenity will request permission.
3. **Use of Provided Information:** Solace & Serenity may only use the information provided for the intended purpose unless it is necessary for legal proceedings. The client cannot dissolve the agreement due to damage caused by this.
4. **Prohibition on Disclosure:** The client may not disclose or share any content of Solace & Serenity's (online) services, such as lessons, courses, techniques, workbooks, etc., without prior written permission unless otherwise agreed or legally required.
5. **Data Retention:** Solace & Serenity is obligated to store the client's data securely and confidentially.
6. **Use of Personal Data:** Solace & Serenity may only use the client's personal data for the execution of the agreement or handling complaints. Personal data may not be sold or shared with third parties.
7. **Cookies:** Solace & Serenity may collect information about website usage through cookies for functional and analytical purposes.
8. **Respectful Behavior:** The client must behave respectfully toward Solace & Serenity and other participants. If the client fails to comply, Solace & Serenity may terminate participation without refund or compensation.
9. **Penalty for Breach of Confidentiality:** If the client breaches confidentiality, they will owe a penalty of €2,500 per violation, plus €250 per day that the violation continues, up to a maximum of €25,000, in addition to any damages.

Article 18: Intellectual Property

1. **Retained Rights:** Solace & Serenity retains all intellectual property rights arising from the agreement, including rights to (online) products and services used or created.
2. **Prohibition on Distribution:** The client may not distribute, reproduce, or disclose materials such as (online) lessons, workbooks, videos, login details, or other products without permission, except for legal reasons.
3. **Use by Solace & Serenity:** Solace & Serenity may use its products for other purposes, such as other lessons or courses, but the client may not use them without permission.
4. **Third-Party Rights:** The client may not alter or reproduce intellectual property rights of third parties, such as licenses for the online learning environment.
5. **Client Warranty:** The client guarantees that the information they provide does not infringe on third-party intellectual property rights and indemnifies Solace & Serenity against related claims.
6. **Discount Codes:** Discount codes provided to the client are personal and may not be shared or disclosed.
7. **Media Content:** Solace & Serenity may create media content during service delivery for commercial purposes, with prior written consent from the client. Consent can be withdrawn at any time. Media where the client is not recognizable may be used without consent.
8. **Penalty for Violation:** Violations of intellectual property provisions will result in a penalty of €2,500 per breach, plus €250 per day for continuing violations, up to a maximum of €25,000, in addition to damages.

Article 19: Complaints

1. **Submission of Complaints:** Complaints about delivered (digital) products, services, or the invoice amount must be submitted in writing to Solace & Serenity within 14 days of delivery or performance, or within 14 days of discovering a defect. This applies only if the client can demonstrate that the defect could not reasonably have been discovered earlier.
2. **Payment Obligation:** Complaints do not suspend the client's payment obligation. The client remains obligated to pay, even if there is a complaint.
3. **Loss of Rights Due to Delayed Complaint:** If a complaint is not submitted on time, all rights of the client related to the complaint are forfeited. The delivered services are considered to have been correctly performed, and the client will bear the consequences of not reporting the complaint on time.
4. **Mandatory Legal Provisions:** The provisions of this article apply unless mandatory legal provisions for consumers oppose them.
5. **Investigation and Resolution of the Complaint:** Solace & Serenity must be given the opportunity to investigate the complaint. If the complaint is justified, Solace & Serenity will ensure improvement, repair, replacement, price reduction, or (partial) refund, depending on Solace & Serenity's choice.

Article 20: Applicable Law

1. **Applicable Law:** Dutch law applies to all agreements between the client and Solace & Serenity to which these general terms and conditions apply, regardless of the country in which the client resides or is established.
2. **Exclusion of the Vienna Sales Convention:** The applicability of the Vienna Sales Convention or other international laws and regulations is explicitly excluded.
3. **Exclusive Application of Dutch Law:** Dutch law exclusively applies to all agreements, legal relationships, and work performed by Solace & Serenity for the client or consumer.
4. **Disputes:** All disputes arising from or related to these general terms and conditions and/or the agreement will be settled by the competent court in the Gelderland district, location Arnhem.

Legal Disclaimer

This document is an English translation of the original Dutch version of the "Terms and Conditions" for WellBeing Retreats, organized by Solace & Serenity. While every effort has been made to ensure the accuracy of this translation, the original Dutch version shall prevail in case of any discrepancies or conflicts.

These Terms and Conditions have been drafted in compliance with Dutch law and applicable regulations. Participants are encouraged to refer to the Dutch version for the definitive legal text and to consult with a legal expert if further clarification or interpretation is required.

By using our services or participating in our retreats, you confirm that you understand and accept the terms outlined herein, regardless of the language in which they are presented.