

## Terms and conditions

### 1. Introduction

Where this document states 'I' or 'mine' it refers to the company of Esther Berlie:

Esther Berlie  
Deijlerweg 83  
2241 AC Wassenaar, Netherlands  
Chamber of Commerce (Kamer van Koophandel) number: 71330089

### 2. Applicability

These terms of use are applicable to all offers and agreements between Esther Berlie and her customers/clients.

### 3. Agreement

We have come to an agreement when:

- You have registered for a training, course, workshop, individual session or another type of product through my website, e-mail, Skype, whatsapp, sms, telephone or mail. I will always confirm your registration. Registrations are processed in the order received and I have the right to refuse your registration.
- You have accepted a written or oral offer or a telephone offer.
- You purchased a (digital) product through my website.

### 4. Implementation of the agreement

I share my knowledge, experience and tools to the best of my knowledge. Any agreement with me bounds me to a best efforts obligation and does not constitute an obligation to perform or a guarantee commitment. I will do my very best to make sure that you receive the right tools to get the most out of my services and products. The support that I offer is dependent on the product or service that you have purchased. The level and form of support that you can expect is described on my website. My guidance is not meant as a replacement for regular health care, medication or therapy.

### 5. Cancellation and rescheduling

*Cancellation of workshops, trainings, courses and other events.*

When you have registered for a workshop, training or course, a 14 days reflection period applies. Within this reflection period you can cancel your registration free of charge and without explanation. If you want to cancel your registration you need to notify me through e-mail or mail. The date that I receive your notification is the date of cancellation.

When you want to cancel your registration for a workshop, course or training that starts within your reflection period, the following rules for refunds apply:

- When the complete workshop, training or course takes place within the reflection period, no refunds will be given when you cancel after the start of the training, workshop or course.
- When the training, course or workshop partly takes place in the reflection period, you will only receive a refund for the parts of the training, course or workshop that haven't yet been delivered to you at the moment of your cancellation.

When the course, workshop or training commences after your reflection period has ended, the following rules for cancellation and refunds apply:

- When you cancel at least 29 days before the start of the course, training or workshop, I will refund 100% of the paid costs, minus the deposit (if applicable).
- When you cancel between 28 and 14 days before the start of the course, training or workshop, you will receive a 50% refund (minus the deposit, if applicable).
- When you cancel within 14 days before the start of the course, training or workshop, no refunds will be given.

#### *Cancelation or rescheduling by the organiser*

I have the right to cancel or reschedule the workshop, training or course due to a lack of participants, in the event of disease or in event of a force majeure. The minimum number of participants needed for the course, training or workshop to take place is mentioned on my website. If I need to cancel a training, course or workshop, I will notify you through e-mail or by telephone. When I decide not to reschedule the training, workshop or course, or when you are not able to participate on the new date(s) you will be refunded fully within two weeks after cancellation.

#### *Cancelation of digital products*

Digital products cannot be returned. Therefore the revocation right does not apply to digital products.

#### *Cancelation of individual sessions/treatments*

Cancelation of an appointment within the 14 days reflection period after your booking is free of charge. However, once your session/treatment has begun, you are obliged to pay in full.

When you cancel outside of the reflection period and at latest 24 hours before the start of the session/treatment, you will be charged 50% of the invoice amount. When you cancel within 24 hours before the start of the session/treatment, you will have to pay in full. Rescheduling of the appointment is possible (with my consent) until 24 hours before the start of the appointment. In the event of disease or in event of a force majeure I have the right to reschedule the appointment. I will inform you about the cancellation as soon as possible and we will make a new appointment.

When you want to cancel your registration, you can use the form in the appendix of this document (but this is not required). When you buy my products or register for my services, you agree with the conditions for cancellation and refunds mentioned above.

### **6. Payment**

Workshops, courses, trainings and products should always be payed in advance, unless agreed otherwise. If I did not receive your payment at the start of a training, course or workshop you cannot participate. When you keep failing to settle outstanding invoices have the right to place your account in the hands of my lawyers. All costs of this process will be for your account.

### **7. Transferability**

Products or services purchased by you are not transferable to other persons, unless agreed otherwise.

### **8. Requirements for participation**

During a training, course, workshop or a individual session you will need to comply with house rules, procedures and instructions given to you by me.

When you do not comply or when you hinder other participants in their participation I have the right to disqualify you from further participation. In this case, no refunds will be given.

### **9. Program**

I have the right to make changes to the program as deemed necessary.

### **10. Health and safety**

For your own safety you will need to comply to all relevant rules and safety measures that apply to the location where the training, workshop, course or individual session takes place. My products and services are meant to support and facilitate personal and spiritual growth. They are not a replacement for professional help from a physician, medical doctor, psychologist, psychiatrist or meditation. When you are under the care of a physician or other type of professional health care provider, it is your responsibility to ask him or her if it is appropriate and safe for you to participate in my workshop, course or training or to receive an individual session. I cannot be held responsible for the consequences when you decide to stop taking your medication or cease treatment by a healthcare professional.

### **11. Liability**

As a participant in my workshops, trainings or courses you remain responsible for all your personal belongings like clothing, shoes and jewellery. Neither the location nor I can be held liable for the loss, theft or damage to your personal belongings if they are not the result of my negligence or my failure to comply with agreements made. When you participate in my workshops, trainings or courses I expect you to treat the location and its surroundings respectfully. In case you cause damage to the location or its surroundings you will be held responsible for the costs. Unless I acted out recklessness or with intent, I can only be held responsible for the direct damage that follows from a shortcoming for which I am responsible. Compensation will be limited to a financial compensation for the direct damage with a maximum of the amount that you paid for my service. I cannot be held responsible for any indirect damage like consequential damage, loss of profit or missed savings. In case of an attributable shortcoming you need to send me a written notice of default as soon as possible, so that I can fulfil the commitments we have agreed upon, repair the errors or limit or eliminate the damage.

### **12. Complaints**

If you are dissatisfied with my products or services, please notify me by e-mail within 14 days of the incident. If you report the complaint any later, you will no longer be entitled to repairment, replacement or compensation. Please describe your complaint as clear as possible, in a way that allows me to respond and, if the complaint is justified, correct the errors made. I cannot process a complaint that is not clearly defined. Complaints submitted will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, I will let you know within 14 days through an acknowledgment of receipt and with an indication when you can expect a more detailed answer. Even if you send a complaint, your obligation to pay will continue to exist.

### **13. Third parties**

Persons who are not parties to these terms and conditions cannot derive any rights from these terms and conditions.

#### **14. Intellectual property**

I have developed the material used in workshops, courses and trainings programs, such as workbooks, handouts, templates and the like; the intellectual property therefore lies with me. The copyright for the course material of the Awakening your Light Body course belongs to Sirion lichtwerk & light body, except for the copyright of the recordings of the live meditations, which belongs to me. The materials provided during courses, workshops, trainings and individual sessions are for personal use only and may not be multiplied or distributed without my prior written permission. Texts in newsletters, e-books and on my website may not be distributed or reproduced without my prior written permission. Login data that provide access to online products and services are for personal use only and may not be provided to others.

#### **15. Confidentiality**

I will be confidential with your personal and / or company details. I take the issue of safeguarding your privacy most seriously and will only use your personal data in the context of my services. I adhere to the legal rules regarding the protection of personal data.

#### **16. Other**

Deviations from these General Terms and Conditions only apply if agreed upon in writing by you and me. If one or more provisions in these General Terms and Conditions are wholly or partially invalid or should be annulled, the remaining provisions in these General Terms and Conditions remain fully applicable. I will then consult you to come to an agreement about the new provisions, taking into account as far as possible the purpose and scope of the original provisions. In writing is also understood by e-mail.

#### **17. Disputes**

In the event of any disputes, I will always do my best to resolve the dispute myself, before I submit a dispute to the court. However, if we cannot come to a mutual agreement, I will submit disputes to the court.

#### **18. Applicable law**

Dutch law applies to this agreement.

#### **19. Modification of the terms and conditions**

I am authorized to make changes to these terms and conditions. These changes take effect at the announced time. I will send the amended conditions to you by e-mail in a timely manner. If no time is specified, the changes will take effect for you as soon as you have received the change.

## **Appendix 1 Form for cancellation / revocation**

Only complete and return this form if you want to cancel / cancel the agreement.

To Esther Berlie, Waalsdorperweg 183, 2597 HV Den Haag,  
<mailto:info@estherberlie.com>

I hereby inform you that I cancel our agreement about the sale of the following goods/delivery of the following services (\*):

Ordered on (\*) / Received on (\*)

Name consumer/client

Address consumer/client

Consumer's/client's signature

Date

(\*) *delete which is not applicable*