

Terms and Conditions - v6

Studio Ineke van der Werff

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Terms and Conditions

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Article 1 - Definitions

In these terms and conditions:

1. Reflection period: the period within which the consumer can make use of his right of withdrawal;
2. Consumer: the natural person who does not act in the exercise of a profession or business and who enters into a distance contract with the entrepreneur;
3. Day: calendar day;
4. Transaction duration: a distance contract with regard to a series of products and/or services, the delivery and/or purchase obligation of which is spread over time;
5. Durable data carrier: any means that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that allows future consultation and unchanged reproduction of the stored information.
6. Right of withdrawal: the option for the consumer to waive the distance contract within the cooling-off period;
7. Entrepreneur: the natural or legal person who offers products and/or services to consumers at a distance;
8. Distance agreement: an agreement whereby, within the framework of a system organized by the entrepreneur for the distance sale of products and/or services, up to and including the conclusion of the agreement, use is made of one or more techniques for communication on distance;
9. Technique for distance communication: means that can be used to conclude an agreement, without the consumer and entrepreneur coming together in the same room at the same time.

Article 2 - Identity of the entrepreneur

Name: Ineke van der Werff
Veins: Concordiastraat 68
3551 EM Utrecht
The Netherlands
Phone number: +31 6 20 634 234
E-mail address: info@inekevanderwerff.nl
Chamber of Commerce number: 55799493
VAT identification number: NL001256852B60

Article 3 - Applicability

1. These general terms and conditions apply to every offer from the entrepreneur and to every distance contract concluded between entrepreneur and consumer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, it will be indicated that the general terms and conditions can be viewed at the entrepreneur's premises and that they will be sent free of charge as soon as possible at the request of the consumer.
3. If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that they can be read by the consumer. consumer can be stored in a simple manner on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be inspected electronically and that they will be sent free of charge at the request of the consumer electronically or otherwise.
4. In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis and, in the event of conflicting general terms and conditions, the consumer can always invoke the applicable provision that is the most appropriate for him. is most favorable.

Article 4 - The offer

1. If an offer has a limited period of validity or is subject to conditions, this will be expressly stated in the offer.
2. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to enable a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true representation of the products and / or services offered. Obvious mistakes or errors in the offer do not bind the entrepreneur.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer. This concerns in particular:
 - o the price including taxes;
 - o any costs of delivery;

- o the way in which the agreement will be concluded and which actions are required for this;
- o whether or not the right of withdrawal applies;
- o the method of payment, delivery and performance of the agreement;
- o the term for acceptance of the offer, or the term within which the entrepreneur guarantees the price;
- o the level of the rate for distance communication if the costs of using the technology for distance communication are calculated on a basis other than the regular basic rate for the means of communication used;
- o whether the agreement is archived after the conclusion, and if so, how it can be consulted by the consumer;
- o the way in which the consumer, before concluding the agreement, can check the data provided by him in the context of the agreement and, if desired, restore it;
- o any other languages in which, in addition to Dutch, the agreement can be concluded;
- o the codes of conduct to which the entrepreneur has submitted and the way in which the consumer can consult these codes of conduct electronically; and
- o the minimum duration of the distance contract in case of a duration transaction.

Article 5 - The agreement

1. The agreement is concluded, subject to the provisions of paragraph 4, at the moment of acceptance by the consumer of the offer and compliance with the corresponding conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.
4. The entrepreneur can - within legal frameworks - inform himself whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request with reasons, or to attach special conditions to the implementation.
5. The entrepreneur will send the following information to the consumer with the product or service, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:
 - a. the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
 - b. the conditions under which and the manner in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - c. the information about warranties and existing after-sales service;
 - d. the information included in Article 4 paragraph 3 of these terms and conditions, unless the entrepreneur has already provided this information to the consumer before the execution of the agreement;
 - e. the requirements for termination of the agreement if the agreement has a duration of more than one year or is of an indefinite duration.
6. In the case of a long-term transaction, the provision in the previous paragraph only applies to the first delivery.

Article 6 - Right of withdrawal

1. When purchasing products, the consumer has the option of dissolving the contract without giving reasons during 14 days. This cooling-off period starts on the day after receipt of the product by the consumer or a representative designated in advance by the consumer and made known to the entrepreneur.
2. During the cooling-off period, the consumer will treat the product and the packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he makes use of his right of withdrawal, he will return the product with all accessories supplied and - if reasonably possible - in the original condition and packaging to the entrepreneur, in accordance with the reasonable and clear instructions provided by the entrepreneur.

Article 7 - Costs in case of withdrawal

1. If the consumer makes use of his right of withdrawal, the costs of return will be borne at most.
2. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 30 days after the return or cancellation.

Article 8 - Exclusion right of withdrawal

1. The entrepreneur can exclude the consumer's right of withdrawal insofar as provided for in paragraphs 2 and 3. The exclusion of the right of withdrawal only applies if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the agreement.
2. Exclusion of the right of withdrawal is only possible for products:
 - a. that have been created by the entrepreneur in accordance with the consumer's specifications;
 - b. that are clearly personal in nature;
 - c. which cannot be returned due to their nature;
 - d. that can age quickly;
 - e. the price of which is subject to fluctuations in the financial market over which the entrepreneur has no influence;

Exclusion of the right of withdrawal is only possible for services:

- a. of which the delivery has started with the express consent of the consumer before the cooling-off period has expired;

Article 9 - The price

1. During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes as a result of changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur can offer products or services whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, with variable prices. This dependence on fluctuations and the fact that any stated prices are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and:
 - a. they are the result of statutory regulations or provisions; or
 - b. the consumer has the authority to cancel the agreement with effect from the day on which the price increase takes effect.
5. The prices stated in the offer of products or services include VAT.

Article 10 - Conformity and Warranty

1. The entrepreneur guarantees that the products and/or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the legal requirements existing on the date of the conclusion of the agreement. provisions and/or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. A guarantee provided by the entrepreneur, manufacturer or importer does not affect the legal rights and claims that the consumer can assert against the entrepreneur on the basis of the agreement.

Article 11 - Delivery and performance

1. The entrepreneur will take the greatest possible care when receiving and executing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the company.
3. With due observance of what is stated in article 4 of these general terms and conditions, the company will execute accepted orders expeditiously, but at the latest within 30 days, unless a longer delivery period has been agreed. If the delivery is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than 30 days after he has placed the order. In that case, the consumer has the right to dissolve the agreement without costs and is entitled to any compensation.
4. In the event of dissolution in accordance with the previous paragraph, the entrepreneur will refund the amount paid by the consumer as soon as possible, but no later than 30 days after dissolution.
5. If delivery of an ordered product proves to be impossible, the entrepreneur will make every effort to make a replacement item available. At the latest upon delivery, it will be reported in a clear and comprehensible manner that a replacement item will be delivered. For replacement items right of withdrawal can not be excluded. The costs of a possible return shipment are for the account of the entrepreneur.
6. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a representative designated in advance and made known to the entrepreneur, unless expressly agreed otherwise.

Article 12 - Duration transactions: duration, cancellation and renewal

Cancellation

1. The consumer can terminate an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products (including electricity) or services, at any time with due observance of the agreed cancellation rules and a notice period of no more than one month.
2. The consumer can terminate an agreement that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services, at any time towards the end of the fixed term, with due observance of the agreed cancellation rules and a notice period. of at most one month.
3. The consumer can use the agreements referred to in the previous paragraphs:
 - o cancel at any time and not be limited to cancellation at a specific time or in a specific period;
 - o cancel at least in the same way as they have been entered into by him;
 - o always cancel with the same notice period as the entrepreneur has stipulated for itself.

Extension

4. An agreement that has been entered into for a definite period and that extends to the regular delivery of products (including electricity) or services may not be tacitly extended or renewed for a fixed term.
5. Contrary to the previous paragraph, an agreement that has been entered into for a definite period and that extends to the regular delivery of daily newspapers, weekly newspapers and magazines may be tacitly renewed for a fixed term of a maximum of three months, if the consumer has extended this can terminate the agreement by the end of the extension with a notice period of no more than one month.
6. An agreement that has been entered into for a definite period and that extends to the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer may cancel at any time with a notice period of no more than one month and a notice period of a maximum of three months if the agreement extends to the regular, but less than once a month, delivery of daily, news and weekly newspapers and magazines.
7. An agreement with a limited duration for the regular delivery of daily, news and weekly newspapers and magazines (trial or introductory subscription) is not tacitly continued and ends automatically after the trial or introductory period.

Duration

8. If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness oppose termination before the end of the agreed term. to postpone.

Article 13 - Payment

1. The consumer is obliged to immediately report inaccuracies in payment details provided or stated to the entrepreneur.
2. In the event of non-payment by the consumer, the entrepreneur has the right, subject to legal restrictions, to charge the reasonable costs made known to the consumer in advance.

Article 14 - Complaints procedure

1. The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.
2. Complaints about the implementation of the agreement must be submitted to the entrepreneur within a reasonable time, fully and clearly described, after the consumer has discovered the defects.
3. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within the period of 14 days with a notice of receipt and an indication when the consumer can expect a more detailed answer.
4. If the complaint cannot be resolved in mutual consultation, a dispute arises that is subject to the dispute settlement procedure.

Article 15 - Disputes

1. Only Dutch law applies to agreements between the entrepreneur and the consumer to which these general terms and conditions apply.

Article 16 - Workshops and courses

1. Participation in a workshop is only final after payment has been made. Reservations via telephone, e-mail or social media are possible, but do not guarantee participation.
2. If a workshop cannot take place due to force majeure or too few registrations, we will contact you as soon as

- possible to discuss alternative dates. If rescheduling is impossible, the full amount will be refunded.
3. Studio Ineke van der Werff is not liable for injuries, damage, theft or loss of goods during the workshop or course. Participation and entering the workshop is at your own risk.
 4. If you cancel up to 30 days in advance, the full amount can be refunded.
 5. When canceling up to 14 days in advance, only 50% of the total amount can be refunded. Alternatively, you will have the option to reschedule the workshop to another date OR the choice that we make a set for you of what you would otherwise have made yourself during the workshop.
 6. If you cancel less than 14 days in advance, no refund is possible and you owe the entire course amount. We make a set for you of what you would otherwise have made yourself during the workshop. This will be sent to you.
 7. In case of no-show without cancellation, no refund or rescheduling is possible. There are no exceptions to this.
 8. If one or more lessons of the course are missed, an attempt will be made to schedule a catch-up moment. Unfortunately this is not always possible. There is also no refund.

Article 17 - Discounts and promotions

1. Discount promotions are not applicable to: gift vouchers and shipping costs.
2. For give-away promotions, a maximum of 1 item per natural person or address applies.
3. Studio Ineke van der Werff has the right (also with retroactive effect) to withdraw or cancel promotions without notice.