

Humaniversity Services: Terms and Conditions of Sale

About these Terms and Conditions

1. Introduction

This website is owned and operated by Stichting Humaniversity; our particulars and contact details are set out below. These terms and conditions govern the sale and purchase of Humaniversity Services by all methods including especially purchases made through the web shop on our website.

The purchase and sale of services by website, email and telephone is often referred to by law as a 'distance contract' because when you purchase services at a distance you may not be able to discuss them in detail with the service provider personally before you buy in the same way that you can discuss such matters in a shop. For distance contracts, the law provides consumers with special protections, rights and obligations.

You will be asked to give your express agreement to these terms and conditions before you place an order for any service. In the event you purchase a service on behalf of another person, then that person too will be asked to give their agreement to these terms and conditions. The sale of Humaniversity Services will be made only to the ordinary individual consumer or household and in quantities normally associated with the needs of individuals or households. Sales through our website will not be made to other businesses or in bulk quantities. If you are under 18 you may only purchase Humaniversity Services with the involvement of a parent or guardian. The sale of Humaniversity Products is governed by a separate set of terms and conditions. The creation of separate terms and conditions for Humaniversity Products and for Humaniversity Services is purely for administrative convenience and does not imply or create any limitation of your rights as a consumer at law.

2. Interpretation

In these terms and conditions:

we means Stichting Humaniversity and **us**, and **our** should be construed accordingly.

you means our customer or prospective customer, and **your** should be construed accordingly.

Humaniversity Products and **products** means physical and digital products including music, books, clothing and other merchandise offered for sale by Humaniversity.

Humaniversity Service and **service** means service(s) offered by us including events, workshops, programs and trainings, in which the purchaser will participate, for which a ticket, reservation, registration, or right of attendance is offered for sale on our website or in our written publications;

ServiceDate: the date specified by us for the provision of a service to you.

Purchase Contract means a contract that is made for the purchase of a Humaniversity Service;

distance contract means any Purchase Contract concluded between Humaniversity and you for the purchase and sale of a Humaniversity Service that, partly or completely, uses distance communications including but not limited to mail, email, internet, telephone or website.

Participation Contract means the separate contract made following the Purchase Contract which contains the terms and conditions relating to your actual participation in a Humaniversity Service and which you will be required to sign prior to the Service Date;

Application Form means the form provided by Humaniversity to you in which we request from you specific information about you including details of your medical, physical and mental health, personal history, previous experience in therapy and, any other information relevant to the suitability of that service for you and your capacity to participate in it.

Cancellation Period means the period within which you can make use of your right of cancellation. In the law relating to consumers, this is sometimes called the 'cooling off' period;

right of cancellation means the possibility for you to cancel a distance contract within the Cancellation Period;

Notice of Cancellation Form means the form used to communicate your right of cancellation that is included in Appendix I of these terms and conditions.

durable medium means every means - including emails - that enables you or Humaniversity to store information in a way that facilitates its future use or consultation during a period that is in keeping with the objective for which the information is intended and, which facilitates the unaltered reproduction of the stored information;

force majeure event means an event that is, or a series of related events that are, beyond our reasonable control.

3. Applicability

These terms and conditions do not limit or affect any statutory rights you may have as a consumer under legislation applicable to the sale of services in Netherlands. If there is any inconsistency between these terms and conditions and the law then the law of Netherlands shall apply.

In some cases, special service terms and conditions will apply to a Humaniversity Service in addition to these general terms and conditions; in such cases, wherever the special and the general terms and conditions are incompatible with each other, the special terms and conditions shall apply.

We may periodically change the services available on our website, and we do not undertake to continue to supply any particular service or type of service.

4. Accessibility

If the distance contract is concluded through our website, then before the distance contract is concluded, you will be provided with the text of these general terms and conditions electronically, in such a way that you can easily store them on a durable data carrier. If this is not reasonably possible, then before concluding the distance contract, we will indicate where the general terms and conditions can be inspected electronically and that, at your request, they will be sent to you free of charge, either electronically or in some other way.

If the distance contract is not concluded electronically (e.g. by telephone), the text of these general terms and conditions will be made available to you before the distance contract is

concluded. If this is not reasonably possible, we will indicate, before the distance contract is concluded, in what way the general terms and conditions are available for inspection at our premises or that they will be sent free of charge to you, as quickly as possible, at your request.

Purchasing Humaniversity Services

5. Creation of a Purchase Contract

When you submit an order for a Humaniversity Service your booking order is an offer to Humaniversity to purchase the Humaniversity Service (s) specified in your order. A Purchase Contract will come into force between you and us when and only when we accept your order in accordance with the procedure set out in section 17.

6. Important Information Before you Purchase

There are various types of Humaniversity Service including but not limited to: activities or events open to the general public (such as a concert, festival, one-day workshop or meditation) workshops, programs, trainings, and other organized activities, all of which may or may not incorporate themes, elements, techniques or processes used in therapy, especially group therapy. As a consequence, Humaniversity may therefore need to consider the suitability of the relevant service for you, your capacity to participate in that service and, in general, your ability, needs, welfare and circumstances so far as it concerns your possible participation. The procedure for evaluating this is explained in the following sections: see in particular section 11. In some cases, your participation may be subject to specific conditions: see in particular, sections 9-12. In some cases, participation in a service may be refused: see section 24.

7. Summary of the Purchase Procedure

The purchase of a Humaniversity Service involves five steps: (1) Ordering your Humaniversity Service; (2) Reservation Email; (3) Application to Participate; (4) Confirmation of Your Participation; and (5) Registration.

8. Step 1- Ordering your Humaniversity Service

To order a Humaniversity Service through our website, the following steps must be taken: If you want to register your order you must click 'BOOK NOW' in relation to your chosen service; your order is then recorded on a web page called 'CART'; if you are eligible for any Coupon or Gift Voucher you can enter the relevant information or code number at this point so that this will be recognised in the calculation of the purchase price of your service; if you wish, you may then continue shopping and book additional services; when you wish to proceed with the purchase of the service(s) you have booked, select 'PROCEED TO CHECKOUT'; if you are a new customer, you must then create an account with us and log in; if you are an existing customer, you must enter your login details; you will have the opportunity to review all the

details of your booking (including price, taxes and costs) and to identify and correct input errors prior to making your purchase; once you are logged in and you are satisfied with all the details concerning your intended purchase you will be asked (a) to tick a box indicating to your consent to these terms and conditions and (b) to click 'PAYMENT'; when you do this you will receive instructions on how to make payment; if you choose to pay by Credit Card or by the IDEAL payment system, you will be transferred to our payment service provider's website and our payment service provider will handle your payment process; when you have completed the payment process, you will receive an on-screen message and an automated email headed 'HUMANIVERSITY- ORDER' bearing your unique booking order number and confirming receipt of your booking.

9. Step 2. Reservation Email

Once your order has been received by us, our Booking Office will send you an email entitled 'RESERVATION'. In this email, we will provide you with the following information, in writing, or in such a way that you can store it on an accessible durable medium: (a) confirmation that the service you have selected has been reserved for you; (b) confirmation of your payment status and the remaining steps needed (if any) to complete payment; (c) an invoice summarising the information relating to the price of your service (including all taxes on the service) and the Service Date; (d) explanation of any conditions that may apply to your purchase; (e) the conditions under which you can make use of the right of cancellation and the method for doing so, or a clear statement relating to preclusion from the right of cancellation; (f) if you have a right of cancellation, a link to the form used to exercise your right of cancellation; and (g) the office address of our business location.

This email is an acknowledgement only that your order has been placed and does not, by itself, create any contract between us; nor does it confer any right to participate in the service you have chosen. Your participation is subject to satisfactory completion of the following remaining steps in the purchase process.

10. Step 3-Application to Participate

Following the dispatch of the RESERVATION email, (and usually within 48 hours) we will send you a link to an Online Application Form in which you can apply for approval to participate in your chosen service.

When you submit an Online Application Form and acknowledge your agreement to the Participation Contract by ticking the AGREE box accompanying the Online Application Form, you will receive an on-screen message confirming 'SUBMISSION of APPLICATION' and this will also advise that Humaniversity will now proceed to evaluate your Application.

In the event you make a booking on behalf of another person, that person will be required to complete the Online Application Form and, in the relevant part of that Form, indicate their agreement to these terms and conditions.

If for any reason you are unable to make your purchase online or by email, you will be provided upon request with a paper copy of the Application Form and Participation Contract together with

instructions on how to complete your purchase.

Your approval to participate is subject to the conditions set out in the following Step 4.

11. Step 4- Confirmation of Your Participation

Confirmation of Your Participation is subject to satisfactory fulfillment of the following conditions: (a) completion and delivery of the Application Form by you to Humaniversity with full disclosure of the information requested; (b) a clinical evaluation by us of the information contained in your Application Form in which we review, among other things, your capacity to participate in the service you have selected, the suitability of that service for you and any other circumstances that may have a bearing on the management of that service; (c) acknowledgement by you that you agree to be bound by the Participation Contract ([click here](#)) ; and (d) the provision of any additional information we may require in connection with the aforementioned evaluation. For the purpose of conducting this evaluation, one of our trained personnel may contact you to discuss your Application and, may if needed require from you:

(a) further relevant information (including but not limited to) your medical history, your physical and mental health and your previous experiences with therapy; and /or

(b) an interview for the purpose of ascertaining the suitability of the service for you.

Humaniversity will exercise its best efforts to evaluate your Application Form as soon as possible after you have submitted it. However, Humaniversity reserves the right at any time to refuse your participation in a Humaniversity Service and to cancel any contract with you if in its absolute discretion it has reason to believe your participation is not in your best interests or in the best interests of other people participating in that service or would be problematical to our ability to properly provide that service. In such an event we would communicate such a decision verbally to you and as soon as reasonably possible, confirm the decision in writing to you.

For the purposes of this section, 'satisfactory fulfillment' occurs when we send to you a CONFIRMATION email which approves your participation in your chosen service and may or may not be subject to special additional conditions stated in writing.

12. Step 5- Registration Formalities

When you attend Humaniversity on the Service Date, you will be required to sign a paper copy of the Participation Contract and a copy of this will be provided to you for your records. You will also be required to participate in an interview referred to as an Intake Talk to further assess whether your participation should be subject to any or any further conditions to enable the proper provision of the service.

13. Communication between Us and You

You consent to receive information electronically about your order, payment and contract. A record of your orders and payments are available in the My Account area of the web site. You can print these documents direct from the website if you require a paper record. Humaniversity will take suitable technical and organizational security measures and every reasonable effort to secure the electronic transfer of data and ensure a safe web environment.

14. Prices

Our prices are quoted on our website. We will from time to time change the prices quoted on our website, but this will not affect contracts that have previously come into force. All amounts stated on our website are inclusive of VAT and any other government taxes that may apply from time to time. It is possible that prices on the website may be incorrectly quoted; accordingly, we will verify prices as part of our sale procedures so that the correct price will be notified to you before the contract comes into force.

15. Payments

You must, during the checkout process, arrange payment for the services you order at the prices specified. Payments may be made by any of the permitted methods specified on our website. If you fail to pay to us any amount due under these terms and conditions in accordance with the provisions of these terms and conditions, then we may withhold the services ordered and/or by written notice to you at any time cancel any Purchase Contract operating between us.

We may obtain information – within statutory frameworks – about your ability to fulfill your payment obligations, as well as about facts and factors that are important for the responsible conclusion of the contract. If that research gives us proper grounds for declining to conclude the contract, then we have a right, supported by reasons, to reject an order or application or to bind its implementation to special conditions.

If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of our written request: (a) an amount equal to the amount of the charge-back; (b) all third party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer); (c) an administration fee of €25 including VAT; and (d) all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this clause (including without limitation legal fees and debt collection fees), and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back for the purposes of this clause.

16. Deliveries

We will take the greatest possible care when receiving and implementing orders for services. The place of delivery of the service is deemed to be the Humaniversity's address and the date of delivery (the Service Date) is deemed to be the advertised date of service or as otherwise specified in our communications confirming the order with you. We reserve the right to alter or cancel any service or its location at any time. We agree to give you notice of any such changes at the earliest opportunity. If we postpone or cancel a service and you notify us that the altered schedule or changes made are not acceptable to you, we agree to refund all money you have paid for the service.

Creation of Contract

17. Your Purchase Contract and the Start of the Cancellation Period

When you book a Humaniversity Service your booking is an offer to Humaniversity to purchase the Humaniversity Service you have specified. You may withdraw your offer at any time up until you formally indicate your agreement to create a Purchase Contract. No Purchase Contract comes into being unless and until we accept your offer in accordance with the following procedure.

We accept your offer and you, in consequence, formally create a Purchase Contract on the date a) we acknowledge receipt of your online Application Form with the SUBMISSION OF APPLICATION message described in paragraph **10**; or (b) we receive a Participation Contract signed by you, or (c) you complete your payment - whichever of these events happens first. This date is the start of the Cancellation Period and your right to cancel the Purchase Contract. The Purchase Contract operates even if you are still in the process of completing any other conditions or requirements contained in these terms and conditions.

If your order is for multiple services, a separate Purchase Contract is deemed to be created in relation to each individual service. When you log into the My Account section of our website using your username and password you will find a record of each online offer you have made to purchase Humaniversity Services.

Cancellation of Contract

18. Cancellation of Order before Contract

Without affecting your right of cancellation set out below, you can cancel your order for a service at no cost any time before the date of the Purchase Contract. You may do this by communicating your decision in writing to us ([click here](#)).

19. Your Right of Cancellation during the Cancellation Period

Unless section **21** applies, you can cancel your order and dissolve the Purchase Contract at any time during the Cancellation Period without giving any reason. The Cancellation Period begins on the date of the Purchase Contract and ends 14 days later or on the Service Date whichever

happens first. For the date of the Purchase Contract please refer to paragraph 17. You may cancel your order after the Cancellation Period and before the Service Date subject to the payment of costs and fees mentioned in section 23.

20. Communicating your Cancellation during the Cancellation Period

You must inform us of your decision to cancel your order. You may submit your request by contacting us ([click here](#)) and making a clear unambiguous declaration of your intention to cancel using the Notice of Cancellation form in Appendix 1. To meet the cancellation deadline, it is sufficient for you to send your communication before the 14 days' Cancellation Period has expired.

The risk and the burden of proof for exercising the right of cancellation correctly and in time rest upon you.

21. Exceptions to your Right of Cancellation

Your right of cancellation does not apply to services you have already received or started to receive.

22. Your obligations during the Cancellation Period

During the Cancellation Period, you are obliged to return any materials you have received as part of the Humaniversity Service you have purchased.

23. Refund procedure in a case of cancellation

When you submit your Notice of Cancellation or Return with us via our [contact form](#) we will send you an e-mail confirming, or otherwise, agreement that your decision to cancel satisfies the legal criteria and if so we will reimburse all payments received from you for the services purchased, no later than 14 days from the day on which we received the above communication. We will, as far as possible, use the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise. In any event, you will not incur any fees as a result of such reimbursement

If you cancel your order *after* the Cancellation Period and before the Service Date, you will receive a refund less a €50 administration fee and any bank charges or other expenses directly relating to the transfer of your refund.

If you have benefited from a special discount price for your service, your refund shall be reduced additionally by 20% of the amount you have paid.

24. Cancellation by Us

We may cancel a contract under these terms and conditions by written notice to you if we are prevented from fulfilling that contract by any event beyond our reasonable control, including without limitation any unavailability of raw materials, components or services, or any power failure, industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, riot, terrorist attack or war.

We may cancel a contract under these terms and conditions immediately, by giving you written notice of termination, if:

- (a) you fail to disclose any information relevant to your physical, medical or psychological health prior to engaging in a Service;
- (b) you fail to fulfil any condition set as a requirement for your participation in a service;
- (c) you fail to pay, on time and in full, any amount due to us under the contract;
- (d) you commit any breach of the terms of the contract; or
- (e) your personal circumstances (including but not limited to your behaviour) reasonably indicates that your participation will or might prejudice the provision of the service or the interests of other persons who are participating in that service.

Humaniversity reserves the right to refuse your participation in a service if in the absolute discretion of Humaniversity, having regard to the usual considerations for the conduct of group therapy, it is decided that a service is unsuitable for you or you are unsuited for that service or it is not in the best interests of the other participants in the group.

Warranties, Undertakings & Representations

25. Information about Services

If a service is subject to a limited period of validity or is made subject to conditions, this will be explained on our website. We undertake to provide a complete and accurate description of the services being offered for purchase. We will ensure the description is sufficiently detailed to enable you to make a proper assessment of the service. If we make use of illustrations, these will be a true representation of the services and/or services being offered. We are not bound by obvious errors or mistakes in the website. We will make every effort to make it clear to you what rights and obligations are related to the purchase of a service.

26. Statutory and regulatory disclosures

We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference. These terms and conditions are available in the English language only.

27. Warranties and representations

You warrant and represent to us that: (a) you have full authority, power and capacity to agree to these terms and conditions and to enter into a binding contract; (b) all the information that you provide to us in your Application Form or otherwise in connection with your order is true, accurate, complete and non-misleading.

We warrant to you that: (a) the services you buy will correspond to any description published on our website; and (b) the services you buy will be of satisfactory quality. All of our warranties and representations relating to the supply of services are set out in these terms and conditions. To the maximum extent permitted by applicable law and subject to section 3, all other warranties and representations are expressly excluded.

28. Breach of product warranty

If you believe that services you have purchased from us breach any of the warranties set herein, please contact us to discuss the issue and arrangements for the return of the services. If services you purchase from us do not conform to the warranties set out herein, then you will be entitled to a refund of all amounts paid in respect of those services. Alternatively and subject to availability, we may agree to supply you with replacement services.

If you decide not to receive services you have purchased, for example, by not attending a workshop or other activity you have purchased in contravention of these terms and conditions, and you do not have any other legal right to a refund or replacement for that service, we will not refund the purchase price or offer a replacement service.

29. Limitation of Liability

We will not be responsible for (a) losses that were not caused by any breach on our part, or (b) any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure), or (c) any indirect or consequential losses that were not foreseeable to both you and us when the contract for the sale of services by us to you was formed.

The laws of some countries do not allow some or all of the limitations described above. If these laws apply to you, some or all of the above limitations may not apply to you and you might have additional rights.

Nothing in these conditions limits or excludes our responsibility for fraudulent representations made by us or for death or personal injury caused by our negligence or willful misconduct.

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control.

You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a not-for-profit entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions

or the provision of any service. This will not, of course, limit or exclude the liability of Stichting Humaniversity itself for the acts and omissions of our officers and employees.

Our aggregate liability to you in respect of any contract to purchase services from us under these terms and conditions shall not exceed the greater of:

(a) €100.00; and

(b) the total amount paid and payable to us under the contract.

30. Complaints Procedure

We provide for a complaints procedure, the full details of which are published on our website (Complaints Procedure- [click here](#)) and any complaint in relation to the purchase of Humaniversity Services will be dealt with in accordance with this Complaints Procedure. If you have any complaint about the implementation of your contract you must submit your complaint to us without delay, together with a full and clear description. A reply to complaints submitted to us will be provided within a period of 14 days, calculated from the date of receipt. If it is anticipated that a complaint will require a longer processing time, then we will reply within 14 days, confirming receipt of your complaint and indicating when you can expect a more elaborate reply. You agree to allow us a time period of at least 4 weeks to solve the complaint in joint consultation. After this period of time, the complaint becomes a dispute that is subject to formal resolution by either the Complaints Committee or an Independent Complaints Mediator in accordance with the procedure set out in the Complaints Procedure.

Other Aspects of the Contract

31. Scope

Subject to any rights you may have at law, these terms and conditions for Humaniversity Services shall constitute the entire agreement between you and us in relation to the sale and purchase of our services and shall supersede all previous agreements between you and us in relation to the sale and purchase of our services.

These terms and conditions shall not constitute or effect any assignment or licence of any intellectual property rights. These terms and conditions shall not govern the licensing of works (including software and literary works) comprised or stored in services.

32. Variation

We may revise these terms and conditions from time to time by publishing a new version on our website. A revision of these terms and conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision. If any of these terms and conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

33. Third party rights and Assignments

A contract under these terms and conditions is for your benefit and our benefit, and is not intended to benefit or be enforceable by any third party. The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions – providing, if you are a consumer, that such action does not serve to reduce the guarantees benefiting you under these terms and conditions. You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions or the services you have purchased.

34. No waivers

No breach of any provision of a contract under these terms and conditions will be waived except with the express written consent of the party not in breach. If you breach these terms and conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these terms and conditions.

35. Applicable Law for Disputes

A contract under these terms and conditions shall be governed by and construed in accordance with the law of the Netherlands. Any disputes relating to a contract under these terms and conditions shall be subject to the jurisdiction of the courts of the Netherlands.

36. About Humaniversity

Stichting Humaniversity is an organisation registered in accordance with the law of the Netherlands. Our particulars are as follows:

Registration: This website and the web shop operated on it is owned and operated by Stichting Humaniversity. We are registered at the Chamber of Commerce, Alkmaar, Netherlands under Registration Number KvK 41150542. Our VAT number is NL VAT 0062.05.884.B01. We are accredited by C.R.K.B.O. Netherlands.

Contact: Our registered office and principal place of business is at:

Dr. Wiardi Beckmanlaan 4, 1931 BW, Egmond aan Zee, The Netherlands.

You can contact us by: writing to the address given above; by using our website contact form: humaniversity.com/contact; by sending an email to: info@humaniversity.nl ; or, by telephone: +31-(0)725064114.

Appendix I: Model form for Notice of Cancellation

(This form should only be completed and returned if you want to cancel your Purchase Contract)

To:

Stichting Humaniversity

Dr. Wiardi Beckmanlaan 4, 1931 BW Egmond aan Zee, Netherlands

E-mail address: info@humaniversity.nl

I herewith inform you that, in respect of my contract for the purchase of the following services(description of the service)

ordered on.....(insert relevant date),

I exercise my right of cancellation.

Your name:

Your address:

Your signature: (if this form is submitted on paper)