

# Conditions and terms

April 2, 2023

Hélène reserves the right to change the 'Terms and Conditions' at any time. The changes do not affect current agreements.

## Area of application

- Hélène's General Terms and Conditions apply to any agreement with the customer. The customer is deemed to know and accept these general terms and conditions before entering into an agreement. Exceptions are only allowed if they are expressly agreed in writing with Hélène.
- If a specific agreement deviates from one of the provisions of these general terms and conditions, the application of the other provisions is not excluded.

## Quotations and pricing

- Every quotation from Hélène is without obligation and is valid until 30 calendar days after the quotation date.
- Quotations are based on the information available at Hélène.
- The stated prices of all services are expressed in EURO excluding VAT.

## Change of the agreement

- If during the execution of the agreement, it appears that it is necessary for proper execution to change or supplement the work to be performed, the parties will adjust the agreement in good time and in consultation.
- If the parties agree that the agreement will be amended or supplemented, the time of completion of the performance may be affected. Hélène will inform the customer of this as soon as possible.
- If changes or additions to the agreement have financial and/or qualitative consequences, Hélène will inform the client about this in advance.
- If a fixed fee has been agreed, Hélène will indicate to what extent the change or addition to the agreement will result in an exceeding of this fee.





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## Service and payment

- Every appointment with Hélène must be confirmed by the client in writing or by telephone.
- Hélène reserves the right to refuse an appointment on the basis of irregularities at the expense of the customer, such as negligence, lateness or non-payment.
- The content of the service is determined by Hélène and in consultation with the customer. Changes and/or additions can be recorded in writing or verbally afterward in mutual consultation. These changes and/or additions will be settled separately afterward.

## Appointments on location Hélène

- Services that are purchased at Hélène on location are always paid in advance. For this, the payment term applies as in the invoice for payment of the entire sum due or, in explicit agreement with Hélène, in the agreed terms, whereby the last term must always be paid before the start of the service.
- Applications for withdrawals are processed in the order they are received.
- Cancellation of private or group retreats up to 4 weeks in advance is free of charge. If canceled more than 2 weeks before the start of the retreat, 50% will be refunded. In case of cancellation less than 2 weeks before the start, the full amount must be paid.
- Cancellation of individual treatment or consultation is free of charge up to 48 hours before the start. In case of force majeure, it is possible to reschedule a new appointment free of charge. If this is not desired, a full refund will be made. If the customer cancels an individual treatment or consultation appointment less than 48 hours in advance, no refund is possible.
- Cancellation of an overnight stay, meal or sauna use at Hélène is free of charge up to 72 hours before the start. Cancellations less than 72 hours in advance must be paid in full.





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- In the event of cancellation due to force majeure, the customer can, after explicit coordination with Hélène, have someone else participate in his or her place, if they meet the admission requirements of the relevant retreat or treatment.
- In the event of an extension of the service, any additional costs will be paid immediately after the end of the extra service.
- If an additional donation is made after the end of the service, appropriate to the means and value, this payment will preferably take place within 7 days after the service.

## Appointments online

- For online appointments, the amount is always paid in advance. The payment term as stated in the invoice applies to the payment of the entire amount due.
- If canceled up to 24 hours in advance, it is possible to reschedule a new appointment free of charge. If this is not desired, a full refund will be made.
- If the customer cancels an appointment less than 24 hours, no refund is possible.
- After payment of a gift for the service appropriate to capacity and value, preferably within 7 days after the service.

## Appointments at other locations

- For appointments at other locations, the amount for the service is always paid in advance. The payment term as stated in the invoice applies to the payment of the entire amount due.
- With an on-site appointment, a mileage allowance will always be charged on top of the service.
- If canceled up to 24 hours in advance, it is possible to reschedule a new appointment free of charge. If this is not desired, a refund of 50% of the entire amount will be made





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- In the absence of the customer or cancellation less than 24 hours in advance, no refund is possible, i.e. the full amount of the service must be paid.

## Retreat information

- The information about the program and the various parts of the retreats is sent in advance and is implicitly accepted by participating in the retreat. Naturally, the customer will always have the option of not participating in one or more program components.

## Rights, duties, and responsibilities Hélène

- Hélène will do everything possible to provide the client with the right resources and advice, but Hélène cannot be held responsible for results, whether or not expected or achieved.
- If a treatment, consultation, retreat, overnight stay, or another service cannot take place due to a compelling reason at the expense of Hélène, any costs already paid will be fully refunded.
- Hélène reserves the right to release herself from any obligation in case of force majeure such as illness or circumstances that prevent the performance of the services.
- Hélène always reserves the right to exceptionally have a service or part of it performed by third parties. These third parties are reported to the customer and never imply that Hélène waives the rights that accrue to her under the service provided.
- All confidential information, data, documents, photos, etc. obtained for the performance of the service will be kept secret by both parties. Both parties also impose a duty of confidentiality on third parties involved in the assignment.
- Hélène is not a medical practice; treatments and services as such can never replace medical advice! It remains the right and obligation of the customer to always consult a qualified doctor in urgent medical situations.





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## Rights, obligations and responsibilities of the customer

- The customer will provide Hélène at all times and in a timely manner with all necessary information that is and/or may be important for the performance of the service, free of charge. The customer is responsible for the correctness of the information provided and the privacy of any persons involved.
- The customer is and remains responsible for his or her own process and cannot blame it on Hélène.
- The customer is and remains responsible for all damage suffered by third parties and/or by itself, as a result of that information and the privacy of possible persons involved. In this case, the customer will indemnify Hélène against all liability of third parties with regard to any damage resulting from incorrect or confidential information provided.

## Invoices and protest of payment

- Any protest regarding the drawing up, form or content of the invoices is only valid and can therefore only be declared admissible if this protest is formulated within 8 calendar days after the invoice date by registered letter.
- In the event of a protest, the invoice amounts to which the protest does not apply remain due and payable on the due date of the invoice and, if necessary, these amounts will be increased, in the event of late payment, with interest, damages and collection costs as determined by the payment terms.
- In the absence of a valid protest as described above, the customer acknowledges the correctness of the services invoiced by Hélène.

## Terms of payment

- Subject to written exceptions, all services provided and invoices must be paid within the due date as stated on the invoice.





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- In the event of non-payment of service within the aforementioned period, Hélène is entitled to charge interest from the day following the due date.
- By not paying within the aforementioned period, the customer acknowledges committing a contractual error and thereby causing damage to Hélène.
- Hélène agrees with the customer to use all means to reach an amicable settlement prior to legal proceedings to compensate for this damage, with the exception of the collection of unpaid amounts.
- All agreements concluded with the customer as well as the performance of the services are subject to Dutch law.

## Privacy

- Hélène respects all personal and confidential information and processes it in accordance with the GDPR.

