



GENERAL TERMS AND CONDITIONS

Definitions

Offer: any form of offer made by or on behalf of Irina Verwer, including but not limited to quotations, tenders, proposals for workshops, trainings, immersions, retreats, one-to-one sessions, lessons and copy.

General Terms and Conditions: the present standard delivery terms and conditions that apply to all agreements between Irina Verwer and the Client.

Client: the other party, a business or private customer.

Agreement: the assignment agreement concluded between Irina Verwer and the Client.

Work: the work produced or service performed by Irina Verwer.

Article 1. Applicability

1.1 These General Terms and Conditions apply to all Offers and Agreements.

1.2 Deviations from these General Terms and Conditions are only valid when they have been explicitly agreed upon in writing by both Irina Verwer and the Client.

1.3 Any general terms and conditions of the Client do not apply, unless these have been explicitly accepted in writing by Irina Verwer.

1.4 If any provision of these General Terms and Conditions should prove to be wholly or partially in conflict with mandatory law, these General Terms and Conditions will remain in full force for the remainder, while with regard to the invalid provision, the parties will agree on a new provision in consultation that corresponds as much as possible to the scope of the invalid provision.

Article 2. Establishment Agreement

2.1 Every Offer counts as a non-binding offer.

2.2 An Agreement is concluded after the Offer has been expressly accepted in writing by the Client without modification or addition, or if Irina Verwer has made a start at the Client's request to perform work, whether or not in accordance with the Offer.

2.3 If the acceptance deviates from the content of the Offer, the Agreement will only be concluded after Irina Verwer has agreed in writing to the deviation.

Article 3. Changes

3.1 Changes to the Agreement by the Client are only valid if the change has been explicitly confirmed in writing by Irina Verwer. Tacit acceptance of the change is excluded.

3.2 If during the execution of the Agreement it appears that, in the sole discretion of Irina Verwer, it is necessary for a proper execution of the Agreement to change or supplement the work to be performed, then the parties will mutually agree the Agreement accordingly and Irina Verwer is entitled to an additional reimbursement.

Article 4. Cancellation

4.1 Cancellation of the Agreement can only take place in writing.

4.2 If the Client cancels the Agreement within 24 hours after the Agreement has been concluded and Irina Verwer has not yet started the work, the Client is not obliged to pay the agreed fee. In all other cases, Irina Verwer is entitled to full compensation, unless the parties have agreed otherwise in writing.

4.3 An Agreement for which Irina Verwer must carry out work immediately cannot be canceled.

4.4 Regarding private customers: Canceling a workshop, training and/or immersion can only be done by email. If canceled up to 21 days before the start of the workshop/training/immersion, the Client will receive the full amount paid back, with a deduction of 15 euros administration costs. If canceled within 21 days before the start of the workshop / training / immersion, 50% of the amount for the workshop / training / immersion will be refunded.

No cancellation applies if the Client cancels 7 days or less before the start of the workshop / training. Canceling one-to-one sessions can only be done by email.

No cancellation applies if the Client cancels 24 hours or less before the start of the one-to-one session. If the Client had not yet paid at the time of cancellation, the above amounts / percentages must still be paid.

Article 5. Duration Agreement and deadlines

5.1 Unless the parties have agreed otherwise, the Agreement will end by operation of law after the Work has been delivered.

5.2 If the parties agree on a deadline for the delivery of the Work, this is never a strict deadline. If the delivery period is exceeded, the Client is obliged to notify Irina Verwer in writing and to grant a reasonable term to still deliver the Work.

Article 6. Reimbursement

6.1 If the parties have not agreed on compensation, Irina Verwer will determine the compensation unilaterally and in reasonableness and fairness, taking into account the scope and scope of the use of the Work desired by the Client.

Article 7. One-off revision Work

7.1.1 After delivery of the Work, the Client has the one-off right to a simple revision of the Work without the Client having to pay additional compensation. Only Irina Verwer determines whether a revision can be regarded as a simple revision and is carried out free of charge.

7.2 The client must immediately make use of the right to revision on pain of forfeiture. The client will inform Irina Verwer of the desired revision soon.

7.3 If the desired revision cannot be regarded as a simple revision, Irina Verwer will inform the Client of this quickly, stating the additional compensation that the Client owes for the revision of the Work. The Work will be reviewed after written acceptance of the additional payment.

Article 8. Copyright and user rights

8.1 The copyright on the Work rests solely with Irina Verwer, regardless of the revision of the Work on the instruction of the Client.

8.2 If the Agreement has not been concluded in writing or if the Agreement does not specify the exploitation right in more detail, then the Client acquires the one-time non-exclusive exploitation right on the Work through the delivery of the Work by Irina Verwer to the Client to the title for which the Work was made.

8.3 Both exclusive exploitation and digital exploitation must always be explicitly agreed in writing and does not fall under the exploitation right referred to in Article 8.2.

8.4 The Client is not permitted to transfer the exploitation right described in this article to third parties without the prior written consent of Irina Verwer.

8.5 Reuse, both collectively and specifically, is not covered by the exploitation right acquired by the Client and must be expressly agreed.

8.6 Any use of the Work that has not been agreed and does not fall under the exploitation right described in paragraph 2 of this article is a violation of the copyright of Irina Verwer, as a result of which the Client is liable for damages.

8.7 The compensation payable by the Client in accordance with the provisions of Article 8.6 amounts to 300% of the agreed or customary compensation and includes the loss of income suffered by Irina Verwer, the profit unlawfully made by the Client and the inflicted non-material damage. The costs that Irina Verwer must incur for legal assistance to recover the damage do not fall under the mentioned percentage and must be fully reimbursed by the Client.

8.8 The Client is obliged to clearly state the name of Irina Verwer when publishing or reproducing the Work.

8.9 For each infringement of the personality rights to Irina Verwer pursuant to article 25 of the Dutch Copyright Act 1912, including the right to mention the name, the Client owes damages for once the agreed or usual compensation.

Article 9. Invoicing and payment

9.1 Payment takes place within 14 days after the invoice date, unless the invoice states otherwise. In the case of Offer for private clients, the amount for the workshop/training/immersion/session must be paid within 10 days after sending confirmation email, unless the Offer is taking place within 10 days. In that case, the amount must be transferred immediately.

9.2 Invoicing can take place from the conclusion of the Agreement.

9.3 If the Client does not exploit the Work, this does not release the Client from any payment obligation.

9.4 Client does not have the right to suspend any payment obligation.

9.5 The client owes statutory interest in the event of late payment, calculated from the first day after the payment term as described in this article has expired.

9.6 In the event of late payment, the client will owe extrajudicial collection costs of at least 15% of the principal sum, with a minimum of € 75.00.

9.7 In the event of liquidation, bankruptcy or suspension of payment of the Client, the claims of Irina Verwer will be immediately due and payable.

Article 10. Suspension

10.1 If the Client does not, not fully or not timely fulfill one of its obligations under the Agreement, Irina Verwer is entitled to suspend its obligations without further notice, without prejudice to the other powers of Irina Verwer pursuant to the law and these General Terms and Conditions.

Article 11. Liability

11.1 Irina Verwer is never liable, except for intent or gross negligence on the part of Irina Verwer, for damage suffered by the Client, Client, his or her staff and/or third parties, of whatever nature, arising or related to the Agreement.

11.2 The liability of Irina Verwer is limited to the direct damage actually suffered by the Client.

11.3 Irina Verwer and the Client are jointly responsible for any claim by a third party against Irina Verwer and/or Client regarding the content of the Work, other than on the grounds of copyright infringement. If third parties in this regard announce or bring any claim against Irina Verwer and/or the Client, the Client and Irina Verwer will determine in good consultation whether they will defend this and how this will be done. Irina Verwer and the Client each bear their own costs.

11.4 Regarding retreats/workshops/training/immersions/sessions: The Client is responsible for his own health and personal items. Irina Verwer assumes that the Client knows how to handle both well. Consultation with a doctor and/or Irina Verwer is recommended if the Client doubts whether the Offer is suitable. If the Client is pregnant, it is advisable to communicate this before the start of the retreat/workshop/training/immersion/session.

Article 12. Bankruptcy/moratorium

12.1 Both the Client and Irina Verwer have the right to terminate the Agreement immediately in the event of bankruptcy or suspension of payment of the other party.

Article 13. Legal and forum choice

13.1 Dutch law applies to these General Terms and Conditions and to all Agreements.

13.2 All disputes arising as a result of an Agreement or these General Terms and Conditions will, unless otherwise required by law, be submitted to the competent court in the Netherlands.

Article 14. Privacy policy

14.1 Irina Verwer never shares data with third parties. [Privacy Policy](#).

Berlin, January 2020