General terms and conditions

1. Introduction

This document outlines the General Terms and Conditions ("Terms") applicable to all services provided by Mind Retreat Company B.V. (Maalderij 5, 2353 NT Leiderdorp, the Netherlands, Chamber of commerce no.: 97263486, herein referred to as "Mind Retreat Company") to its clients ("Client"). These Terms govern the provision of services and are binding upon confirmation of agreement by the Client. Any modifications or amendments to these Terms must be agreed upon in writing by both parties.

Agreement to these Terms is confirmed when the Client accepts a quote provided by the Service Provider, either in writing or by any other means indicating acceptance. Such acceptance constitutes a binding agreement between the Mind Retreat Company and the Client, subject to the provisions of these Terms.

2. Scope of Services

The services provided under these Terms by the Mind Retreat Company to the Client (“Services”) shall consist of mindfulness-based training programs and/or individual coaching, *inter alia*, aimed at stress management, employee well-being and team building. These services are designed to support the overall well-being and mental health of the Client's employees and may be tailored to meet the specific needs of the Client's organization.

It is expressly stated that the Mind Retreat Company is not engaged in the practice of medicine or any other licensed health care profession. Accordingly, the Mind Retreat Company does not provide medical diagnosis, advice, or treatment. The services offered by the Mind Retreat Company are not a substitute for professional health care, and if the Client or any of its employees are in need of medical attention, it is recommended to consult a qualified health care provider.

3. Payment Terms

The Client agrees to pay the Mind Retreat Company for the Services rendered within thirty (30) days from the date of the invoice issued by the Mind Retreat Company. Payment shall be made in Euros, without any deduction, set-off, or withholding except as required by law.

If the Client fails to make any payment due to the Mind Retreat Company under these Terms by the due date for payment and after a written reminder for payment by Mind Retreat Company, then Mind Retreat Company may charge interest on the overdue amount at the statutory interest rate for businesses. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount. The Client shall pay the interest together with the overdue amount. In the event of a late payment, the Mind Retreat Company reserves the right to suspend the provision of Services until full payment, including any accrued interest, is received.

4. Cancellation Policy

In accordance with the Terms, the Client may cancel the Services contracted with the Mind Retreat Company without any penalty up to one week before the scheduled start date of the Services. Should the Client wish to cancel the Services within one week of the scheduled start date, a cancellation fee amounting to 20% of the total fee quoted for the first two months of Services will be due to the Mind Retreat Company.

This cancellation policy is designed to provide both the Client and the Mind Retreat Company with a fair and reasonable timeframe to manage scheduling and resource allocation. The Client is encouraged to notify the Mind Retreat Company as soon as possible if a cancellation is anticipated, to minimize any potential inconvenience or additional costs.

5. Intellectual Property Rights

All intellectual property rights in or arising out of or in connection with the Services shall be owned by the Mind Retreat Company. This includes, but is not limited to, any materials, content, inventions, product developments, and any other results generated from the performance of the Services.

The Client is granted a non-exclusive, non-transferable license to use the materials provided as part of the Services for the purpose of receiving and utilizing the Services as intended under these Terms. This license is subject to the Client not modifying, distributing, or using the materials for any purpose not expressly permitted under these Terms without the prior written consent of the Mind Retreat Company.

Any intellectual property rights created by the Client specifically for the purpose of receiving the Services, including feedback and suggestions provided by the Client, shall remain with the Client. However, the Client grants the Mind Retreat Company a perpetual, irrevocable, non-exclusive, royalty-free license to use such intellectual property for the purpose of improving the Services and for any other business purposes.

6. Confidentiality

In the course of providing the Services under these Terms, both the Mind Retreat Company and the Client (collectively referred to as the "Parties") shall treat as confidential all information related to the Services or exchanged in the performance of the Services. This includes, but is not limited to, business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by either Party to the other.

Except as required by law or as necessary for the performance of the Services, neither Party shall disclose any confidential information to any third party without the prior written consent of the disclosing Party. This confidentiality obligation shall survive the termination or expiration of the Terms and continue indefinitely. Any breach of this confidentiality clause may result in immediate termination of the Terms and may subject the breaching Party to legal action and damages.

Mind Retreat Company shall be allowed to mention the name of the Client on its website for marketing purposes and to publish reviews or feedback received by Mind Retreat Company with respect to the services for marketing purposes, subject to anonymization if so requested.

7. Liability

If the performance of services gives rise to any liability, only Mind Retreat Company can be held liable. The liability of the Mind Retreat Company in connection with the Services provided under these Terms shall be limited to the direct damages actually suffered by the Client and shall not exceed the lower of the total amount actually invoiced to the Client for the Services concerned, or EUR 10,000 (ten thousand Euros).

Indirect or consequential damages, including but not limited to loss of profits, loss of business, or loss of anticipated savings, shall not be recoverable under any circumstances. This exclusion applies even if the Mind Retreat Company has been advised of the possibility of such damages.

The Client shall indemnify Mind Retreat Company against claims from third parties who claim to have suffered damage by or in connection the Services. These terms and conditions, including the limitations of liability contained therein, may be relied upon not only by Mind Retreat Company, but also by any persons or legal entities that are engaged in the performance of any services for the Client. The limitations of liability in these terms and conditions are also stipulated for the benefit of persons who are or have been employed or engaged by Mind Retreat Company or by legal entities connected with Mind Retreat Company, or any other legal or natural persons who are or have been providing services to, or on behalf of, Mind Retreat Company. Damages claims to employees, directors or other people working for Mind Retreat Company, whether based on contract, tort or otherwise, are hereby excluded.

Nothing in these Terms shall limit or exclude the Mind Retreat Company's liability in cases of wilful misconduct or gross negligence on the part of the Mind Retreat Company or for any other matter for which it would be illegal or unlawful for the Mind Retreat Company to exclude or attempt to exclude its liability.

8. Dispute Resolution

In the event of any dispute, controversy, or claim arising out of or relating to the Terms, or the breach, termination, or invalidity thereof, the parties shall first attempt to settle such disputes amicably through mutual negotiations. If the dispute cannot be resolved amicably within thirty (30) days after either party has notified the other party of the dispute, the dispute shall be submitted to and finally resolved by the courts of The Hague, Netherlands, in accordance with Dutch law, without regard to its conflict of law provisions.

9. Final Provisions

All personal data provided by the Client or collected by the Mind Retreat Company in the course of providing the Services will be treated in accordance with the Mind Retreat Company's Privacy Policy as posted on the website www.mindretreatcompany.com, which is hereby incorporated by reference. The Client acknowledges and agrees that their personal data may be processed in accordance with said Privacy Policy.

No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision, and the Mind Retreat Company's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held to be invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction, such provision shall be modified to reflect the Parties' intention or eliminated to the minimum extent necessary so that the remainder of the Terms will continue in full force and effect.