

# General Terms and Conditions Inner Bliss Travels

Drafted on 13 October, 2020.

General Terms and Conditions Inner Bliss Travels, established at Amsterdam, Netherlands.

## Article 1 Definitions

In these General Terms and Conditions, the following terms are used as defined below, unless explicitly stated otherwise.

*General Terms and Conditions:* These General Terms and Conditions as stated below.

*Inner Bliss Travels/User:* Inner Bliss Travels has drafted these General Terms and Conditions and is the user of these General Terms and Conditions. Inner Bliss Travels is a company established in Amsterdam (Netherlands). Inner Bliss Travels is a spiritual travel agency that offers package trips abroad. Inner Bliss Travels provides professional services to clients through body-oriented activities.

*Participant:* The person who accepted the validation of these General Terms and Conditions and has a Contract with Inner Bliss Travels to make use of the services of Inner Bliss Travels. The “Participant” includes Consumers.

*Consumer:* The Participant, natural person, not acting in the exercise of a trade or profession.

*Contract:* Any agreement entered into between Inner Bliss Travels and the Participant, in which the Participant agrees to make use of the services of Inner Bliss Travels.

*Service:* All work, of whatever form, that Inner Bliss Travels has carried out for, or for the benefit of, the Participant. The service of Inner Bliss Travels is also mentioned the “Treatment”.

*Accommodation:* The Accommodation abroad where the Participant is staying during his/her Treatment.

## Article 2 Scope General Terms and Conditions

These General Terms and Conditions apply to every quotation and Contract entered into between Inner Bliss Travels and the Participant, unless the parties are departed from the General Terms and Conditions explicitly and in writing.

These General Terms and Conditions are also applicable to contracts with Inner Bliss Travels for the implementation of which third parties must be involved.

The applicability of any of the Participants purchasing conditions or other general terms and conditions is expressly excluded.

If one or more provisions of these General Terms and Conditions are void or voidable, the other provisions of these General Terms and Conditions remain in effect. In this event, Inner Bliss Travels and the Participant will consult with each other to agree new provisions to replace the void or voided ones.

Departures from the Contract and the General Terms and Conditions are only valid if they are explicitly agreed with Inner Bliss Travels in writing.

If Inner Bliss Travels not always require the strict compliance of these General terms and Conditions, this will not mean that the provisions of the General terms and Conditions will not apply, or that Inner Bliss Travels to any degree would lose the right in other cases to demand the strict compliance of these General terms and Conditions.

## Article 3 Quotations

Quotations should preferably be made in writing and/or electronic form, unless pressing circumstances make this impossible.

Quotations are valid for a fixed period: the period which is included in the quotation. Quotations lapse after this period has expired.

Inner Bliss Travels cannot be held to its quotations if the Participant, in accordance with the requirements of reasonableness and fairness and generally accepted standards, should have understood that the quotation or an element thereof contains a manifest fault or clerical error.

If the acceptance departs from the offer included in the quotation, whether or not on points of minor importance, then Inner Bliss Travels is not bound by this. The Contract then does not come into being in accordance with this differing acceptance, unless Inner Bliss Travels indicates otherwise.

A composite quotation does not oblige Inner Bliss Travels to perform an element of the Contract for a corresponding part of the stated price.

Quotations do not automatically apply to future contracts.

#### **Article 4 Formation of the Contract**

The Contract comes into being through the timely acceptance by the Participant of Inner Bliss Travels quotation.

#### **Article 5 During of the Contract**

The Participant and Inner Bliss Travels may enter into a Contract for a limited period. The Participant and Inner Bliss Travels will agree the period in mutual consultation.

#### **Article 6 Termination of the Contract**

Inner Bliss Travels and the Participant cannot terminate the agreement after acceptance, unless otherwise agreed. In principle, no notice period is included in the Agreement, unless otherwise agreed.

In case of termination of the Contract, Inner Bliss Travels will charge the all costs incurred to the Participant. In the event that the Contract has been entered into for a definite period and the Contract is terminated by the Participant, the Participant will not receive a refund of the price already (pre-)paid.

#### **Article 7 Amendments of the Contract**

If, during the implementation of the Contract, it becomes apparent that it is necessary to amend or supplement the Contract to ensure its proper implementation, then Inner Bliss Travels will inform the Participant of this as soon as possible. The parties will then amend the Contract in a timely manner and in mutual consultation.

If the parties agree that the Contract will be amended or supplemented, this can influence the time of the completion of the implementation. Inner Bliss Travels will inform the Participant of this as soon as possible.

Amendments to the Contract originally entered into between the Participant and Inner Bliss Travels are only valid from the time at which these amendments are accepted in writing by both parties by means of a supplementary or amended Contract.

#### **Article 8 Implementation of the Contract**

Inner Bliss Travels will implement the Contract to the best of its knowledge and ability, and in accordance with the requirements of good workmanship.

Inner Bliss Travels is entitled to arrange for certain work to be carried out by third parties. The applicability of Article 7:404, Article 7:407, paragraph 2 and Article 7:409 of the Dutch Civil Code is explicitly excluded.

The Yoga School bears full responsibility with regard to Yoga activities. The Yoga School will organize the activity in such a way to prevent injuries. The Yoga School assumes full responsibility for injuries.

The Yoga School will ask for the Participant's medical information and coordinate the activity accordingly. The Participant is obliged to be honest about his medical file at all times and is responsible for this.

The Participant will issue all information or instructions that are necessary for the implementation of the Contract, or which the Participant can be reasonably expected to understand are necessary for implementation of the Contract, to Inner Bliss Travels in a timely manner.

If the above-mentioned information and instructions are not issued, or not issued in a timely manner, then Inner Bliss Travels is entitled to suspend the implementation of the Contract. The additional expenses that are incurred through the delay will be borne by the Participant.

## **Article 9 Prices**

The Participant is obligated to pay a compensation to Inner Bliss Travels for the Treatment: the Price.

The prices are expressed in euros or dollar and inclusive of VAT, travel and agency costs, unless indicated otherwise.

Prices include the following costs: room and board, yoga sessions, two meals a day, spiritual activities, unless stated otherwise. The prices do not include the costs for a plane ticket.

If the Price isn't expressly agreed, the Price will be determined by the actual amount of hours and the usual hourly fee of Inner Bliss Travels.

## **Article 10 Amendment of Prices**

If Inner Bliss Travels agrees a fixed Price when the Contract is entered into, then Inner Bliss Travels is entitled to increase this Price also when the Price is not originally specified provisionally.

If Inner Bliss Travels has the intention of amending the Price, it will inform the Participant of this as soon as possible.

If the increase of the Price takes place within three months of the Contract being entered into, the Participant can terminate the Contract by means of a written statement, unless:

- the increase arises from a right of Inner Bliss Travels or an obligation resting upon Inner Bliss Travels in accordance with the law;
- the increase is due to a rise in the price of raw materials, wages etc. or on other grounds that could not reasonably have been foreseen when the Contract was entered into;
- Inner Bliss Travels is still prepared to implement the Contract on the basis of that which was originally agreed;
- it is stipulated that the implementation will be carried out more than three months after the Contract was entered into.

Inner Bliss Travels will inform the Participant in the event of the intention to increase the Price, stating the extent of the increase and the date upon which it will take effect.

## **Article 11 Intake**

The Participant can contact Inner Bliss Travels via the website of Inner Bliss Travels ([www.innerblisstravels.com](http://www.innerblisstravels.com)), e-mail, telephone or skype.

The Participant also has the option of immediately requesting a quote.

Inner Bliss Travels will then contact the Participant within 24 hours, except on weekends.

## **Article 12 Coaching**

Inner Bliss Travels also offers coaching to the Participant. The coaching depends on the Participant's request and is tailored to personal goals, such as feeling healthier, balance in life or other wishes. Inner Bliss Travels and the Participant make a plan of action together.

The coaching depends on the booking package. The coaching can take place a week in advance, but also two months in advance. This depends on the booking package.

### **Article 13 Data requests**

In order to give Inner Bliss Travels the opportunity to realize the Treatment of the Participant as well as possible, it may be necessary for Inner Bliss Travels to have access to the Participant's data. This data can include, for example: medical data from a general practitioner or hospital, a treatment plan, an intake report, a DSM classification or other relevant data.

Inner Bliss Travels asks the Participant for his / her written permission, after consultation with the Participant, to be able to exchange matters with relevant organizations in order to clarify certain matters in order to promote the Treatment at Inner Bliss Travels.

### **Article 14 Treatment**

After the Treatment of the Participant has started, the Participant will travel to his destination. The Participant may receive coaching from Inner Bliss Travels for this. The coaching depends entirely on the wishes of the Participant.

The activities can differ per day. The Inner Bliss Travels Treatment is aimed at exclusive, targeted and intensive guidance. Inner Bliss Travels believes that exercise can restore balance to body, mind and spirit. The activities consist of coaching, yoga, mindfulness, nutrition, meditation, breathwork, rebirthing and other bodywork.

The Participant has the option of coaching up to two months after the trip.

### **Article 15 Payment**

Payment will take place by means of transfer to a bank account specified by Inner Bliss Travels.

Payment is made in advance. The Participant has the option to pay in installments up to 2 months before departure. The Participant has the option to pay the full amount 1 day before departure.

The Participant is not authorised to deduct any amount from the payable amount by reason of a counterclaim made by the Participant.

Inner Bliss Travels is entitled to invoice the Participant for work carried out in the period in question.

Objections to the level of the invoice do not have the effect of suspending the payment obligations.

In the event of bankruptcy, suspension of payment or placement under conservatorship, the amounts owed to Inner Bliss Travels and the obligations of the Participant towards Inner Bliss Travels are immediately claimable.

### **Article 16 Suspension and termination**

#### Suspension

If the Participant does not fulfil an obligation arising from the Contract, or does not meet it fully or in a timely manner, then Inner Bliss Travels is entitled to suspend the corresponding obligation. In the event of partial or inadequate fulfilment, suspension is only permitted in so

Moreover, Inner Bliss Travels is entitled to suspend the fulfilment of the obligations if:

- after the Contract is entered into, Inner Bliss Travels becomes aware of circumstances that give good grounds to fear that the Participant will not fulfil its obligations;
- the Participant is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;

- circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of Inner Bliss Travels.

Inner Bliss Travels reserves the right to claim compensation.

### Termination

If the Participant does not fulfil an obligation arising from the Contract, or does not meet it fully, in a timely manner or properly, then Inner Bliss Travels is entitled to terminate the Contract with immediate effect, unless the shortcoming, in view of its limited significance, does not justify the termination.

Moreover, Inner Bliss Travels is entitled to terminate the Contract with immediate effect if:

- after the Contract is entered into, Inner Bliss Travels becomes aware of circumstances that give good grounds to fear that the Participant will not fulfil its obligations;
- the Participant is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
- due to a delay on the part of the Participant, Inner Bliss Travels can no longer be required to fulfil the Contract under the originally agreed conditions;
- circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of Inner Bliss Travels;
- the Participant is declared bankrupt, submits an application for a suspension of payment, requests the application of debt rescheduling for natural persons or is served with a writ of sequestration on all or part of its property;
- the Participant is placed under conservatorship;
- the Participant deceases.

Termination will take place by means of a written declaration, without judicial intervention.

If the Contract is terminated, the Participant debts to Inner Bliss Travels become immediately due and payable.

If Inner Bliss Travels terminates the Contract on the above-mentioned grounds, Inner Bliss Travels is not liable for any costs or compensation.

If the termination is attributable to the Participant, the Participant is liable for the damage suffered by Inner Bliss Travels.

### **Article 17 Force majeure**

It is possible that Inner Bliss Travels or the Participant cannot fulfill an obligation under the Contract. Such a shortcoming cannot be attributed to Inner Bliss Travels or the Participant if the shortcoming is not due to his / her fault, nor is it for his / her account by law, legal act or generally accepted beliefs. In this case, the parties are also not obliged to fulfill the obligations arising from the Contract.

In these General Terms and Conditions, force majeure is understood to mean, in addition to what is understood in that area in law and jurisprudence, all external causes, unforeseen, on which Inner Bliss Travels cannot exert influence and as a result of which Inner Bliss Travels cannot fulfill its obligations.

Circumstances that cause force majeure include: lockout, fire, water damage, natural disasters or other external disasters, mobilization, war, blockades, import or export obstructions or other government measures, delay in the supply of raw materials or machine parts, as well as any circumstance, as a result of which the normal course of the Inner Bliss Travels is obstructed, as a result of which the fulfillment of the Contract by Inner Bliss Travels may not reasonably be expected of the Participant. Inner Bliss Travels also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment of the Contract occurs after Inner Bliss Travels should have fulfilled its obligation.

In case of force majeure Inner Bliss Travels remains entitled to charge the costs incurred to the Participant. Inner Bliss Travels also remains entitled to compensation.

Inner Bliss Travels is entitled to terminate the agreement in case of force majeure, without being obliged to pay any compensation.

If the situation of force majeure is of a temporary nature, Inner Bliss Travels reserves the right to suspend the agreed performance for the duration of the force majeure situation. In case of permanent force majeure, both parties are entitled to dissolve the Contract out of court.

If, at the time of the commencement of force majeure, Inner Bliss Travels has already partially fulfilled or will be able to fulfill its obligations under the Contract, and the part fulfilled or to be fulfilled respectively has independent value, Inner Bliss Travels is entitled to fulfill or fulfill the already fulfilled respectively. part to be invoiced separately. The Participant is obliged to pay this invoice as if it were a separate Contract.

## **Article 18 Liability**

The Contract between Inner Bliss Travels and the Participant leads to a best efforts obligation and not an obligation to achieve results. Inner Bliss Travels therefore guarantees that the work performed by it complies with the Contract and is performed properly, but can never guarantee a specific result.

Inner Bliss Travels is only liable for direct damage caused by conscious recklessness or intent on the part of Inner Bliss Travels. Direct damage should only be understood to mean:

- Material damage to the property of the Participant;
- Reasonable costs incurred by the Participant to determine the liability and (the extent of the direct) damage;
- Reasonable costs that the Participant has reasonably incurred, and could and could reasonably incur, to prevent or limit the damage, insofar as the Participant demonstrates that these costs have led to a limitation of the direct damage;
- Reasonable costs that the Participant has reasonably incurred in order to obtain payment out of court, as referred to in article 6:96 paragraph 2, sub c of the Dutch Civil Code.

Inner Bliss Travels is not liable for damage, of whatever nature, resulting from Inner Bliss Travels basing its actions upon inaccurate and/or incomplete information provided by the Participant, unless this inaccuracy or incompleteness ought to have been known to Inner Bliss Travels.

Inner Bliss Travels is not liable for mutilation, destruction, theft or loss of data or documents.

The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of Inner Bliss Travels or its managerial subordinates.

If Inner Bliss Travels should be liable for any damage, the liability of Inner Bliss Travels is limited to the amount to a maximum of once the amount stated in the invoice or to the amount to which the insurance affiliated by Inner Bliss Travels provides entitlement, increased by the own risk that Inner Bliss Travels bears in accordance with the insurance.

The Participant must report the damage for which Inner Bliss Travels can be held liable to Inner Bliss Travels as soon as possible, but in any event within 10 days of the damage having arisen, on penalty of the forfeiture of any right to compensation for this damage.

Any liability claims against Inner Bliss Travels lapses within one year of the Participant having become aware, or possibly reasonably having become aware, of the harmful event.

Inner Bliss Travels is not liable for the stay of the Participant. Inner Bliss Travels only facilitates the trip, but is not responsible for the stay.

## **Article 19 Indemnity and limitation period**

The Participant indemnifies Inner Bliss Travels against any claims by third parties who suffer damage in connection with the implementation of the Contract which is attributable to the Participant.

If Inner Bliss Travels may be sued for this reason, then the Participant is bound to provide Inner Bliss Travels with both judicial and extrajudicial support. Furthermore, all costs and damage on the part of Inner Bliss Travels and third parties will be at the expense and risk of the Participant.

In departure from the legal limitation period, a limitation period of one year applies to all claims against Inner Bliss Travels and any third parties brought in by Inner Bliss Travels.

The foregoing shall not apply to claims which are based on the non-conformity of the delivered goods of the Contract. In this case claims lapse after two years after the Participant has informed Inner Bliss Travels about the defect of the delivered good.

## **Article 20 Intellectual property**

Inner Bliss Travels reserves the rights and powers accruing to it under the provisions of the Copyright Act and other intellectual property legislation and regulations.

Inner Bliss Travels reserves the right to utilize the knowledge acquired for the performance of the work and general information for other purposes and other work, in so far as no confidential information is hereby communicated to third parties.

## **Article 21 Confidentiality**

Both Inner Bliss Travels and the Participant are obliged, for the duration of and after the termination of the Contract, to maintain confidentiality regarding all facts and particulars concerning the business which they know or can reasonably suspect are confidential. This duty of confidentiality also includes all details of employees, clients, commissioning bodies and other business contacts which are learned of by reason of the Contract.

## **Article 22 Privacy**

Inner Bliss Travels acts in accordance with the GDPR, which is effective from May 25, 2018.

Inner Bliss Travels will keep the data and information that the Participant provides to Inner Bliss Travels carefully and confidentially. Inner Bliss Travels shall not keep the personal data longer than necessary.

Inner Bliss Travels will only use the details and information of the Participant in the context of the execution of its delivery obligation or the handling of a complaint.

It is not permitted for Inner Bliss Travels to lend out, rent, sell or in any other way make public the personal data of the Participant.

The Participant has the right to inspect, correct and request deletion of the personal data transferred. The Participant is entitled to file a complaint with the Dutch Data Protection Authority regarding his / her personal data. The Dutch Data Protection Authority is obliged to handle this complaint.

The Participant agrees that Inner Bliss Travels may approach the Participant for statistical or customer satisfaction research. If the Participant does not wish to be approached for research, the Participant may make this known.

### **Article 23 Cookies**

When visiting the website, Inner Bliss Travels can collect information from the Participant about the use of the website by means of cookies.

The information that Inner Bliss Travels collects through cookies may only use this personal data for necessary specific purposes.

### **Article 24 Voucher**

A Voucher can only be outsourced to Inner Bliss Travels.

The Other Party must keep a Voucher carefully. No compensation will be paid in case of theft or loss.

A voucher is only valid for 1 year. The period of validity is stated on the Voucher.

Vouchers cannot be returned or exchanged for cash unless otherwise agreed.

### **Article 25 Newsletter**

The Participant can sign up for the newsletter.

The newsletter will keep the Participant informed of the latest new and the most recent developments.

The Participant will receive the newsletter by e-mail.

The Participant can opt out in writing of though a hyperlink of the newsletter at any time. In this case the Participant will receive no more messages.

### **Article 26 Amendment of the General Terms and Conditions**

Inner Bliss Travels is entitled to amend the general terms and conditions unilaterally.

Amendments will also apply to Contract that are already concluded.

Inner Bliss Travels will inform the Participant by e-mail about the amendments.

The amendments to the general terms and conditions will be in force thirty days after the Participant is informed of the amendments.

If the Participant does not agree with the announced amendments, the Participant is entitled to terminate the Contract.

### **Article 27 Applicable law and disputes**

Dutch law is exclusively applicable to all legal relationships to which Inner Bliss Travels is a party. This also applies if an obligation is wholly or partly fulfilled outside of the Netherlands or if the Participant has its place of business outside of the Netherlands.

Disputes between Inner Bliss Travels and the Participant will only be submitted to the competent judge in the Netherlands, unless the law mandatorily prescribes otherwise.