



POSITIVE MIND TERMS AND CONDITIONS:

1. General

Positive Mind is an institute for Mindfulness- and MBSR trainings and workshops, as well as meditation classes and retreats. The owner is Wiebke Kunze. This business is registered at the Chamber of Commerce (Kamer van Kophandel) under number: 75891433

With registering for a training or class all participants agree to the Terms & Conditions as stated below.

2. Provided Services and Application

A. These terms and conditions apply to the following services offered by Positive Mind:

- MBSR Training (8-week training) for individuals (adults and older children), groups and companies
- Mindfulness Based Interventions of various length
- Mindfulness workshops for Individuals and companies
- A variety of mindfulness meditation classes for people of all ages
- Silent retreat days

Due to the current pandemic all trainings and classes are also available online!

- B. Deviation from these terms and conditions is only possible if Positive Mind agrees in writing.
- C. Other conditions only apply if Positive Mind has agreed in writing.

3. Registration

- A. Registration for an activity takes place by means of digital or written registration. The order of registration determines the order of placement.
- B. If there is a financial obligation upon registration, the registration is not completed until this has been met.
- C. Positive Mind confirms the registration digitally or in writing and points out the payment obligations.
- D. In the event of insufficient registration, Positive Mind will return already made payments.

4. Statutory cooling-off period

- A. Anyone who enters into a contract with Positive Mind has a seven-day cooling-off period in accordance with legislation, during which the participant can still decide to withdraw participation free of charge. This must be done digitally or in writing.
- B. This period starts at the moment of registration by the participant. The date of the E-mail or the postmark will be used as the date.

5. Agreement

An agreement between the participant and Positive Mind is coming into effect by the acceptance of the registration, which is confirmed as follows:

- A. Digital or written acceptance/confirmation from Positive Mind on the basis of the digital or written registration or
- B. The digital or written sending of a confirmation/agreement by Positive Mind, which is signed 'for approval' by the participant and returned by post within two weeks. Failure to return this confirmation/agreement does not release the participant from his or her obligations.

6. Intake

Every participant of the 8-week MBSR Training is obligated to have an intake meeting. This meeting can take place in person, via phone or zoom call. The duration is approx. 30 minutes. In exceptions the intake can be substitute by a questionnaire. If the training takes place in a company setting different rules may apply.

7. Privacy

Privacy is a very important matter to Positive Mind. Collected information from participants are strictly confidential and will not be passed on to third parties. Positive Mind will use the name and email address of participants to keep them updated about future events. This service can be cancelled at any time by email under: info@positive-mind.eu

All other personal information will be stored digitally and erased one year after finishing the last training or class.

For more details about Privacy, see the privacy and data protection information.

All personal data is treated confidentially and is only available to the trainer. Third parties do not have access to this and information about your participation will not be shared with anyone without your consent.

8. Payment

Participants may be eligible for a (partial) reimbursement of the costs of the training by, for example, your employer or health insurance company. This matter is entirely the responsibility of the participant. It is advised to ask for clarity in advance. A registered account will be provided on request.

MBSR Training, Silent Retreat Day and Workshops:

After registration and, if applicable, the intake meeting every participant receives an invoice. All payments need to be finalised 20 days after the invoice has been issued, or at least seven days before the start of the event, whatever comes first.

Meditation Classes:

Meditation classes must be paid at least 48 hours prior to the class. It is possible to buy one class or classes for one calendar month.

If payment is not made on time, Positive Mind address the participant digitally or in writing once, after which payment must be made within seven days. If this is not the case, Positive Mind has the right to claim payment including statutory interest and the participant can be excluded from participation. If a collection or legal procedure is necessary to have the participant meet his obligations, all costs involved will be for his or her account.

9. Cancellation & Termination

All cancellations have to be made in writing, either digitally with email or postal.

MBSR Training:

MBSR is a training that lives from the group experience. Therefore, it is essential that every participant is committed to the weekly schedule and an extra day on the weekend for the silent retreat day. In case a group member cannot take part in one of the sessions it is expected to cancel that session 24 hours before it starts. In case a participant misses more than three classes the trainer might suggest the termination of the training. Make up sessions can then be offered, if available, but are not guaranteed. There is no refund for missed classes!

If a participant wishes to cancel the whole training, then this is possible with a full refund up to four weeks prior to the start of the training as stated on the registration form. For cancellations received less than four weeks but more than two weeks before the starting date of the training, there will be a cancellation fee of 25% of the total cost stated on the invoice. If a participant cancels the training less than two weeks prior to the start of the event there will be a cancellation fee of 50% of the costs stated on the invoice. Cancellations after the start of the training will not be refunded.

Silent Retreat Day:

Silent retreat days can be cancelled 7 days prior to the event with a full refund. There will be no refund for any cancellations after that deadline. In case a participant wishes to postpone their

participation due to sickness or an emergency, Positive Mind might offer a spot in the next available silent retreat day, however, this cannot be guaranteed.

Meditation Classes:

Meditation classes can be cancelled 24 hours before the start of the class. Later cancellations will not be recognised. Make up classes are not available.

If a participant has to terminate the service he or she signed up for after the start of the event, refund for the remaining time will only be given if the termination is the result of a force majeure.

10. Prices

Positive Mind offers activities at predetermined prices. If there are additional costs that must also be paid, this will be indicated in advance. Unless otherwise indicated, the published prices include the statutory VAT rate. Prices offered to non-private persons are always exclusive of VAT unless stated otherwise.

11. Liability

Positive Mind is responsible for the quality of all deliveries and makes every effort to the best of its knowledge and ability to ensure that expectations are met. However, every mindfulness training focuses on living more attentively and consciously and dealing with stress and pain differently. The attitude and skills that you are given for this require practice. This training is based on self exploration and empathy, it's not a therapy, nor does it replace any form of medical treatment or therapy. The trainer will do her work with all attention and care and support you with regard to practice. However, you remain fully responsible for your own experience, the practice and the effects of this training. Positive Mind can never be held liable for carrying out the training and its effects.

Positive Mind will also not be responsible for physical damage unless in cases of shortcomings or wrongful acts, if the damage is directly, and only the result of gross negligence. This liability is limited to the invoice amount, minus the relevant sales tax of the delivered service.

Also can Positive Mind not be held responsible for any loss or damage of personal belongings.

If you are being treated by a care provider or care provider (medical professional or psychologist), you are urgently advised to discuss your participation with them in advance.

Positive Mind will take no responsibility for the occurrence of mental difficulties during or after the training. During the intake meeting participants have to answer truthfully whether they are mentally stable enough to take part in a mindfulness intervention program of any form. If there is doubt participants need to consult their medical professional or psychologist before starting the training.

In case Positive Mind gets the impression that the provided information is not sufficient, Positive Mind reserves the right to reject participations from trainings and classes for safety reasons.

12. Course location

If rented space is used, Positive Mind will do everything in its power to ensure that the quality corresponds to the expectations outlined. However, the lessor is responsible for safety, hygiene, accessibility, etc.

Positive Mind is entitled to move an activity to another location within a driving distance of 10 km from the previously intended location. If the distance is greater, the participant can renounce participation without obligation. If this is the case during an ongoing activity, the participant will receive the money back in proportion to the part not enjoyed.

13. Force majeure situations

Force majeure exists if, in unforeseeable circumstances, it is impossible or cannot reasonably be expected that obligations will be met.

If a participant ends up in a non-attributable force majeure situation after registration, as a result of which participation becomes wholly or partially impossible from that moment on, Positive Mind is prepared in all reasonableness and in consultation to find a solution.

In case of force majeure, Positive Mind is entitled to make changes without compensation to the management, the teaching material, the planned dates and the location where the activity would take place. The interests of the participants will of course be taken into account as much as possible.

14. Privacy

Positive Mind ensures the confidential treatment of personal information of the participants in accordance with the applicable privacy law AVG. See the privacy statement of Positive Mind as can be found on the website.

Name and e-mail address of participants are included in the customer file of Positive Mind in order to keep the person concerned informed of its activities. Also who signs up for the newsletter. If sending is no longer appreciated, this will be respected immediately.

The participant agrees, unless it is indicated in advance not to wish this, with the distribution of his name and email address to the management and fellow participants.

15. Intellectual Property

All materials used during the trainings and classes at Positive Mind, as well as all recorded meditations provided on the website are exclusively for that purpose and are under copyright. It is not allowed to duplicate any materials without written consent. Online meditations may be downloaded for personal use only.

16. Professional association

The trainers of Positive Mind are certified trainers by or members of the Association for Mindfulness. As a result, they are bound by the Code of Honor of this association, which can be found on www.verenigingvoormindfulness.nl.

17. Complaint Procedure

Anyone who has a complaint first tries to resolve it with Positive Mind. If this is not possible or if there are reasons why this is not possible, the complainant is free to use the complaints procedure referred to below or to initiate legal proceedings. The complaints procedure that can be used is that of the Association for Mindfulness. This association has a Code of Honor with a complaints procedure which can be found at www.verenigingvoormindfulness.nl.

Positive Mind the complainant can never be held to a complaints procedure other than the one mentioned above if this was not agreed upon when entering into the contract.

d. As long as a complaint has not been resolved, all involved will treat each other with respect, will not disclose it to third parties and will treat all data confidentially.

Despite all efforts Positive Mind does not give any guarantee for the success of any given training or class.

18. Changes in the Terms & Conditions

Positive Mind is entitled to do changes of minor importance at any time. Major changes in content will be discussed with the participants in advance. In case clients disagree with the changes, they have the right to terminate the contract with Positive Mind.

19. Applicable law

Dutch law applies to every agreement in which Positive Mind is involved. If disputes are submitted to the competent court, this will be in Tilburg.

End of terms and conditions