

Terms and Conditions – ‘Craft your way to Mindfulness’ course

Please read these terms and conditions before registering for the course. By registering, you agree to these terms and conditions.

Please note:

- Registration is on a first-come, first-served basis. Your place is only confirmed once payment has been received and you have received a confirmation email. When a course is fully booked, a waiting list will be started.
- Participants are expected to clean up after themselves and return all borrowed tools and equipment at the end of each workshop.
- Please ask permission from instructors and fellow participants before taking photos. No filming is allowed during the workshops.
- Phones should be switched off or set to silent during the workshops. If you need to take call, please leave the room first.

ABOUT US

The Path of Mindfulness (The Provider)

Address: De Vetbergen 13, 5581TX Waalre

KVK: 98874918

Email address: may.tee.mindfulness@gmail.com

1. DELIVERY

Workshops will be given in collaboration with KMcakes. KVK: 68251300

2. DEFINITIONS

Participant ("you", "your"): The natural person who does not act for purposes related to his trade, business, craft or professional activity. Provider ("we," "us" or "our"): The Path of Mindfulness and KMcakes.

3. PRICES

The price includes four workshop sessions. All prices stated include VAT (BTW), unless otherwise indicated.

4. REGISTRATION & CONFIRMATION

Your registration is only final once payment has been received and you have received an email confirming this. If payment is not received on time, we will regard this as cancellation of your registration.

5. ABSENCE

The workshop series consists of a set of 4 workshops each of which builds on the knowledge from the previous. If you miss a workshop in the series, no refund nor replacement lesson will be given.

6. CANCELLATION BY PARTICIPANT

You may cancel at any time without giving a reason, however cancellation may incur a fee. Cancellations must be submitted in writing via email to info@thepathofmindfulness.nl.

If you cancel more than 2 months before the start date a full refund will be offered.

If you cancel between 2 months and 14 days before the start date, 25% of the registration fee will be charged to cover costs incurred. If you cancel within 14 days of the start date, the right to a refund will lapse.

7. CANCELLATION BY PROVIDER

If the Provider must cancel an entire course, (for example, due to lack of sufficient enrolment) the Participant will be notified by email and offered a refund.

If the Provider must cancel a workshop during a series, the Participant will be notified by phone and / or email and offered an alternative date or a partial refund for the missed workshop.

The Provider is not liable for any consequential loss or travel expenses incurred by the Participant due to a cancelled or rescheduled session.

Except in the case of emergencies or other exceptional circumstances, any cancellations made by the Provider will be communicated at least 1 week before the start of the workshop(s).

8. PRIVACY

The Path of Mindfulness complies with the General Data Protection Regulation (GDPR). Our privacy statement can be found at

<https://thepathofmindfulness.nl/privacy-policy/>

KMcakes complies with the General Data Protection Regulation (GDPR). Our privacy statement can be found at www.kmcakes.nl

The Path of Mindfulness is responsible for processing registrations and collecting course fees. To organise and deliver the Course, The Path of Mindfulness will share your name, and contact details with KMcakes, the co-provider of the Course.

Your information will be used only for purposes connected with the Course, including confirming your booking, sending practical information, and responding to course-related questions.

The Path of Mindfulness and KMcakes will each process your information in accordance with applicable data-protection law. Your information will not be sold or shared with third parties.

If you choose to receive emails relating to future crafting, mindfulness or similar courses provided by The Path to Mindfulness and/or KMcakes, you can unsubscribe from marketing emails at any time.

9. COPYRIGHT

All materials provided during the course or workshop (such as handouts, audio recordings, manuals, and presentations) are the intellectual property of the Provider. Participants are not permitted to copy, share, distribute, nor use these materials for commercial purposes without prior written consent from the Provider.

KMcakes and The Path of Mindfulness retain and/or are entitled to their copyrights and all other intellectual and/or industrial property rights in the workshops, theory, visual materials, teaching materials, etc. created, supplied and/or produced by them, whether or not electronically.

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10. FORCE MAJEURE

The Provider will do their utmost to deliver a high-quality product. In the event of illness or force majeure, The Provider will do everything that may reasonably be expected of them to find a suitable solution. However, The Provider is not liable if their obligations cannot be fulfilled as a result of force majeure. In the event of illness or force majeure, The Provider reserves the right to dissolve the agreement in whole or in part, or to require that the content of the agreement be amended in such a way that performance remains possible.

Force majeure means any external cause and any circumstance that should not reasonably be at the risk of The Provider. Force majeure includes, among other things, but is not limited to, the following situations: extreme weather, accidents, delay or non-performance by suppliers, internet disruptions, power failures, email traffic disruptions, and disruptions or changes in technology supplied by third parties, transport problems, strikes, government measures, delays in supply, supplier negligence, staff illness, and defects in auxiliary or transport equipment.

The Provider are under no circumstances obliged to pay any penalty or compensation. The Provider's liability is limited to the invoice amount.

11. LIABILITY

The Provider is liable to you only for damage that is the foreseeable and direct consequence of an attributable failure by The Provider in the performance of its obligations under the agreement between it and the customer. Any form of consequential or indirect damage, including but not limited to business loss, delay damage other than statutory interest, damage due to depreciation, loss of enjoyment, loss of profit or loss suffered, damage to third-party goods, cargo damage, and personal or non-material damage, is excluded from compensation. To the extent that The Provider is obliged, pursuant to paragraph 1 above, to compensate damage, this shall concern only damage for which The Provider is insured, or reasonably should have been insured, provided that liability shall never exceed the invoice value of the agreement.

12. HEALTH

Please note, this course is not art therapy and The Providers are not therapists. Mindfulness courses and workshops are intended to be supportive and educational, and are not a substitute for medical or psychological treatment. Anything on the website or stated during the course does not constitute medical or professional advice, diagnosis or treatment. Participants are responsible for their own physical and mental well-being during the sessions.

13. NO GUARANTEE

We do not guarantee any results whatsoever as a result of you taking any specific action, whether recommended by us or not.

14. COMPLAINTS

We want you to enjoy your time with us and hope you have no complaints, but if you do, please let us know immediately. Where possible, and if this may reasonably be expected of us, we will do our best to help you as quickly as possible.

Report your complaint by email to may.tee.mindfulness@gmail.com

15. GOVERNING LAW

Dutch law applies to all our agreements.

If any court or competent authority finds that any provision of these General Terms and Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these General Terms and Conditions shall not be affected.