

## TERMS AND CONDITIONS HOLY shit.

### **Terms and conditions of registration, reservation, payment and cancellation of ceremonies, workshops, gatherings and holistic coaching.**

#### *Article 1: Applicability*

- 1.1 These Terms and Conditions apply to all offers and agreements concerning the arranging of ceremonies, workshops, gatherings and the holistic coaching of a client/participant, excluding potentially differing terms and services.
- 1.2 The possibility that (part of) these terms do not apply, does not affect the applicability of the remaining terms. HOLY shit.

#### *Article 2: Registration*

- 2.1 Registration for ceremonies, holistic coaching and certain workshops is done by filling in the registration form on the website ([www.holyshit.nl](http://www.holyshit.nl)) or by e-mailing a registration form provided by HOLY shit. In case the client/participant is under the age of 18, a legal representative is required to fill in the registration form. Gatherings like HOLY sharing circles do not require any forms; paying beforehand suffices to reserve a spot.
- 2.2 The agreement comes about after receiving the registration form, completely filled in and signed. By sending in the registration form, the participant is required to pay for the event in question.
- 2.3 After we've received your registration form, we speak of provisional registration. The participant is notified of this by means of a confirmation sent electronically or by telephone. The registration is definitive:
  - when there is a sufficient number of registrations. Or when HOLY shit. deems the number of registrations sufficient.
  - when there is an open space for said event. Registrations are handled in the order in which the forms are received.
  - Concerning ceremonies and conscious breathwork: when the participant is deemed mentally and physically suited to participate in the event.
- 2.4 HOLY shit. has the right to change the location of an event.
- 2.5 All mentioned prices on the website are for private individuals, including VAT. It is possible to declare certain workshops or coaching sessions as business costs. In those cases, the prices are excluding 21% VAT.

#### *Article 3: Cancellation and alteration*

- 3.1 Cancellation must happen by e-mail or telephone.
- 3.2 The following rules apply to the cancellation of ceremonies, workshops and gatherings: if you cancel within 14 days before the starting date of the event, 100% of the total bill will be charged.
- 3.3 The following rules apply to the cancellation of holistic coaching: if you cancel or reschedule within 48 hours before the beginning of the session, you will be charged 100% of the total bill.
- 3.4 Breathing circles require a cancellation minimum of 72 hours in advance to receive full refund. If you cancel within 72 hours of the event we will have to charge you for the full amount.

#### *Article 4: Subscriptions*

- 4.1 Subscriptions go into effect immediately after we have received your first payment. The subscription fee should be paid in advance. The payment terms will be conducted as agreed upon in the subscription terms. After the first term, subscriptions that do not automatically end will be converted into an indefinite subscription.
- 4.2 HOLY shit. uses a one month cancellation notice term. If you would like to cancel your subscription, please notify us via your online account or per email. We ask that you cancel your subscription 7 days before the end of the month.

- 4.3 Subscription fees will be collected on the first day of the month.
- 4.4 For all HOLY shit. subscriptions a 14 day right of withdrawal period applies in accordance with the law.
- 4.5 It is possible to pause your subscription. If you break a leg, are planning extended travels, or for some other reason can't attend for a longer period of time, we can pause your subscription. The minimal pause time is 4 weeks. You can hold on to your subscription for a maximum of 6 months. After 6 months you will be unsubscribed, and you can resubscribe at any given time. You can pause your subscription a maximum of three times per subscription duration.

*Article 5: Payment and consequences of negligent or tardy payment*

- 5.1 The client/participant is required to pay the owed amount of money no later than three weeks before the start of a ceremony, workshop or gathering, unless agreed differently in writing.
- 5.2 If the owed amount is not paid in time, HOLY shit. has the right to stop its duties and/or exclude the client/participant from participation.
- 5.3 It can be arranged to pay the total owed amount in terms. This must be arranged and agreed upon with HOLY shit.
- 5.4 If the terms in which payments should be made, are not met, this agreement will be cancelled without notification and the client/participant can no longer lay claim to it. The total amount of money will be demanded immediately and HOLY shit. has the right to exclude the client/participant from further participation if this amount cannot be paid.
- 5.5 Coaching sessions are billed afterwards. The payment term is 14 to 30 days after the date of billing.
- 5.6 If the coaching process bill is not paid in time, HOLY shit. has the right to stop the coaching process and cancel any following coaching appointments.
- 5.7 By lack of payment, untimely payment or incomplete payment, the client/participant is legally in default and owes a contractual interest of 1% per month over the unpaid amount. Part of a month is counted as a full month. HOLY shit. proclaims compensation of the extrajudicial collection costs with a height of 15% of the total sum with a minimum of €250,-. If the client/participant is an individual not acting as representative of a profession or company, the Extrajudicial Collection Costs Standardization Act applies.

*Article 6: Practice of the study, course, coaching process or workshop*

- 6.1 HOLY shit. works to carry out the ceremony, workshop, gathering or holistic coaching to our best abilities. The agreement made with HOLY shit. obliges HOLY shit. to make efforts, not results.
- 6.2 If HOLY shit. cannot act according to the agreement because of circumstances unforeseen at the time of drawing up the agreement, HOLY shit. has the right to alter the agreement so that it is possible to carry it out.
- 6.3 HOLY shit. has the right to cease its duties if unexpected circumstances out of its control temporarily prevent it from carrying out those obligations.
- 6.4 If required to sufficiently carry out the agreement, HOLY shit. has the right to allow third parties to carry out certain activities. This will always happen in consideration of and in good communication with the client/participant.
- 6.5 HOLY shit. strives to carry out planned ceremonies, workshops, gatherings and coaching sessions at all times. If circumstances do not allow the event to continue, HOLY shit. cannot be held accountable by the client/participant.
- 6.6 HOLY shit. has the right to alter the programs or dates of courses, workshops or classes if that would increase the quality of the program.

*Article 7: Obligations participant*

- 7.1 The client/participant is obliged to offer all information asked by HOLY shit. and to fill in all forms correctly and completely.

7.2 The client/participant is obliged to act as a good participant. This means that he/she will make effort to follow the ceremonies, workshops, gatherings and holistic coaching to the best of their abilities and to treat the trainer/coach and, potentially, other participants with respect and to follow the instructions and rules. If the client participates in a workshop, ceremony or sharing circle, or in any form of individual guidance, then the information about other participants will be handled confidentially, to create an atmosphere of trust and openness in which participants can share their thoughts and in which an optimal healing process can exist. The participant is obliged to handle everything that is shared in the participant's group with confidentiality.

#### *Article 8: Personal responsibility*

8.1 Following a ceremony, workshop, gathering or holistic coaching is done at the risk and responsibility of the participant. We ask that people suffering serious illnesses, undergoing psychiatric treatment or experiencing other specific complaints, contact HOLY shit. beforehand to solve any practical problems and to discuss whether the ceremony, workshop, gathering or holistic coaching would fit this person.

#### *Article 9: Cancellation of the agreement*

9.1 The client/participant can cancel an agreement at all times. Cancellation does not guarantee restitution of costs or relieves obligation of payment.

9.2 HOLY shit. has the right to cancel the agreement if the client/participant falls short in following their obligations. The participant does not have any right to compensation of costs and/or damage. The obligation to payment of the total costs will not be lessened in this situation.

#### *Article 10: Liability*

10.1 No rights can be derived from brochures or texts on the website.

10.2 HOLY shit. is not liable for any damage the client/participant suffers, unless the damage concerns intent or if HOLY shit. or its partners are explicitly to blame.

10.3 For example, HOLY shit. is not liable for:

- damage sustained because HOLY shit. followed incorrect and/or incomplete information offered by the client.
- damage sustained by the client's behaviour and actions, for example not following instructions.
- loss, damage or theft of the client's belongings.
- indirect damage like consequential damage, lost profit, invested work hours and damages done by company stagnation.
- shortcomings of third parties contacted by HOLY shit.

10.4 Potential liability of HOLY shit. is explicitly limited to the amount that HOLY shit.'s liability insurance(s) pays out in the situation in question.

10.5 If for any reason the insurance company refuses payment, liability of HOLY shit. is limited to a maximum of the costs of the ceremony, workshop, gathering or holistic coaching per cause of damage, in which a subsequent order of events is counted as one event.

10.6 Third parties contacted by HOLY shit. can also derive their rights from this article. These third parties can directly refer to these liability limitations.

#### *Article 11: Customer procedure*

11.1 It is possible that you are unsatisfied and that you would like to issue a complaint about an event, a fellow participant or the facilitator or coach. These complaints are handled seriously and confidentially. You can issue a complaint via the e-mail address on the website. We will always listen to you and search for an optimal solution.

#### *Article 12: Intellectual property*

12.1 HOLY shit. keeps the rights and authority that come with the Copyright Act.

12.2 All text offered by HOLY shit. to the client/participant or HOLY shit.'s published texts in general are exclusively meant for use by the client/participant and cannot be replicated, made public or be released to third parties without HOLY shit.'s permission.

12.3 It is never allowed to record audio, take pictures or make videos during a ceremony.

12.4 Recording audio, taking pictures or making videos during a workshop, gathering or coaching session is allowed with permission of the coach/workshop supervisor.

*Article 13: Changes to these terms and conditions*

13.1 HOLY shit. has the right to change or add to these terms and conditions.

13.2 The changed terms and conditions are assumed to be accepted if the client/participant has not objected within 30 days after the changed terms and conditions were sent to him/her via HOLY shit.'s website or via an electronic notification.

*Article 14: Applied law*

14.1 Dutch law applies to the agreement between HOLY shit. and the client/participant.

14.2 The judge in conflict between HOLY shit. and the client/participant is the authorized judge in HOLY shit.'s jurisdiction, unless legal provisions require a different judge.