

## **GENERAL TERMS AND CONDITIONS OF SERVICES NAYA NATURE**

### **ARTICLE 1: DEFINITIONS**

**Agreement(s):** the agreement(s) between Naya and its Customer(s) in relation to the Services.

**Customer(s):** means the client(s) of Naya under the Agreement and the GTC.

**GTC:** means the present general terms and conditions of Services provided by Naya to its Customers.

**Naya:** means Naya Nature, the provider of Services under the GTC.

**Party or Parties:** means individually or collectively Naya and/or the Customer.

**Period(s):** the School Year is divided in three Periods. For the School Year 2018-2019, the first one is called Period 1 and lasts until December 15<sup>th</sup> (fifteenth). The second one is Period 2 and lasts until April 13<sup>th</sup> (thirteenth). The third one is Period 3 and lasts until July 14<sup>th</sup> (fourteenth).

**School year:** means the period of time including Period 1, Period 2 and Period 3 together.

**Service(s):** means the service(s) provided by Naya to its Customers under the Agreement and the GTC.

**Website:** means Naya's website available at [www.nayanature.nl](http://www.nayanature.nl).

### **ARTICLE 2: APPLICABILITY OF THE GTC**

The GTC apply exclusively to the Agreements and to any offers or Services from Naya. Any other document from the Customer (e.g. without limitation, general terms and conditions of the Customer, etc.) shall be deemed not applicable to the Services.

The GTC are available on the Website for consultation, downloading and printing for the Customers' record or any other party. The GTC can be requested by email at the following address: [info\[at\]nayanature.nl](mailto:info[at]nayanature.nl).

### **ARTICLE 3: FORMATION OF THE AGREEMENT**

The Agreement between Naya and its Customer is formed once the Customer has signed up for Naya's Service directly on the Website, or by email. The GTC are a fully integrated part of this Agreement.

### **ARTICLE 4: SERVICES**

Naya's purpose is to reconnect children to their inner nature and their immediate natural environment. As such, Naya offers an educational program for children and potentially their parents or guardians generally speaking, that are listed under the Services available on the Website.

### **ARTICLE 5: TERM AND TERMINATION**

The term of the Agreement is specified on the Website, with different options available to the Customer when signing in for the Services:

- one-shot Service,
- subscription for 1 (one) Period individually,
- preferential subscription for the entire School Year,
- any specific subscription available on the Website.

For School Year subscription only, the Agreement may be terminated by the Customer during the School Year. There is a 1 month notice period before the end of the Period to cancel the subscription, with an effective end date at the end of the Period, without prejudice of Article 7 of the GTC. The Customer shall be able to benefit

from the Services until the effective end date above mentioned, if he wishes so. The cancellation may be done by letter or email and is valid only when Naya has sent a confirmation by email to the Customer. A non-receipt of the confirmation from Naya within two weeks maximum means that the the notification of Customer's cancellation has not been received and the Customer is still liable for full payment. In the case of non-attendance of an activity, without notification of cancellation, the Customer is still liable for full payment of the subscription.

In case of non-performance under the GTC or the Agreement, the complaining Party shall request from the non-performing Party compliance with its obligations under the GTC and the Agreement. In case of inaction from the non-performing Party, the complaining Party shall be entitled to terminate the Agreement by written and with a 30 (thirty) days' notice period, without prejudice of Article 7 of the GTC and without prejudice of any further liabilities.

#### **ARTICLE 6: PRICES**

The prices of the Services are available on the Website. The prices of the Services are always exclusive of any taxes, such as but not limited to the applicable VAT. Prices including taxes may be mentioned on the Website, on an indicative basis only.

Any price increase of the Services subsequent to an annual price review will be communicated to the Customers on the Website 3 (three) months before the effective date of the new price, so that the price of the Services mentioned on the Website are always up to date.

#### **ARTICLE 7: PAYMENT**

The price of the Service is payable as follows:

For a one-shot Service: the payment shall be made by bank transfer 3 (three working days) prior to the Service.

For 1 (one) individual Period subscription of the Services: the total payment shall be made by bank transfer 3 (three) working days prior to the beginning of the Period.

For a School Year subscription: the payment shall be made in advance the first day of each Period, mentioned on the Website, without prejudice of Article 5 of the GTC.

An invoice containing Naya's bank details and VAT number if applicable will be sent to the Customer.

The Customer registration to the Services is not complete until full payment of the Services is received by Naya.

In case the Customer does not comply with its payment obligation, Naya will be entitled to refuse the presence and participation of the child during the Services.

If the Customer fails to pay on time for the Services, Naya reserves the right to charge statutory interest compounded to the extent allowed by the applicable law under Article 16 of the GTC.

#### **ARTICLE 8: SUPERVISION**

For those Services where a parent/guardian of a child is required (e.g. due to the particular Service provided, or potentially due to the child's special need under Article 9 of the GTC) or attending or present for whatever reason, it is agreed by the Customer that the children will remain under the supervision and guardianship of the parent/guardian mentioned.

In such cases, the parent/guardian is not allowed to bring any other siblings or other children. The ratio one parent/guardian per child hence applies.

#### **ARTICLE 9: SPECIAL NEEDS' CHILDREN**

The Customer shall notify Naya by written if the child concerned has special needs, when signing in for the Services or at any time during the Agreement if the special need occurs then.

Special needs are understood broadly for the purpose of the Agreement, such as but not limited to, any impairment, disabilities, illness, allergies (whether food allergies or others), etc.

For special needs' children, Naya may require the supervision of a parent/guardian during the Services under Article 8 of the GTC. In such case, if the supervision is not possible, Naya may reserve the right to not accept the child concerned during the Services.

#### **ARTICLE 10: CANCELLATION**

Naya shall reserve the right to cancel Services in case there are not enough attendees. In such case, Naya will inform the Customers prior to cancellation with a notice period of 15 (fifteen) days and will refund the Customer for the only Services that were canceled.

Naya shall reserve the right to cancel Services in case of absence of a class instructor and if there is no possibility of an appropriate replacement. In such case, Naya shall inform the Customers as soon as possible and will refund the Customer for the only Services that were canceled.

Any absence of a children, for whatever reason, shall be promptly notified to Naya. In such case, there shall be no refund of the Services from Naya to the Customer.

#### **ARTICLE 11: COMPLAINT**

If a Customer has any complaint regarding the Services under the Agreement, he shall immediately contact Naya at [info@nayanature.nl](mailto:info@nayanature.nl), in order for Naya to be able

to respond adequately to the complaint, without prejudice of Article 7 of the GTC.

#### **ARTICLE 12: LIABILITY**

Even under normal conditions of supervision by Naya, it may be possible that children get injured during the usual course of the Services. In such case and to the extent allowed by the applicable law under Article 16 of the GTC and with respect to the subparagraph, Naya shall bear no liability, except in case of negligence or gross error by Naya.

As far as the Customer is not a consumer as defined and to the extent permitted by the applicable law under Article 16 of the GTC, the total liability of Naya under the Agreement shall be limited to a maximum amount equivalent to twice the price of the total amount excluding VAT of a whole School Year subscription per child. In no circumstances shall Naya be liable for any future damages and/or indirect loss, such as but not limited to, consequential loss, loss of earnings, loss of opportunity, etc.

#### **ARTICLE 13: FORCE MAJEURE**

Naya shall be excused, without any liabilities, whether under Article 12 of the GTC or not, from performance of the Services under the Agreement for any period of time, in whole or in part, in case of a force majeure event, such as bad or severe weather conditions (rain, snow, etc.), fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, rebellions or revolutions. If Naya is prevented from or delayed in performing any of its Services under the Agreement by a force majeure event, Naya shall promptly notify the Customer as far as possible by telephone (to be confirmed in writing within five (5) days) of the occurrence of the force majeure event and state, in reasonable detail, the Services which are thereby delayed or prevented.

#### **ARTICLE 14: PUBLICITY**

To the extent allowed by the applicable law under Article 16 of the GTC, the Customer expressly agrees in advance that Naya is authorised to take pictures and videos of the children under the Agreement and during the Services. These pictures and videos may be published on the Website or on any other support, in order to provide marketing content, advertisement or publicity for Naya.

#### **ARTICLE 15: INSURANCE**

Naya declares that it has subscribed to the appropriate insurance under the Services provided.

The Customer declares that it has subscribed to the appropriate insurances and coverage levels, regarding potential damages to the children themselves and potential damages they may for instance cause to people or goods, and especially but not limited to, a private liability insurance. The Customer shall provide all the necessary details about such insurance to Naya as soon as possible and prior to any Services.

#### **ARTICLE 16: APPLICABLE LAW**

The existence, validity, construction, interpretation, performance and termination of the GTC and the Agreement shall be governed in accordance with Dutch law.

#### **ARTICLE 17: DISPUTE**

Any disputes in connection with or arising out of the GTC or the Agreement that cannot be settled amicably shall be heard and any actions exclusively brought in the competent court of the district in which Naya is established at the time of concluding the Agreement.

#### **ARTICLE 18: CONTACT**

Naya is a VOF ("Vennootschap Onder Firma") under the applicable law mentioned in Article 16

of the GTC, registered with the KVK under number 69834210, with VAT number 858031887 and a postal address at Van Leijenberglaan 8N, 1082GM Amsterdam, The Netherlands.

Naya can be contacted at [info@nayanature.nl](mailto:info@nayanature.nl) or on +31 (0)6 38 18 53 85.

#### **ARTICLE 19: GENERAL PROVISIONS**

If part of a provision of the GTC or the Agreement is declared invalid, the rest of the provision concerned and the rest of the GTC and Agreement that has not been declared invalid, remains in full force.

In case of translation of the GTC, the present English version shall prevail if a contradiction arises between the present English version and a translated version.

The GTC or the Agreement can only be amended with the preliminary written consent of Naya.

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