

General conditions and disclaimer VanessaVink.com

Disclaimer

Vanessa Vink is not a medical practitioner. Treatments are no substitute for medical diagnoses or treatments, and there are no medical claims made regarding these treatments. People with serious illnesses should consult a doctor. Energy therapy or any other natural healing Therapy should not be in competition with medical doctors and their treatments. But they can complement each other .

General conditions

Article O - specific conditions related to sessions at Vanessa Vink of VanessaVink.com

0.1 Book session

A session is only definitive if we have confirmed it together by mail or telephone (orally/whatsapp/sms) or online (messenger) .

0.2 Cancellation and missed appointment conditions

If it is necessary to cancel the scheduled appointment or schedule at another time, this must be done 24 hours in advance by telephone. In the event of cancellation or failure to show up within 24 hours before the planned consultation, the consultation will be fully charged. This will have to be paid before the next appointment takes place.

0.3 Can I do various therapies simultaneously?

I would advise you not to do this! First of all, energy works at a different level, and it continues for days. Secondly, if you are going to mix different energetic treatments , you no longer know what information you have received from which session. Energy work is subtle: only after a while will you look back and see that things have changed in your life. A massage is perfect of course: physical work is good after energetic work.

0.4 Condition during session

To follow a session a stable, emotional, mental and mental condition is needed. Please tell me before the session if you are (were) treated by a psychologist, psychiatrist or other professionele counselor. If you are not completely stable yet or if you are still using medication, please also let it know. Medicine use can change the session. Please also inform me if you have done one or more Ayahuasca ceremonies in the past! I advise you to follow as well as possible the tips for self-care before and after the session in order to use the session as completely as possible. In doing so, I assume that you enter the session soberly, so do not use alcohol and/or drugs prior to the session. If this has happened, I am entitled to postpone the session to a sober moment. This also applies if there is a psychosis: the session will not take place.

0.5 Can you read my future?

I can, but I do not. Why? Because life is about the journey and not about the final destination. If I tell you where you end up, you will live by it, miss all the pleasures , expect too much, and feel as if there is nothing more to happen. Say goodbye to what

you came here to do: learn! How I work with people is that they start to understand more and more about themselves so that you can have your autonomy over your own life at a high vibrational level. THAT is SO COOL!!

0.6 Damage

VanessaVink.com is not liable for physical, material or immaterial damages arising before, during or after consultations, sessions, workshops, outward or return journey.

0.7 Liability

Advice, working methods, consultations etc. of VanessaVink.com do not guarantee any cure and may only be used in addition to and not instead of regular treatment and/or medical and/or psychiatric assistance. This is done at your own risk and falls within the client 's own responsibility. If VanessaVink.com should nevertheless be liable for any damage, the liability of VanessaVink.com is limited to a maximum of the invoice value of the order, at least to that part of the order to which the liability relates. This only applies to direct damage.

0.8 Confidentiality

Information provided during each personal consultation is treated confidentially. Client data will never be provided to third parties without explicit permission from the client. Information provided by the client via the blog, website or public webinar can be made public anonymously by VanessaVink.com without prior permission from the client. References are only made with the consent of the client.

I General

These terms and conditions apply to every offer, quotation and agreement between VanessaVink.com, hereinafter referred to as "**Contractor**", and a Client to which Contractor has declared these terms and conditions applicable, insofar as parties have not expressly deviated from these terms and conditions in writing.

These conditions also apply to actions of third parties engaged by the Contractor in the context of the assignment. Contractor. These general conditions are also written for the employees of the Contractor and his management.

The applicability of any purchase or other terms and conditions of the Client are explicitly rejected.

If one or more stipulations in these general terms and conditions at any time wholly or partially become null and void or become void, then the other provisions in these general conditions remain fully applicable. The Contractor and the Client will then enter into consultation in order to agree on new provisions to replace the null and void or nullified provisions, whereby as much as possible the purpose and intent of the original provisions will be observed.

If there is a lack of clarity about the interpretation of one or more provisions of these general terms and conditions, then the explanation must take place 'in the spirit' of these provisions.

If a situation arises between the parties that is not regulated in these general terms and conditions, this situation must be assessed in the spirit of these general terms and conditions.

If the Contractor does not always demand strict compliance with these conditions, this does not mean that the provisions thereof do not apply, or that the Contractor

would in any way lose the right to demand strict compliance with the provisions of these conditions in other cases.

Article 2 Offers

All offers from Contractor are without obligation, unless a deadline for acceptance has been set in the offer. If no acceptance term is set, the offer always expires after 30 days.

The Contractor can not be held to its offers or offers if the Client can reasonably understand that the quotations or offers, or a part thereof, contain an obvious mistake or error.

The prices stated in a quotation or offer are exclusive of VAT and other government levies, any costs to be incurred in the context of the agreement, including travel, accommodation, shipping and administration costs, unless stated otherwise.

If the acceptance deviates (whether or not on minor points) from the offer included in the quotation or offer, the Contractor is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless the Contractor indicates otherwise.

A composite quotation does not oblige the Contractor to perform part of the assignment against a corresponding part of the stated price. Offers or quotations do not automatically apply to future orders.

Article 3 Contract duration, execution periods, transfer of risk, execution and amendment of the agreement, price increase

The agreement between the Contractor and the Client is entered into for a definite period of time, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.

If a term has been agreed or specified for the execution of certain work or for the delivery of certain goods, this is never a fatal deadline. In the event that a period is exceeded, the Client must therefore give the Contractor written notice of default. The Contractor must be offered a reasonable period in which to still execute the agreement.

The Contractor shall execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the current state of knowledge at that time.

The Contractor has the right to have certain work carried out by third parties. The applicability of article 7: 404, 7: 407 paragraph 2 and 7: 409 Dutch Civil Code is expressly excluded.

If the Contractor or third parties engaged by the Contractor perform work within the framework of the assignment at the location of the Client or a location designated by the Client, the Client shall provide free of charge the facilities reasonably desired by those employees.

The Contractor is entitled to execute the agreement in various phases and to invoice the thus executed part separately.

If the agreement is executed in phases, the Contractor may suspend the execution of those parts that belong to a following phase until the Client has approved the results of the preceding phase in writing.

The Client shall ensure that all data, of which the Contractor indicates that these are necessary or of which the Client should reasonably understand that these are

necessary for the execution of the agreement, are provided to the Contractor in a timely manner. If the data required for the execution of the agreement are not provided to the Contractor in time, the Contractor shall be entitled to suspend the execution of the agreement and/or to charge the Client for the additional costs resulting from the delay in accordance with the then customary rates. The execution period does not start earlier than after the Client has made the data available to the Contractor. The Contractor is not liable for damage of any kind, because the Contractor has assumed incorrect and/or incomplete information provided by the Client.

If it becomes apparent during the execution of the agreement that it is necessary for a proper execution thereof to change or supplement it, the parties shall proceed to the adjustment of the agreement in time and in mutual consultation. If the nature, scope or content of the agreement, whether or not at the request or instruction of the Client, of the competent authorities, etc. is changed and the agreement is thereby amended qualitatively and / or quantitatively, this may have consequences for what was originally agreed. As a result, the originally agreed amount can also be increased or decreased. The Contractor will make a quotation of this as much as possible in advance. By an amendment to the agreement, the originally stated term of execution can be changed. The Client accepts the possibility of changing the agreement, including the change in price and term of execution.

If the agreement is changed, including a supplement, then the Contractor is entitled to perform this first after it has been approved by the person authorized within the Contractor and the Client has agreed to the price and other conditions specified for the performance, including understood the then to be determined time at which it will be implemented. The non-execution or non-immediate performance of the amended agreement does not constitute a breach of contract by the Contractor and is no reason for the Client to terminate or cancel the contract.

Without being in default, the Contractor may refuse a request to amend the contract if this could have qualitative and/or quantitative consequences, for example for the work to be performed or the goods to be delivered in that context.

If the Client is in default in the proper fulfillment of what he is obliged to Contractor, then the Client is liable for all damage on the side of the Contractor thereby directly or indirectly arising.

If the Contractor agrees with the Client a fixed fee or fixed price, the Contractor is nevertheless entitled at all times to increase this fee or this price without the Client being entitled in that case to dissolve the agreement for that reason, if the increase the price arises from a power or obligation pursuant to the law or regulation or finds its cause in an increase of the price of raw materials, wages, etc. or on other grounds that could not reasonably have been foreseen at the time the agreement was entered into.

If the price increase other than as a result of an amendment of the agreement exceeds 10% and takes place within three months after the conclusion of the agreement, then only the Client who is entitled to title 5 section 3 of Book 6 of the Dutch Civil Code is entitled agreement by dissolving a written statement, unless the Contractor is still prepared to execute the agreement on the basis of the originally agreed amount; if the price increase arises from a power or an obligation on the Contractor under the law;

if it is stipulated that the delivery will take place longer than three months after the conclusion of the agreement;

or, on delivery of a case, if it is stipulated that the delivery will take place longer than three months after the purchase.

Article 4 Suspension, dissolution and early termination of the agreement

The Contractor is entitled to suspend the fulfillment of the obligations or to dissolve the agreement, if the Client does not, not fully or not timely, fulfill the obligations arising from the agreement, after the conclusion of the agreement the Contractor becomes aware of circumstances giving good ground to fear that the Client will not fulfill the obligations if the Client at the conclusion of the agreement is requested to provide security for the fulfillment of its obligations from the agreement and this security is not provided or is insufficient or if due to the delay on the part of the Client can no longer be required of the Contractor to agree to the agreement against the originally agreed conditions will be fulfilled.

The Contractor is furthermore entitled to dissolve the agreement if circumstances arise which are of such a nature that fulfillment of the agreement is impossible or if circumstances arise otherwise which are of such a nature that the unaltered maintenance of the agreement can not reasonably be expected from the Contractor. . If the agreement is dissolved, the Contractor's claims against the Client will be immediately due and payable. If the Contractor suspends the fulfillment of the obligations, he will retain his rights under the law and agreement.

If the Contractor proceeds to suspension or dissolution, he is in no way obliged to pay compensation for damage and costs in any way whatsoever.

If the dissolution is attributable to the Client, the Contractor is entitled to compensation of the damage, including the costs, thereby arising directly and indirectly.

If the Client does not comply with its obligations arising from the agreement and this non-fulfillment justifies dissolution, then the Contractor is entitled to dissolve the agreement immediately and with immediate effect without any obligation on its part to pay any compensation or compensation, while the Client, by virtue of of default, but compensation or compensation is mandatory.

If the agreement is prematurely terminated by the Contractor, the Contractor will, in consultation with the Client, ensure the transfer of work still to be performed to third parties. This unless the cancellation is attributable to the Client. If the transfer of the work involves additional costs for the Contractor, these will be charged to the Client. The Client is obliged to pay these costs within the specified period, unless the Contractor indicates otherwise.

In the event of liquidation, (application for) suspension of payments or bankruptcy, of attachment - if and insofar as the attachment is not lifted within three months - at the expense of the Client, of debt restructuring or any other circumstance as a result of which the Client will no longer be free to the Contractor is free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any compensation or compensation.

The Contractor's claims against the Client are immediately due and payable in that case.

If the Client cancels all or part of an order placed, the work that has been performed and the items ordered or prepared for it, plus the possible delivery and delivery costs thereof and the labor time reserved for the execution of the agreement, will be fully integrated. the Client will be charged.

Article 5 Force Majeure

The Contractor is not obliged to fulfill any obligation towards the Client if he is prevented from doing so as a result of a circumstance that is not due to fault, nor is it for his account under the law, a legal act or generally accepted in traffic.

Force majeure means in these general terms and conditions, in addition to what is understood in the law and jurisprudence, all external causes, foreseen or unforeseen, on which the Contractor can not exert influence, but as a result of which the Contractor is unable to meet his obligations. Work strikes in the company of the Contractor or of third parties included. The Contractor also has the right to invoke force majeure if the circumstance which prevents (further) fulfillment of the agreement occurs after the Contractor should have fulfilled its obligation.

The Contractor can suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than [Object Object], then each of the parties is entitled to dissolve the agreement, without obligation to compensate the other party for damage.

Insofar as the Contractor has at the time of the occurrence of force majeure partially fulfilled its obligations under the agreement or will be able to comply with it, and the part to be fulfilled or to be fulfilled is independent value, the Contractor is entitled to the part already fulfilled or to be fulfilled. to be invoiced separately. The Client is obliged to pay this invoice as if it were a separate agreement.

Article 6 Payment and collection costs

Payment must always be made within 7 days after the invoice date, in a manner to be indicated by the Contractor in the currency in which the invoice is made, unless otherwise indicated by the Contractor in writing. This is right, however, due to online sessions, because it is mandatory to pay such a session in advance.

The contractor is entitled to invoice periodically.

If the Client remains in default in the timely payment of an invoice, then the Client is legally in default. The Client then owes the statutory interest. The interest on the due and payable amount will be calculated from the moment that the Client is in default until the moment of payment of the full amount due.

The Contractor has the right to have the payments made by the Client go first of all to reduce the costs, then to reduce the interest still due and finally to reduce the principal sum and the current interest. The Contractor can, without being in default, refuse an offer of payment if the Client designates a different order for the allocation of the payment. The Contractor may refuse full payment of the principal sum if the vacant and accrued interest and collection costs are not also paid.

The Client is never entitled to set off the amount owed by him to the Contractor. Objections against the height of an invoice do not suspend the payment obligation. The Client who does not appeal to Section 6.5.3 (Articles 231 to 247 of Book 6 BW) is also not entitled to suspend the payment of an invoice for any other reason.

If the Client is in default or omission in the (timely) fulfillment of his obligations, then all reasonable costs incurred in obtaining payment out of court are at the expense of the Client. The extrajudicial costs are calculated on the basis of what is customary in Dutch debt collection practice, currently the calculation method according to Rapport Voorwerk II. However, if the Contractor has incurred higher costs for collection that were reasonably necessary, the costs actually incurred will be eligible for reimbursement. Any legal and execution costs incurred will also be recovered from the Client. The Client also owes interest on the collection costs due.

Article 7 Reservation of ownership

The Contractor delivered by the Contractor in the context of the Contract remains the property of the Contractor until the Client has properly fulfilled all obligations arising from the agreement (s) concluded with the Contractor.

The goods delivered by the Contractor that fall under the retention of title pursuant to paragraph 1 may not be resold and may never be used as a means of payment. The Principal is not authorized to pledge or encumber it under the retention of title in any other way.

The Client must always do everything that can reasonably be expected of him to secure the property rights of the Contractor.

If third parties seize the goods delivered under retention of title or wish to establish or assert rights thereon, then the Client is obliged to immediately inform the Contractor thereof. In addition, the Client undertakes to insure the goods delivered subject to retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to make the policy of this insurance available to the Contractor on first request. In the event of a possible payment of the insurance, the Contractor is entitled to these payments. As far as necessary, the Client commits itself to the Contractor in advance to cooperate with everything that may prove necessary or desirable in that context.

In the event that the Contractor wishes to exercise its property rights as referred to in this article, the Principal shall grant unconditional and non-revocable permission to the Contractor and third parties to be designated by the Contractor to enter all those places where the Contractor's property is located and to take it back. .

Article 8 Guarantees, research and complaints, limitation period

The items to be delivered by the Contractor meet the usual requirements and standards that can reasonably be set at the moment of delivery and for which they are intended for normal use in the Netherlands. The guarantee mentioned in this article applies to items that are intended for use within the Netherlands. When using outside the Netherlands, the Client must verify itself that the use thereof is suitable for use there and comply with the conditions set for it. In that case, the Contractor can impose other guarantee and other conditions with regard to the goods to be delivered or work to be performed.

The guarantee referred to in paragraph 1 of this article applies for a period of [Object Object] after delivery, unless the nature of the delivered results differently or parties have agreed otherwise. If the guarantee provided by the Contractor concerns a matter that was produced by a third party, then the guarantee is limited to that provided by the producer of the item, unless otherwise stated.

Any form of guarantee will lapse if a defect arises as a result of or arising from improper or improper use thereof or use after the expiration date, incorrect storage or maintenance thereof by the Client and/or by third parties if, without the written permission of the Contractor,

The Client or third parties have made or attempted to make changes to the item, other matters have been confirmed which must not be confirmed or have been modified or processed in a manner other than the prescribed manner.

The Client is also not entitled to a guarantee if the defect arises due to or is the result of circumstances beyond the Contractor's control, including weather conditions (such as, but not limited to, extreme rainfall or temperatures), et cetera.

The Client is obliged to inspect the delivered goods or to have them inspected immediately at the moment that the items are made available to him or the relevant work has been carried out. The Client should then examine whether the quality and / or quantity of the delivered goods corresponds with what has been agreed and meets the requirements that the parties have agreed on in this respect. Any visible defects must be reported 1 day after delivery in writing to the Contractor to be reported. Any non-visible defects must be reported to the Contractor in writing immediately, but in any event no later than within fourteen days after discovery thereof. The report must contain as detailed a description as possible of the defect, so that the Contractor is able to respond adequately. The Client must give the Contractor the opportunity to investigate a complaint.

If the Client makes a timely complaint, this does not suspend his payment obligation. The Client will in that case also remain obliged to purchase and pay for the otherwise ordered items and what he has instructed the Contractor to do.

If a defect is reported later, the Client will no longer be entitled to repair, replacement or compensation.

If it is established that a case is defective and in that case it is timely filed, then the Contractor will return the defective item within a reasonable period after receiving it or, if returning is not reasonably possible, written notification regarding the defect by the Client, at the option of the Contractor, replace or take care of repair or replacement fee to the Client. In the event of replacement, the Client is obliged to return the replaced item to the Contractor and to provide ownership thereof to the Contractor, unless the Contractor indicates otherwise.

If it is established that a complaint is unfounded, then the costs thereby incurred, including the research costs, on the part of the Contractor as a result thereof, are entirely for the account of the Client.

After expiry of the guarantee period, all costs for repair or replacement, including administration, shipping and call-out costs, will be charged to the Client.

Contrary to the statutory limitation periods, the limitation period of all claims and defenses against the Contractor and the third parties involved by the Contractor in the performance of an agreement differs from what is delivered. In reasonable discussion a agreement will be found.

Article 9 Liability

If the Contractor is liable, then this liability is limited to what is stipulated in this provision.

The Contractor is not liable for damage, of whatever nature, caused by the fact that the Contractor has assumed incorrect and / or incomplete information provided by or on behalf of the Client.

If the Contractor is liable for any damage, the Contractor's liability is limited to a maximum of once the invoice value of the order, at least to that part of the order to which the liability relates.

The liability of the Contractor is in any case always limited to the amount of the payment from his insurer, if applicable.

The contractor is only liable for direct damage.

Direct damage is exclusively understood to mean the reasonable costs for determining the cause and the scope of the damage, insofar as the determination relates to damage in the sense of these conditions, any reasonable costs incurred in connection with the defective performance of the Contractor to the agreement. to have them answered, as far as these can be attributed to the Contractor and

reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to the limitation of direct damage as referred to in these general terms and conditions. Contractor is never liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business stagnation.

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 the Contractor or his managerial subordinates.

Article 10 Indemnity

The Client indemnifies the Contractor against any claims by third parties that suffer damage in connection with the execution of the agreement and of which the cause is attributable to other than the Contractor. If the Contractor is held liable by third parties for that reason, then the Client is obliged to assist the Contractor both outside and in law and to do everything that may be expected of him in that case without delay. Should the Client fail to take adequate measures, then the Contractor is entitled, without notice of default, to proceed to this himself. All costs and damage on the part of the Contractor and third parties as a result thereof are fully for the account and risk of the Client.

Article 11 Intellectual Property

11.1 The Contractor reserves the rights and powers that accrue to him on the basis of the Copyright Act and other intellectual laws and regulations. The Contractor has the right to use the knowledge gained through the execution of an agreement for other purposes as well, insofar as no strictly confidential information of the Client is brought to the knowledge of third parties.

11.2 Vanessa Vink's copyright is vested in VanessaVink.com's material (website, social media, articles, presentations, e-books, etc).

11.3 It is permitted to make a copy or print of the material on the website for your own use. It is not allowed to make this material available to others in any form, to reproduce or to publish without the express permission of Vanessa Vink .

Article 12 Applicable law and disputes

All legal relationships to which the Contractor is a party are exclusively governed by Dutch law, even if an obligation is fully or partially executed abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded.

The judge in the place of business of the Contractor is exclusively authorized to take cognizance of disputes, unless the law prescribes otherwise in a mandatory manner. Nevertheless, the Contractor has the right to submit the dispute to the competent court according to the law.

The parties will first appeal to the courts after they have made every effort to settle a dispute in mutual consultation.

Article 13 Change of general conditions

Applicable is always the last modified version or the version that applied at the time of the formation of the legal relationship with the Contractor.
The Dutch text of the general terms and conditions is always decisive for its interpretation.

Last modified on May 22 , 2018.