



# General terms and conditions

## MASSAGE STUDIO JORDAAN

### Treatment and coaching based on the Trigger Point Reset Method

#### Messages

MASSAGESTUDIO JORDAAN is a one-man business run by Monique Meijer, listed in the trade register of the Chamber of Commerce under number 58328823.

MASSAGESTUDIO JORDAAN works with general conditions. These general terms and conditions can be sent free of charge on request.

*NB. These general terms and conditions have been drawn up for both consumers and business customers (companies). Where specific provisions only apply to one or the other target group, this will always be explicitly stated.*

MASSAGE STUDIO JORDAAN

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## 1. Definitions

- a) Offer: the legal act, the offer, oral or otherwise, which after acceptance leads to an agreement (as referred to in Article 6:217 of the Dutch Civil Code).
- b) Cancellation: All forms of termination or dissolution of the agreement.
- c) AVG: General Data Protection Regulation.
- d) Withdrawal period: the period within which the client can exercise his right of withdrawal.
- e) Right of withdrawal: the possibility for the client to renounce the distance contract within the cooling-off period.

- f) Distance purchase: an agreement in which only one or more techniques for distance communication are used, such as telephone or digital sales.
- g) Model revocation form: the model revocation form provided by MASSAGESTUDIO JORDAAN which a client can fill in if he wishes to exercise his right of revocation.
- h) Quotation: Any offer from MASSAGESTUDIO JORDAAN made to the client following a request for the execution of an assignment.
- i) Engagement: The service or product provided by MASSAGESTUDIO JORDAAN.
- j) Client: the natural person (consumer) or legal entity (company) with whom MASSAGESTUDIO JORDAAN concludes the agreement.
- k) In writing: All communication between MASSAGESTUDIO JORDAAN related to the assignment both electronically, via social media or otherwise.
- l) Agreement: the agreement or arrangements, both verbally and in writing, between MASSAGESTUDIO JORDAAN and the client in which is described or verbally discussed, states which service or product MASSAGESTUDIO JORDAAN will provide for which fee and under which conditions.
- m) Force majeure: in addition to what is understood by force majeure in law and jurisprudence, force majeure includes all external causes, foreseen or unforeseen, over which MASSAGESTUDIO JORDAAN has no influence and which prevent MASSAGESTUDIO JORDAAN from fulfilling its obligations. Illness also falls under force majeure.
- n) Parties: MASSAGESTUDIO JORDAAN and the client together.
- o) Reimbursement: The fee agreed for the assignment.

## 2. General

1. MASSAGESTUDIO JORDAAN focuses on the online and offline complaint oriented treatment and coaching of people and offers various massages, all in the broadest sense of the word.
2. These terms and conditions shall apply to any (future) offer, quotation and agreement between MASSAGESTUDIO JORDAAN and a client, to which MASSAGESTUDIO JORDAAN has declared this agreement applicable.
3. These terms and conditions also apply to any subsequent assignments.
4. By the following, the client declares that he has taken note of the general terms and conditions and that he agrees to these terms and conditions:
  - (online) signing or approving an offer or agreement (in which the terms and conditions are included or adequately and sufficiently linked to these terms and conditions); or

- written approval of the assignment (whereby the terms and conditions have been sent in advance or there are adequate and sufficient links to these terms and conditions); or
- orally endorsing the order.

In case of a verbal agreement, MASSAGESTUDIO JORDAAN always refers to the location of these terms and conditions and will immediately send a version.

5. The articles below apply to any offer, order or agreement from or with MASSAGESTUDIO JORDAAN, in so far as the parties have not deviated from this in writing.
6. If there is a lack of clarity regarding the interpretation of one or more provisions of these terms and conditions, the interpretation will have to take place 'in the spirit' of these terms and conditions.
7. If one or more provisions in these terms and conditions are at any time wholly or partially declared null and void, should they become null and void or should they be annulled, the remaining provisions of these terms and conditions shall continue to apply in full.
8. The parties will then consult to agree new provisions to replace the void or voided provisions. As far as possible, the purpose and scope of the original provisions shall be respected.

### **3. Realization of an agreement**

1. The agreement is concluded after (verbal or written) acceptance by the client of MASSAGESTUDIO JORDAAN's offer including these general terms and conditions. Until the date of conclusion of the agreement, the client cannot derive any rights from expressions, conversations held, statements made, promises, etc., all in the broadest sense of the word.
2. The offer of the commission reflects as clearly as possible the scope and content of the commission, its duration and the requested fee.
3. MASSAGESTUDIO JORDAAN cannot be held to its offers or quotations if they contain an obvious mistake or typing error.
4. All offers and quotations by MASSAGESTUDIO JORDAAN are entirely without obligation, unless a term of acceptance has been set.
5. MASSAGESTUDIO JORDAAN also has the right to make price changes at any time. After this has been made known, the client has the right to renounce the agreement within 7 days. An annual indexation, but also if purchase prices have demonstrably been increased, are always grounds for a price change and do not give the client the right to dissolve the agreement.
6. The prices stated in the offer are exclusive and inclusive of VAT, unless stated otherwise.

7. MASSAGESTUDIO JORDAAN shall not be bound by the client's acceptance if parts of the acceptance deviate from the offer included in the offer. The agreement will then not be concluded, unless MASSAGESTUDIO JORDAAN indicates otherwise.
8. Offers and rates do not automatically apply to future orders.
9. The client is responsible for the correctness and completeness of the information provided by or on behalf of MASSAGESTUDIO JORDAAN on which the offer is based.

## **4. The implementation of the agreement**

1. MASSAGESTUDIO JORDAAN shall endeavour to execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship (best efforts obligation).
2. The client is responsible for the timely and complete supply of information necessary to carry out the assignment. This is done both on its own initiative and at the request of MASSAGESTUDIO JORDAAN.
3. Full commitment is expected from the client, as this is necessary for the success of the treatments.
4. Deviations in the (final) result compared to what has been agreed are no reason for rejection, discount, compensation or dissolution of the agreement.
5. The treatment processes carried out by MASSAGESTUDIO JORDAAN can lead to (side) effects. Think of the fact that the client shows more leadership, chooses for himself to break relationships or to take up a new position. MASSAGESTUDIO JORDAAN cannot be held liable in the event that these decisions/their own initiatives by the client have negative consequences in any way.
6. MASSAGESTUDIO JORDAAN has the right to modify or amend the execution of the agreement at any time. In doing so, the agreed assignment will be taken into account as much as possible. Think of the adaptation or modification of a program.
7. The duration of a treatment or treatment trajectory may vary. This will always be clearly communicated in advance.

## **5. Enabling third parties**

1. MASSAGESTUDIO JORDAAN has the right to have certain work carried out by third parties (such as specialists, experts, trainers, consultants), especially if the proper execution of the agreement requires this. The applicability of Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is expressly excluded.
2. If the client engages third parties, which are of influence for the execution of the assignment, MASSAGESTUDIO JORDAAN will communicate if necessary.

## **6. Payment (conditions)**

1. The payment term held by MASSAGESTUDIO JORDAAN is 4 days and these are always mentioned on the invoice.
2. Invoicing is always done digitally.
3. Payment shall be made prior to the provision of services, unless the parties have agreed otherwise in advance.
4. Any costs incurred by MASSAGESTUDIO JORDAAN for the execution of the order, such as materials, travel and accommodation costs, costs for prints, copies, (printing) proofs, and costs incurred by third parties for advice, production and supervision, etc., shall be passed on to the client, provided that arrangements have been made in advance.
5. If the client has exceeded the term of payment, the client shall be in default by operation of law. The principal shall then owe the statutory (commercial) interest. The interest on the amount due and payable shall be calculated from the moment the client is in default until the moment of payment of the amount due in full.
6. If the payment term is exceeded, MASSAGESTUDIO JORDAAN will send a payment reminder. If the client has not fulfilled his obligations within 14 days, the client shall from this moment owe the statutory interest plus the extrajudicial collection costs on the outstanding invoice amount. This is calculated according to the (graduated) collection rate advised by the Netherlands Bar Association.
7. If the payment term is exceeded, MASSAGESTUDIO JORDAAN has the right to suspend the execution of the order or delivery of a product. MASSAGESTUDIO JORDAAN shall not be liable for any damage suffered by the client as a result.
8. If what occurs in paragraph 7, MASSAGESTUDIO JORDAAN shall have the right to pass on the costs involved to the client.
9. Any other additional costs, such as judicial collection and execution costs, will also be recovered from the client.
10. In the event of non-compliance with the payment conditions, MASSAGESTUDIO JORDAAN has the right to stop/ suspend the order immediately. This does not release a client from his payment obligation.
11. Any objections to the amount of the invoice must be reported to MASSAGESTUDIO JORDAAN immediately, but at the latest within 14 days after detection. These objections do not suspend the payment obligation.
12. For existing customers, MASSAGESTUDIO JORDAAN may decide to deviate from the provisions of this article.

## **7. Dissolution, suspension and cancellation(s)**

1. Both MASSAGESTUDIO JORDAAN and the client shall have the right to dissolve the agreement in whole or in part with immediate effect, with which all amounts due and payable shall become immediately due and payable when vis-à-vis the other party;
  - i) a petition for bankruptcy;
  - ii) (provisional) postponement of payment;
  - iii) or debt restructuring;

Without any obligation on the part of MASSAGESTUDIO JORDAAN to pay any damages or compensation.

2. Premature cancellation is not possible for treatment processes.

#### **(Online) Program/Course When**

following a program/course, the following applies:

- 100% commitment is required to participate in a program. Of course, it may happen that there is no good match between the client and the contractor, or that the program does not turn out to be appropriate. For this reason, there is a warranty period up to and including 14 days after the start of the program, with a 50% refund.

MASSAGESTUDIO JORDAAN has the right, in case of cancellation before the start of the treatment process, to claim possible damages and cancellation costs, which consist of:

- a. Cancellation 24 hours: 30% of the total amount;
- b. Cancellation between 1 week and 24 hours: 20% of the total amount;
- c. Cancellation up to 2 weeks: 15% of the total amount.

- All documents and other items received must be returned after cancellation. Access to the online environment and any other systems, will be denied.

3. When buying a ticket or attending/following events and workshops, for example, the following specific cancellation conditions apply:

#### **Tickets/Events/Workshops/(Online) material**

This is non-refundable. However, it is possible to replace someone else or get a similar offer (think of a ticket for a new date).

4. Cancellation of an assignment must be done in writing or by email. Cancellation is a fact when MASSAGESTUDIO JORDAAN has confirmed receipt of cancellation. The time of cancellation shall be deemed to be the date of the postmark in the case of cancellation by post or the date and time of receipt of the cancellation email.
5. Cancellation of an (individual) appointment/treatment can be made free of charge up to 48 hours in advance. Within 24-48 hours prior to a (separate) appointment, MASSAGESTUDIO JORDAAN has the right to charge 50% cancellation costs and within 24 hours 100% cancellation costs and any additional costs, such as costs for booked rooms, travel and accommodation costs, cancellation costs, etcetera. Only MASSAGESTUDIO JORDAAN can make alternative arrangements with the client. In the case of company massages, this must be cancelled at least 7 days in advance.
6. MASSAGESTUDIO JORDAAN has the right to cancel or reschedule an appointment because the agreement cannot be properly executed or there is force majeure. Think explicitly of illness, disability, deaths within the family and circle of friends.
7. If MASSAGESTUDIO JORDAAN has failed imputably in the performance of the agreement, this shall not result in restitution of the agreed price and/or compensation of damages, but MASSAGESTUDIO JORDAAN shall make every reasonable effort to perform as yet. MASSAGESTUDIO JORDAAN will not charge for this.

## **8. Right of revocation and exclusion of right of revocation**

NB. This article applies to consumers only.

1. When purchasing services at a distance, you have the option of dissolving the contract without giving any reason to dissolve for at least 14 days, commencing on the day of entering into the agreement.
2. If you wish to make use of the right of withdrawal you are obliged to notify MASSAGESTUDIO JORDAAN within 14 days.
3. If the client has paid an amount, MASSAGESTUDIO JORDAAN shall repay this amount as soon as possible, but at the latest within 14 days after revocation.
4. Reimbursement will be made via the same payment method used by the client unless the client gives explicit permission for a different payment method.
5. MASSAGESTUDIO JORDAAN may exclude the client's right of withdrawal for services as described below.
6. The exclusion of the right of withdrawal shall only apply if MASSAGESTUDIO JORDAAN has clearly stated this in the offer, at least in good time prior to the conclusion of the contract.
7. Exclusion of the right of revocation is only possible for services to be delivered immediately, insofar as:
  - performance has started with the explicit prior consent of the client; and -

the client has declared that he thereby waives his right of revocation

## Force majeure

1. MASSAGESTUDIO JORDAAN shall not be obliged to fulfill any obligation towards the client if it is hindered to do so as a result of a circumstance for which it is not to blame and which is not for its account by virtue of the law, a legal act or generally accepted views.
2. MASSAGESTUDIO JORDAAN may suspend the obligations of the agreement during the period of force majeure. If this period lasts longer than two months, each party has the right to dissolve the agreement without any obligation to pay damages to the other party.
3. If MASSAGESTUDIO JORDAAN at the time of the occurrence of force majeure has already partially fulfilled its obligations under the agreement or will be able to fulfill them, MASSAGESTUDIO JORDAAN shall be entitled to invoice the part already fulfilled (or respectively to be fulfilled) separately. Client is obliged to pay this invoice as if it were a separate agreement.
4. In the event of force majeure, MASSAGESTUDIO JORDAAN shall make reasonable efforts to provide the Client with an alternative solution if so desired.

## 10. Liability

Paragraphs 1 to 6 apply only to business customers:

1. MASSAGESTUDIO JORDAAN shall only be liable towards the client for attributable, direct damage.
2. MASSAGESTUDIO JORDAAN is only liable up to the amount of the insurer's payment. In the unlikely event that the insurer does not pay out, MASSAGESTUDIO JORDAAN shall be liable up to the invoice value, at least that part of the assignment to which the liability relates.
3. Furthermore, MASSAGESTUDIO JORDAAN shall only be liable if the client demonstrates that he has suffered damage as a result of an attributable shortcoming (i.e. an error).
4. Liability of MASSAGESTUDIO JORDAAN, including consequential damages, lost profits, lost savings, mutilated or lost data or materials, or damage due to business interruption, is excluded.
5. Claims for damages shall lapse if they are not brought before the competent court within one year of their discovery.
6. The above paragraphs apply in all cases unless there is intent or deliberate recklessness on the part of MASSAGESTUDIO JORDAAN.



The following paragraphs apply to consumers only:

7. Should MASSAGESTUDIO JORDAAN be liable, this shall in any case not apply to:
  - a. errors or shortcomings in the material or the data provided by the client;
  - b. errors or shortcomings in the material or the data provided by the client;
  - c. errors or shortcomings in the information provided by MASSAGESTUDIO JORDAAN. misunderstandings, errors or shortcomings with regard to the execution of the agreement if they are caused by actions of the client, such as the late or non-delivery of complete, sound and clear data/materials;
  - d. errors or shortcomings of third parties engaged by or on behalf of MASSAGESTUDIO JORDAAN; e situations of force majeure;unless there is a legal obligation to do so.
8. In the event of attributable failure to perform the contract, MASSAGESTUDIO JORDAAN shall only be liable for the amount paid out by the insurer and, should this not be the case for replacement damages up to the invoice amount. Any other liability for any other form of damage is excluded, including compensation for indirect damage, consequential damage or damage due to loss of turnover or profit.
9. Liability of MASSAGESTUDIO JORDAAN, including consequential damages, lost profits, lost savings, mutilated or lost data or materials, or damage due to business interruption, is entirely excluded.
10. Except in case of intent or deliberate recklessness of MASSAGESTUDIO JORDAAN or a legal obligation to do so, the liability of MASSAGESTUDIO JORDAAN is limited to the compensation of MASSAGESTUDIO JORDAAN for the assignment, at least that part of the assignment to which the liability relates.
11. MASSAGESTUDIO JORDAAN shall not be liable for damages resulting from third parties engaged by MASSAGESTUDIO JORDAAN, regardless of whether these third parties have been engaged on the advice or with the consent of the client.
12. You indemnify MASSAGESTUDIO JORDAAN against this and compensate MASSAGESTUDIO JORDAAN for all claims of third parties which are directly or indirectly, indirectly or directly related to the execution of the agreement and all related financial consequences.
13. The client is at all times fully responsible for the mental and physical well-being during and after the use of the services & products of MASSAGESTUDIO JORDAAN and cannot hold MASSAGESTUDIO JORDAAN liable for the correct or incorrect application of all services related to MASSAGESTUDIO JORDAAN.

## **11. Well-being**

1. The client declares to have informed himself sufficiently of the nature and content of the services of MASSAGESTUDIO JORDAAN in question.

2. If the client doubts whether it is appropriate to be able to (continue to) participate in a service, from the point of view of his/her well-being, the opinion of MASSAGESTUDIO JORDAAN shall be decisive.

## **12. Complaints**

1. In the event that MASSAGESTUDIO JORDAAN (possibly) fails to perform the agreement, the client must inform MASSAGESTUDIO JORDAAN thereof in writing.
2. MASSAGESTUDIO JORDAAN must first be given the opportunity to remedy the shortcoming(s) within a reasonable period of time.
3. Complaints do not entitle the client to suspend or compensate payments.
4. Complaints about delivered services (or products) can never be a reason for stipulating a discount, compensation or dissolution of the agreement.

## **13. Secrecy and privacy/AVG**

1. The parties are obliged to maintain the confidentiality of everything discussed during or within the framework of the execution of the assignment.
2. Information is considered confidential if this has been communicated by the other party or if this results from the nature of the information.
3. The confidentiality obligation does not apply if:
  - MASSAGESTUDIO JORDAAN is obliged to disclose by law or a binding decision of the court or government body;
  - the information becomes generally known;
  - MASSAGESTUDIO JORDAAN acts on its own behalf in legal proceedings in which this information may be relevant.
4. Personal data processed by MASSAGESTUDIO JORDAAN will be treated carefully and confidentially. Data will only be used for the stated purpose and basis. MASSAGESTUDIO JORDAAN observes the applicable privacy laws, in particular the GTC.

## **14. Modification of conditions and findability**

1. MASSAGESTUDIO JORDAAN shall at all times be entitled to amend or supplement these general terms and conditions.
2. Any changes to these terms and conditions are therefore always applicable.
3. The most current version of the terms and conditions can always be found on the website of MASSAGESTUDIO JORDAAN.

## **15. Dispute resolution and applicable law**

1. A dispute exists if one of the parties states so.
2. The parties will first make every effort to solve a dispute by mutual agreement. If this does

not succeed, the parties can appeal to the court.

3. The court in the district where MASSAGESTUDIO JORDAAN has its registered office shall have exclusive jurisdiction to hear disputes, unless the law prescribes otherwise.  
MASSAGESTUDIO JORDAAN reserves the right to submit a dispute to another court.
4. The agreement is exclusively governed by Dutch law, also in the case of foreign clients.