

## **Terms of Agreement and General conditions Instituut voor Kleurenpunctuur, Netherlands**

### **Training Colorpuncture for therapists**

#### **Article 1 General**

- These conditions apply to all work, offers and to all contracts for the performance of work between Instituut voor Kleurenpunctuur, Nieuwenhoven 23, 1761 HV Anna Paulowna, Netherlands and registered in the Chamber of Commerce under number 33276534, and its client / participant, hereafter referred to as client.
- Instituut voor Kleurenpunctuur is active as a service provider in the field of courses, workshops Colorpuncture and Kirlian photography as a (complementary) naturopathic method in color and light therapy.

#### **Article 2 Agreements**

The agreement, under whatever name, is only concluded after acceptance by the Instituut voor Kleurenpunctuur of an assignment from the client. This acceptance can be evidenced both by the written confirmation from the Instituut voor Kleurenpunctuur (in writing and / or by e-mail), by the client signing the appropriate registration or registration form, by the written confirmation signed by the Instituut voor Kleurenpunctuur and the client, and by the fact that the Instituut voor Kleurenpunctuur implements the agreement.

By entering into the agreement, the client declares to agree to the general terms and conditions of the Instituut voor Kleurenpunctuur.

#### **Article 3 Execution of the agreement**

The contractor will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.

- The contractor is affiliated with the professional association for the field of Association for the Promotion of Alternative Medicine (V.B.A.G.) and acts in accordance with the spirit and content of the drafted professional code. The courses, courses and workshops are accredited by the Quality and Assessment Nature-Oriented Training Foundation (K.T.N.O).
- Third parties may be involved in the execution of the assignment.
- The Client must ensure that all information which the Instituut voor Kleurenpunctuur indicates is necessary or which the Client should reasonably understand to be necessary for the execution of the agreement, is provided to the Instituut voor Kleurenpunctuur in a timely manner. Instituut voor Kleurenpunctuur is never liable for damage that arises as a result of incorrect and / or incomplete provision of information by the client.

#### **Article 4 Definitions**

- Client: a natural person who participates in the activities provided by the Instituut voor Kleurenpunctuur.
- Colorpuncture: a naturopathic color and light therapy method. Part of colorpuncture is the irradiation of colored light by means of a suitable lantern on the skin of the participant. All this with the aim of restoring the energetic balance of the participant.
- Suppliers: Esogetics GmbH, Bruchsal, Germany ([www.esogetics.com](http://www.esogetics.com)) and Mandel Institute, Bruchsal, Germany ([www.mandel-institut.de](http://www.mandel-institut.de)).

#### **Article 5 Copyright and intellectual property**

1. Unless otherwise agreed with the client, all data provided by the contractor, such as research methods and data, reports, advice, brochures, readers, project and training material, software, etc. are subject to copyright under the Copyright Act.
2. All information and data provided by the contractor, such as research methods and data, reports, advice, brochures, readers, project and training material, software, etc. are the property of the contractor and are exclusively intended for the agreed assignment and may not be used without the prior consent of the contractor. be reproduced, made public or brought to the attention of third parties.

#### **Article 6 Price / payment**

- The amount to be paid by the client for the services provided by the Instituut voor Kleurenpunctuur (price) is an integral part of the agreement with the client. The price is part of the (written) correspondence with the client. When entering into the agreement, a payment obligation arises for the client to pay the price.
- The manner in which the client fulfills the payment obligation is part of the agreement.
- If the client is negligent in fulfilling his / her payment obligations, Instituut voor Kleurenpunctuur is entitled to suspend its activities.

#### **Article 7 Cancellation and modification**

- From the moment of registration by the client, a reflection period of a maximum of fourteen days applies within which the assignment can be canceled by the client without any costs being charged by the contractor, not including the day of signing.
- Cancellation must be made in writing.
- In the event of cancellation, the client owes the contractor the full agreed price (100%), if a period of less than two weeks is between the date of the written notification referred to in paragraph 2 and the start date agreed for the execution of the agreement. (ten working days), not counting the day of the written notification and the day of the start of the implementation.
- If a refund of paid tuition fees is required, this will be refunded within two weeks.

#### **Article 7A: Cancellation by the Instituut voor Kleurenpunctuur**

- In case of illness and / or absence of a teacher, the teacher or lvK will ensure an equivalent replacement. If replacement proves impossible, lvK will inform the student as soon as possible. In that case, the lvK will arrive at alternative data as soon as possible.
- The lvK decides whether or not to continue a workshop or course no later than two weeks before the planned start date, and reserves the right to suspend this decision until one week before the planned start date.

#### **Article 8 Liability**

- Participant is aware that treatments with colorpuncture:
  - a. have an experimental character which makes it impossible to predict the result and the number of sessions required to achieve the desired effect by the client / participant;
  - b. can lead to undesirable effects, including a (temporary) increase in health complaints, increased activity of the immune system, headache, pain in the body, dizziness and effects of detoxification such as fever and chills.
  - c. In case of persistent undesirable effects, the participant is responsible to inform the

Instituut voor Kleurenpunctuur. The participant is also responsible for seeking regular medical help, such as from his own GP or attending medical specialist.

d. Participant understands that the Instituut voor Kleurenpunctuur and suppliers can in no way give guarantees with regard to the results of client / participant. The participant indemnifies the Instituut voor Kleurenpunctuur and its suppliers against any claim for damages based on the lack of expected or desired results by the client / participant.

e. The participant never declares, on the advice of the Instituut voor Kleurenpunctuur, to discontinue the treatment by his / her regular physician, including a general practitioner, psychologist, psychiatrist and / or medical specialist. Participant also declares never to adjust the (existing) use of medication in any way on the advice of the Instituut voor Kleurenpunctuur.

### **Article 9 Confidentiality**

- The contractor treats data participants in accordance with the Personal Data Protection Act (Registration number Registration Chamber: m1440562).
- Even after termination of the agreement, the client and the contractor will observe secrecy with regard to all information that has been made available to them by the other party in the context of the establishment and execution of an assignment and of which the confidential nature is either indicated or can be reasonably viewed.

### **Article 10 Force majeure**

- The contractor reserves the right to cancel, change, move (in time and location) or suspend orders in the event of force majeure, until the circumstances that lead to the force majeure no longer occur.
- If it is established that the force majeure is of a permanent nature, each of the parties is entitled to dissolve the agreement and the contractor will refund the invoice amount with due observance of paragraphs 4 and 5 of this article, unless this dissolution takes place after the order has been client's request has been postponed, in which case no refund will be made.
- Force majeure is in any case, but not exclusively, if the teacher is not available due to unforeseen circumstances (including for the teacher: illness).
- The contractor is entitled to demand payment for the work that has been carried out in the performance of the agreement in question before the circumstance preventing performance appeared.

### **Article 11 Complaints**

- The contractor has a complaints procedure that applies to all services provided to clients.
- A complaint must be submitted in writing to the independent complaints committee and addressed to:
  - KTNO Foundation
  - Attn. Foundation Commissioner R.F.J.A. de Beijer
  - Emmasingel 33
  - 5611 AZ Eindhoven
  - The Netherlands
- within a week after termination of the assignment or part of the assignment. A complaint will always be treated confidentially.
- The secretary of the complaints committee will contact the client within two weeks to make an appointment to settle the complaint.
- The contractor aims to inform the client of its opinion on the validity of the complaint within two months after the first agreement regarding the settlement of the complaint, stating reasons in writing.
- The complaint and the handling method will be recorded in writing and kept for a period of 1 year.
- The procedure for complaints involving an independent complaints committee is available on request.
- The opinion of the complaints committee is binding for the training institute; any

consequences will be handled by the institute within two months.

### **Article 12 Applicable law and competent court**

- Dutch law applies to the agreement.
- All disputes arising from the agreement will be submitted by the parties for trial to the competent court in Amsterdam, subject to the right of the Instituut voor Kleurenpunctuur to bring proceedings before another competent court.

### **Our company data:**

Instituut voor Kleurenpunctuur  
Nieuwenhoven 23  
1761 HV Anna Paulowna  
Netherlands  
Tel: +31 (0) 620536275  
Email: [info@kleurenpunctuur.nl](mailto:info@kleurenpunctuur.nl)  
Chamber of Commerce: 33276534  
VAT-id number: NL001294923B25  
IBAN: NL60INGB0007615671; BIC INGBNL2A

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2. Instituut voor Kleurenpunctuur has an extensive Privacy Policy which can be consulted via the website and which complies with current legislation and regulations.

### **Disclaimer**

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