

Terms and Conditions

ONE BALANCE

Treatment and coaching processes based on the Trigger Point Reset Method | Sports massage

(Version October 2019)

ONE BALANCE is a sole trader driven by Karlien Derckx, registered in the trade register of the Chamber of Commerce under number 59891726.

ONE BALANCE works with general terms and conditions. These terms and conditions can be sent free of charge upon 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.

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1. Definitions

- a) Offer: the legal act, the offer, whether or not orally, that after acceptance thereof leads to an agreement (as referred to in Article 6: 217 of the Dutch Civil Code).
- b) Cancellation: All forms of termination or termination of the agreement.
- c) AVG: General Data Protection Regulation.
- d) Withdrawal period: the period within which the client can make use of his right of withdrawal
- e) Right of withdrawal: the possibility for the client to cancel the distance agreement within the cooling-off period.
- f) Distance purchasing: an agreement that exclusively uses one or more techniques for distance communication, such as telephone or digital sales.

- g) Model form: the model form for withdrawal that ONE BALANCE makes available that a client can fill in if he wishes to make use of his right of withdrawal.
- h) Quotation: Any offer from ONE BALANCE that is made to the client, following a request to execute an assignment.
- i) Assignment: The service or product supplied by ONE BALANCE.
- j) Client: the natural person (consumer) or legal person (company) with whom ONE BALANCE concludes the agreement.
- k) Written: All communication between ONE BALANCE that relates to the assignment either electronically, via social media or otherwise.
- l) Agreement: the agreement or agreements, both orally and in writing, between ONE BALANCE and the client in which it is described or discussed orally, state which service or product ONE BALANCE will perform for what fee and under what conditions.
- m) Force majeure: in addition to what is understood by law and jurisprudence as force majeure, this includes all external causes, foreseen or unforeseen, over which ONE BALANCE cannot exert influence and as a result of which ONE BALANCE is unable to fulfill its obligations come. Illness is also included under force majeure.
- n) Parties: ONE BALANCE and the client together.
- o) Reimbursement: The fee agreed for the assignment.

2. General

1. ONE BALANCE mainly focuses on online and offline complaint-oriented treatment and coaching of people, all in the broadest sense of the word.
2. These terms and conditions apply to every (future) offer, quotation and agreement between ONE BALANCE and a client, to which ONE BALANCE has declared this agreement applicable.
3. These conditions also apply to any follow-up orders.
4. The client declares that he has taken note of the general terms and conditions and that he agrees with these terms and conditions:
 - (online) signing or approval of a quote or agreement (whereby the conditions have been sent or there is adequate and sufficient link to these conditions); or
 - Written approval of the assignment (in which the conditions are sent in advance or there is adequate and sufficient linked to these conditions), or
 - Orally approving assignment.

In the case of a verbally concluded agreement, ONE BALANCE always refers to the location of these conditions and will immediately send a version.

5. The articles below apply to any offer, assignment or agreement from or with ONE BALANCE, to the extent that this has not been deviated from in writing by mutual agreement between the parties.

6. If there is uncertainty about the interpretation of one or more provisions of these conditions, the explanation must take place "in the spirit" of these conditions.
7. If at any time one or more provisions of these terms and conditions have been declared wholly or partially invalid, may be invalidated or destroyed, the remaining provisions of these terms and conditions will remain fully applicable.
8. The parties will then enter into consultation to agree new provisions to replace the void or voided provisions. The aim and scope of the original provisions will be taken into account as much as possible.

3. Realization agreement

1. The agreement is concluded after (verbal or written) acceptance by the client of the offer from ONE BALANCE including these general terms and conditions. Until the date of conclusion of the agreement, the client cannot derive any rights from statements, conversations, statements made, promises, etc., all in the broadest sense of the word.
2. The offer of the assignment indicates as clearly as possible what the scope and content of the assignment is concerned, what its duration is and what the requested reimbursement is.
3. ONE BALANCE cannot be held to its quotes or offers if it contains an obvious mistake or error.
4. All offers and quotations by ONE BALANCE are entirely without obligation, unless a period of acceptance has been set.
5. ONE BALANCE also has the right to make price changes at any time. The client then has the right to cancel the agreement for 7 days after this has been made known. Annual indexing, but also if demonstrably purchase prices have been increased, are always reasons for a price change and do not give the client the right to terminate the agreement.
6. The prices stated in the quotation are broken down into exclusive and inclusive of VAT, unless stated otherwise.
7. If the acceptance by the client deviates in parts from the offer included in the quotation, then ONE BALANCE is not bound by it. The agreement will then not be concluded, unless ONE BALANCE indicates otherwise.
8. Offers and rates do not automatically apply to future assignments.
9. The client is responsible for the accuracy and completeness of the data provided by or on behalf of it to ONE BALANCE on which the offer is based.

4. The implementation of the agreement

1. ONE BALANCE will endeavor 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 delivery of information that is necessary to carry out the assignment. This is done both on your own initiative and at the request of ONE BALANCE.

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 termination of the agreement.
5. The treatment processes that ONE BALANCE carries out can lead to (side) effects. For example that the client shows more leadership, chooses for himself to strengthen (or break) relationships or to take on a new position. If these decisions / own initiatives of the client have negative consequences in any way, then ONE BALANCE cannot be held liable for this (indirect and consequential damage, see also article 10).
6. ONE BALANCE has the right to adjust or change the implementation of the agreement at any time. The agreed assignment is taken into account as much as possible. Consider, for example, the adjustment or modification of a program.
7. The duration of a treatment or treatment process can vary. This is always clearly communicated in advance.

5. Engaging third parties

1. ONE BALANCE has the right to have certain work done by third parties (such as specialists, experts, trainers, advisers), certainly if a proper execution of the agreement requires this. The applicability of Article 7: 404, 7: 407 paragraph 2 and 7: 409 of the Dutch Civil Code is expressly excluded.
2. If the client engages third parties that influence the execution of the assignment, ONE BALANCE will communicate if necessary.

6. Terms of payment)

1. The payment terms that ONE BALANCE adheres to is 4 days and these are always stated on the invoice.
2. Invoicing is always done digitally.
3. Payment is made prior to the service, unless the parties have made other arrangements in advance.
4. Under special conditions it is possible (at an additional cost) to pay in two installments, to be determined by ONE BALANCE. The payment must still be made prior to the service.
5. If the client has opted for payment in installments, it is still possible at any time to pay off the remainder at an accelerated / one-time penalty. The parties determine jointly under which conditions and benefits accelerated repayment is possible.
6. The possible costs that ONE BALANCE makes for the execution of the assignment, such as material, travel and accommodation costs, costs for prints, copies, (pressure) tests, and costs of third parties for advice, production and supervision, etc. are normally included. and if not then and

they must be charged to the client, ONE BALANCE will make prior agreements on this.

7. If the client has exceeded the payment term, then the client is legally in default. The client then owes the statutory (commercial) interest. The interest on the claimable amount will be calculated from the moment that the client is in default until the moment of payment of the full amount due.
8. If the payment term is exceeded, ONE BALANCE will send a reminder to pay. If the client has not yet fulfilled his obligations within 14 days, the client will from that moment owe the statutory interest plus the extrajudicial collection costs on the outstanding invoice amount. This is calculated in accordance with the (staggered) collection rate recommended by the Netherlands Bar Association.
9. If the payment term is exceeded, ONE BALANCE has the right to suspend the execution of the order or delivery of a product. ONE BALANCE is not liable for any damage that the client suffers as a result.
10. If what occurs in paragraph 7 occurs, ONE BALANCE has the right to pass on the costs that this entails to the client.
11. Any other additional costs, such as judicial collection and execution costs, will also be recovered from the client.
12. In the event of non-compliance with the payment conditions, ONE BALANCE has the right to immediately stop / suspend the assignment. This does not relieve a client of his payment obligation.
13. Any objections to the amount of the invoice must be reported to ONE BALANCE immediately, but at the latest within 14 days, after observation. These objections do not suspend the payment obligation.
14. For existing customers, ONE BALANCE can decide to deviate from the provisions of this article.

7. Dissolution, suspension and cancellation(conditions)

1. Both ONE BALANCE and the client have the right to immediately dissolve the agreement in whole or in part, with which all amounts due become immediately due and payable when the other party is concerned;
 - I. A petition for bankruptcy;
 - II. (provisional) deferment of payment;
 - III. Or debt restructuring;

is submitted without any obligation from ONE BALANCE to pay any compensation or indemnification.

2. ONE BALANCE has the right to claim any compensation and cancellation costs in the event of interim cancellation of the treatment process. These consist of all costs up to then and the reasonable costs of lost profit.
3. (Online) Program/process
When following a program / process, cancellation is not possible. Under very special circumstances (hardship clause) ONE BALANCE can determine that cancellation is still an option within 14 days after the start of the process.

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

4. The following specific cancellation conditions apply to buying a ticket for attending / following for example events and workshops:

Tickets/Events/Workshops/(Online) material/E-book/Webinars

This is non-refundable. It is, however, possible to have someone else replace him or to get a comparable offer (think of a ticket for a new date).

5. Cancellation of an assignment must be in writing or by email. Cancellation is a fact when ONE BALANCE has confirmed receipt of cancellation. The time of cancellation is the postmark when canceling by mail or the date and time of receipt of the cancellation e-mail.
6. Canceling a (single) appointment / treatment is free of charge up to 48 hours in advance. Within these 48-24 hours prior to a (single) appointment, ONE BALANCE 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 ONE BALANCE can make alternative agreements with the client about this. For company massages, this must be canceled no later than 7 days in advance.
7. ONE BALANCE has the right to cancel or reschedule an appointment, because the agreement cannot be properly implemented or there is force majeure. Think explicitly of illness, disability, deaths within the family and friends.
8. If ONE BALANCE is culpably inadequate in the performance of the agreement, this will not lead to a refund of the agreed price and / or compensation for damage, but ONE BALANCE will use reasonable endeavors to still properly comply with it. ONE BALANCE will not charge any costs for this.

8. Right of withdrawal and exclusion of right of withdrawal

NB. This article only applies to consumers

1. When purchasing services remotely, you have the option of dissolving the contract for at least 14 days without stating reasons, starting on the day of entering into the contract.
2. If you wish to make use of the right of withdrawal, you are obliged to make this known to ONE BALANCE within 14 days.
3. If the client has paid an amount, ONE BALANCE will refund this amount as soon as possible, but no later than within 14 days after cancellation.
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. ONE BALANCE can exclude the client's right of withdrawal for services as described below.

6. The exclusion of the right of withdrawal only applies if ONE BALANCE has clearly stated this in the offer, or at least in time for the conclusion of the agreement.
7. Exclusion of the right of withdrawal is only possible for services to be delivered that are delivered directly, provided that:
 - compliance has begun with the express prior consent of the client; and
 - the client has stated that he thereby waives his right of dissolution

9. Force majeure

1. ONE BALANCE is not obliged to fulfill any obligation towards the client if it is prevented from doing so due to a circumstance that is not due to fault, and neither under the law, a legal act or generally accepted views on its account coming.
2. ONE BALANCE can suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, then each party has the right to terminate the agreement without obligation to compensate damage to the other party.
3. If ONE BALANCE has at the time of the occurrence of force majeure partly fulfilled its obligations under the agreement or will be able to fulfill it, ONE BALANCE has the right to separately invoice the already fulfilled part (or the part to be fulfilled). Client is obliged to pay this invoice as if it were a separate agreement.
4. In the event of force majeure, ONE BALANCE will use reasonable endeavors to provide the Client with an alternative solution if desired.

10. Liability

Paragraphs 1 to 6 only apply to business customers:

1. ONE BALANCE is only liable towards the client for attributable, direct damage.
2. ONE BALANCE is only liable up to the level of the insurer's payment. In the unlikely event that the insurer does not proceed with payment, then ONE BALANCE is liable for the invoice value, at least that part of the assignment to which the liability relates.
3. ONE BALANCE is furthermore only liable if the client demonstrates to have suffered damage due to an attributable shortcoming (or an error).
4. Liability of ONE BALANCE, including consequential damage, lost profit, lost savings, mutilated or lost data or materials, or damage due to business interruption, is excluded.
5. Claims for compensation expire if they have not been brought before the competent court within one year of their discovery.
6. The above paragraphs apply in all cases unless there is intent or willful recklessness on the part of ONE BALANCE.

The following paragraphs only apply to consumers:

7. If ONE BALANCE were to be liable, this certainly does not apply to:

- a. errors or shortcomings in the material or data provided by the client;
- b. misunderstandings, errors or shortcomings with regard to the implementation of the agreement if this is due to or caused by acts of the client, such as late delivery or non-delivery of complete, sound and clear data / materials;
- c. errors or shortcomings of third parties engaged by or on behalf of ONE BALANCE;
- d. Force majeure situations;
unless a legal obligation applies.

8. In the event of an attributable shortcoming in the performance of the agreement, ONE BALANCE is only liable for the amount that the insurer pays out and, should this not be the case, for replacement compensation 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 lost turnover or profit.

9. Liability of ONE BALANCE, including consequential damage, lost profit, lost savings, mutilated or lost data or materials, or damage due to business interruption, is completely excluded.

10. Except in the case of intent or willful recklessness on the part of ONE BALANCE or if there is a legal obligation to do so, the liability of ONE BALANCE is limited to the compensation of ONE BALANCE for the assignment, at least that part of the assignment to which the liability relates.

11. ONE BALANCE is not liable for damage as a result of third parties engaged by ONE BALANCE, regardless of whether these third parties have been engaged on advice or with the consent of the client.

12. You indemnify ONE BALANCE against this and indemnify ONE BALANCE for all claims from third parties that are directly or indirectly, mediate or immediately 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 and products of ONE BALANCE and cannot hold ONE BALANCE liable for the correct or incorrect application of all ONE BALANCE related services.

11. Wellbeing

1. The client declares to have sufficiently informed himself of the nature and content of the relevant services of ONE BALANCE.

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 judgment of ONE BALANCE is decisive.

12. Complaints

1. In the event of a (possible) failure by ONE BALANCE in the implementation of the agreement, the client must notify ONE BALANCE in writing.
2. ONE BALANCE must first be given the opportunity to repair the shortcoming (s) within a reasonable period of time.
3. Complaints do not give the client the right to suspend or compensate payments.
4. Complaints about services (or products) provided can never be a reason for demanding a discount, compensation or termination of the agreement.

13. Confidentiality and privacy / AVG

1. The parties are obliged to maintain the confidentiality of everything that has been discussed during or in the context of the performance of the assignment.
2. Information is considered confidential if this is communicated by the other party or if this results from the nature of the information.
3. The confidentiality obligation does not apply if:
 - ONE BALANCE is obliged to disclose on the basis of the law or a binding decision of the court or government body;
 - the information becomes generally known;
 - ONE BALANCE acts for itself in legal proceedings where this information may be important.
4. Personal data processed by ONE BALANCE will be treated carefully and confidentially. Data is only used for the stated purpose and basis. ONE BALANCE thereby complies with the applicable privacy legislation, in particular the AVG.

14. Intellectual Property Rights

1. All intellectual property rights arising from the assignment (including patent, trademark, drawing or design rights and copyright) on the results of the assignment, in the broadest sense of the word, belong to ONE BALANCE. Insofar as such a right can only be obtained through a deposit or registration, only ONE BALANCE is authorized to do so.
2. ONE BALANCE has the right at all times to mention or remove its name on, at, or in publicity around the result of the assignment - in the manner customary for that result - or have it removed. If the client wants to publish the result without stating the name of ONE BALANCE or wants to multiply it, written permission from ONE BALANCE is first granted.

3. The (originals of) results produced by ONE BALANCE in the context of the assignment (such as designs, design sketches, concepts, advice, illustrations, photos, prototypes, (partial) products, films, (audio and video) presentations and other materials or (electronic) files, etc., are the property of ONE BALANCE, regardless of whether they have been made available to the client or to third parties.

4. Clients who participate in a program, training, workshop, event, etc., and who have access to training, presentations, content and / or access to the online academy, online environment, social media, website, etc. in a different way. in the broadest sense of the word, it must be ensured that all information and works of ONE BALANCE are protected by intellectual property and are thus protected.

5. Sale, reproduction, disclosure and / or multiplication, in the broadest sense of the word, is prohibited by the client to third parties from the provisions of this article.

6. ONE BALANCE has the right, in the event of a violation of the rights referred to in this article, to charge a self-determined but reasonable compensation to the client. This is without prejudice to claiming compensation.

7. ONE BALANCE reserves the right to use the knowledge gained through the performance of the work for other purposes. ONE BALANCE may not disclose confidential information to third parties.

8. After the completion of the assignment, both the client and ONE BALANCE have no retention obligation towards each other with regard to the materials and data used.

9. The provisions in this article also explicitly apply to third parties who have entered into a partnership with ONE BALANCE or who carry out assignments for ONE BALANCE in any other way.

15. Change in conditions and findability

1. ONE BALANCE is at all times entitled to change or supplement these general terms and conditions.

2. Any changes to these terms and conditions therefore always apply.

3. The most current version of the terms and conditions can always be found on the ONE BALANCE website.

16. Dispute settlement and applicable law

1. A dispute exists if one of the parties so states.

2. The parties will first make every effort to resolve a dispute in mutual consultation. If that fails then the parties can appeal to the courts.

3. The court in the district of the location of ONE BALANCE has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. ONE BALANCE 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.