

General Terms and Conditions

Article 1. Definitions

For the purposes of these terms and conditions:

1. **Service provider:** the natural or legal person who offers products, (access to) digital content and/or services (remotely) to consumers;
 - Victor van Dijk;
 - Tel: +31 6 40641956 (available from 9:00 to 17:00);
 - E-mail: info@victorvandijk.nl;
 - Website: <https://www.victorvandijk.nl>;
 - Chamber of Commerce (KVK): 76679438;
 - Address: Krabbescheer 56, (1241 VE) in Kortenhoef;
 - also acting under the name Victor's Teachings;
 - VAT-number: NL003122047B28.
2. **Client:** the natural person, not acting in the exercise of a profession or business, who enters into an agreement and/or remote agreement with the Service Provider;
3. **Consumer:** see 'Client';
4. **Agreement:** the agreement concluded between the Service Provider and the Consumer, including the Distance Contract;
5. **Distance Contract:** the Agreement which is concluded outside the Service Provider's sales premises by means of an organized system (e.g. a *webshop*) with the aim of making it possible to sell products, digital content and/or services at a distance;
6. **Ancillary contract:** an agreement whereby the Consumer acquires products, digital content and/or services in connection with a distance contract and these goods, digital content and/or services are supplied by the Service Provider or by a third party on the basis of an agreement between that third party and the Service Provider;
7. **Withdrawal period:** the period within which the Consumer may exercise his right of withdrawal;
8. **Day:** calendar day;
9. **Digital content:** data produced and delivered in digital form;
10. **Continuing performance contract:** an agreement for the regular supply of goods, services and/or digital content during a certain period of time;
11. **Durable medium:** any tool – including e-mail – that enables the Consumer or Service Provider to store information addressed to him personally in a way that allows for future consultation or use for a period of time appropriate to the purpose for which the information is intended, and that allows unaltered reproduction of the stored information;
12. **Right of withdrawal:** the possibility for the Consumer to waive the distance contract within the withdrawal period.
13. **Model withdrawal form:** the European model withdrawal form used for withdrawal;
14. **Means of distance communication:** means that can be used for the conclusion of an agreement, without the Consumer and the Service Provider having to be in the same room at the same time;
15. **Terms and Conditions:** the present terms and conditions of sale and delivery.

Article 2. The Agreement

1. These Terms and Conditions always apply to all offers made by the Service Provider and to any Agreement concluded, including a Distance Contract between the Service Provider and the Consumer.

2. In the event of a written offer or written order confirmation from the Service Provider, this offer or order confirmation shall be deemed to reflect the entire Agreement and shall replace all prior written and verbal agreements, statements and/or conduct by the parties. Changes to/additions to the text of the offer or order confirmation only form part of the Agreement if this is explicitly acknowledged by the Service Provider in writing, whereby in the event of any inconsistency the text of the offer or order confirmation shall prevail.
3. The Service Provider reserves the right to unilaterally amend these Terms and Conditions to the extent that the performance to be provided by the Service Provider as a result of this amendment does not materially deviate from the performance promised. The Consumer will be deemed to have accepted the amendments in question if the Service Provider has not received a written objection from the Consumer within 14 Days of the written notification of the amendment.
4. Offers made by the Service Provider shall have a limited validity of 10 working days, unless otherwise indicated in writing. The Service Provider has the right to revoke an offer accepted by the Consumer within two working days of receipt of acceptance thereof. The Consumer cannot derive any rights from information on offers, leaflets, advertising materials or the Service Provider's website.
5. If, for any reason whatsoever, any provision of these general terms and conditions is not valid, the other provisions will remain in force and the parties will negotiate the content of the new provision, which provision comes as close as possible to the purport of the original provision.

Article 3. The Performance

1. If no specific standards or regulations have been agreed upon, the Service Provider shall deliver in accordance with what the Service Provider could reasonably assume.
2. The Services offered by the Service Provider have those characteristics that the Service Provider has made known with regard to the services. The Service Provider does not guarantee that the services are suitable for the purpose the Consumer wishes to sue them, not even if this purpose has been made known to the Service Provider. The services may deviate slightly from any demos of services and/or services which has been made available or were provided to the Consumer to give an indication of the service.

Article 4. Price and Payment

1. Unless otherwise agreed, prices are inclusive of VAT and exclusive of transport and packaging.
2. Price increases resulting from additions and/or changes to the order and/or specification of the services to be delivered at the oral or written request of the Consumer are entirely at the expense of the Consumer.
3. All costs resulting from circumstances that the Service Provider did not reasonably have to take into account when entering into the Agreement shall be borne by the Consumer.

Article 5. Quality and complaints

1. Immediately upon delivery (in any cases within two (2) months of receipt), the Consumer must check the delivery for quantities, quality, visible damage, properties or defects and report this to the Service Provider in writing or by email, stating the order and/or invoice number and sending (a copy of) the waybill. After the expiry of the period, the delivery shall be deemed to comply with the Agreement.
2. The Consumer can no longer invoke defects other than those referred to in the previous paragraph if he has not complained to the Service Provider in writing within two (2) months after he has discovered the defect or should reasonably have discovered it.
3. If the Consumer processes or has the delivery processed in whole or in part, then the Consumer has approved the delivery. In that case, all liability of the Service Provider will lapse.

Article 6. Delivery, delivery periods

1. A delivery period agreed upon by the parties commences after the Service Provider has received all information necessary for the delivery and, if agreed, has received a (pre)payment from the Consumer.
2. An agreed delivery period can under no circumstances be regarded as a final deadline. In the event that the Service Provider fails to meet the delivery deadline or fails to meet it on time, the Consumer shall declare the Service Provider in default in writing and offer the Service Provider the opportunity to meet its obligations within a reasonable period in time.
3. In case the Consumer has ordered products (as well), the products shall be delivered no later than thirty (30) Days after the Service Provider has accepted the order. If delivery within this period is impossible, the Service Provider will inform the consumer of this as soon as possible. In that case, the Consumer has the option of reclaiming any advance payment for the order within seven (7) Days of receiving the notification. In such case, the Service Provider shall refund the advance payment to the Consumer within thirty (30) Days.
4. The Service Provider shall be entitled to deliver in parts, whereby each partial delivery may be invoiced separately.
5. The risks for the products mentioned in paragraph 3. shall pass from the Service Provider to the Consumer at the time of delivery.

Home delivery

6. If the Consumer makes use of a carrier offered by the Service Provider for transport, delivery will take place at the moment that the Consumer, or a third party appointed by the Consumer who takes receipt of the product, or at least a third party who takes receipt of the product on behalf of the Consumer, with the exception of the carrier, received the product.
7. In the case of paragraph 6, the transport of the products is at the risk of the Service Provider and at the expense of the Consumer.

Own carrier

8. If the Consumer uses a carrier for transport, other than a mode of transport offered by the Service Provider, delivery shall take place when the carrier takes receipt of the product.
9. In the case of paragraph 8, the transport of the products is at the risk and expense of the Consumer.

Article 7. Right of Withdrawal for the Consumer under Distance Contracts

1. The Consumer may, if he is not acting in the exercise of a profession or business, dissolve the Distance Contract within the Withdrawal Period.
2. The Consumer communicates this dissolution of the Distance Contract to the Service Provider by means of the Model Withdrawal Form, via an electronic form that the Service Provider offers on its website for this purpose or in another unambiguous manner.
3. The Withdrawal Period is fifteen (15) Days.

For products:

4. Day of receipt is the day on which the Consumer, or a third party designated by the Consumer to take receipt of the product, or at least a third party taking receipt of the product on behalf of the Consumer, with the exception of the carrier, has received the product (hereinafter: the Day of receipt).
5. In case of paragraph 4, the Withdrawal Period mentioned in paragraph 3 shall commence:
 - a. the Day after the Day of receipt;
 - b. in the case that the Consumer has ordered several products in one (1) order, the Day of receipt of the last product;

- c. in the event that the Consumer's order contains a product that will be delivered in multiple shipments or that consists of multiple parts, the Day of receipt of the last shipment or the last part;
- d. in case of regular delivery of products during a certain period of time, the Day of receipt of the first product.

For services and digital content:

6. The Consumer may dissolve the Distance Contract in accordance with paragraphs 1 and 3 of this article if the Distance Contract relates to the supply of a service or digital content which is not supplied on a tangible medium and the Consumer has not given express prior consent – and has thereby declared – to waive and has thereby waived his right to terminate.
 - a. In the case of paragraph 6, the Withdrawal Period referred to in paragraph 3 commences on the Day on which the Distance Contract is concluded.
 - b. If the Service Provider has not provided the legally required information about the right of withdrawal or the Model Withdrawal Form described in Paragraph 6, the Withdrawal Period will end fourteen (14) Days after he has done so.
 - c. If the Service Provider has not provided the legally required information about the right of withdrawal or the Model Withdrawal Form for an agreement as described in paragraph 5, the Withdrawal Period will in any case end twelve (12) months after the Withdrawal Period mentioned in sub a. above.

Obligations Consumer:

7. During the Withdrawal Period, the Consumer may unpack or use the product for the purpose of determining the nature, characteristics and functioning of the product in a way that he would do as well in a shop. The Consumer shall handle the product and its packaging with care and shall limit the unpacking or use of the product to a minimum that is reasonably necessary in view of the purpose stated in this paragraph.
8. The Consumer is liable for the reduction of value that occurs as a result of unpacking or use that exceeds the provisions of paragraph 7.
9. If the Service Provider did not provide the Consumer with all legally required information regarding the right of withdrawal before or when concluding the Distance Contract, the Consumer will not be liable for the reduction in value referred to in paragraph 7.
10. The Consumer will send the product, including all accessories, in its – as far as reasonably possible – original condition.
11. The Consumer shall bear the costs of the return shipment.
12. The burden of proof regarding the provisions in paragraphs 7 through 11 lies with the Consumer.

Obligations Service Provider in the event of withdrawal

13. If the Service Provider makes it possible for the Consumer to report the withdrawal electronically and the Consumer makes use of this possibility, the Service Provider will immediately send the Consumer an acknowledgement of receipt of this report.
14. The Service Provider will immediately reimburse all costs paid by the Consumer, in any event within fourteen (14) Days. If the Service Provider offers to collect the product itself, the Service Provider may postpone reimbursement of the costs until the moment that it receives the product or the Consumer has demonstrated that he returned the product. If, when concluding the Distance Contract, the Consumer has opted for a method of delivery that is more expensive than the cheapest method of delivery offered by the Service Provider, the Service Provider may limit the reimbursable costs to the costs of the cheapest delivery.

Exclusion of the right of withdrawal:

15. The Service Provider excludes the Consumer's right of withdrawal for the following products/services by mentioning this in the offer or in any case in good time prior to the conclusion of the agreement:
 - a. Service contracts, after full performance of the service, but only if:
 - i. performance has commenced with the Consumer's express prior consent; and
 - ii. the Consumer has declared that he loses his right of withdrawal as soon as the Service Provider has fully performed the contract;
 - b. Sealed audio, video recording and computer software, of which the seal has been broken after delivery;
 - c. The supply of digital content other than on a material carrier, but only if:
 - i. the execution has started with the explicit prior consent of the Consumer; and
 - ii. the Consumer has declared that he thereby loses his right of withdrawal.
16. The Consumer only has the Right of Withdrawal referred to in this article only if he has concluded a Distance Contract with the Service Provider.

Article 8. Continuing performance contract: duration, termination and renewal

Termination:

1. If the Agreement has been concluded for an indefinite period of time or for a definite period of time with a duration of more than 1 (one) year, both the Service Provider and the Consumer may terminate the Agreement in writing with due observance of a notice period of 1 (one) month. If the Agreement has not been concluded in writing, both the Service Provider and the Consumer may terminate the Agreement in a corresponding matter.

Renewal:

2. If the Agreement is an agreement for the regular delivery of products or services and is tacitly extended or renewed in an agreement for a definite or indefinite period of time, both the Service Provider and the Consumer may terminate the continued agreement at any time with due observance of a notice period of 1 (one) month.

Duration:

3. If the Agreement has a fixed term of more than one year or an indefinite term, both the Service Provider and the Consumer may terminate the Agreement at any time with due observance of a notice period of 1 (one) month.

Article 9. Complaints Procedure

1. Complaints about the execution of the Agreement must be submitted to the Service Provider within a reasonable time after the Consumer has discovered the defects, complete and clearly described.
2. Complaints submitted to the Service Provider will be answered within a period of 14 Days from the date of receipt. If a complaint requires a foreseeable longer processing time, the Service Provider will respond within the period of 14 Days with a message of receipt and an indication of when the Consumer can expect a more detailed answer.
3. The Consumer should give the Service Provider at least 4 weeks to solve the complaint in mutual consultation. After this period, a dispute arises that is subject to dispute resolution.

Article 10. Industrial and intellectual property

1. Unless explicitly agreed otherwise in writing, the Service Provider retains the copyrights, patent rights and all other industrial and/or intellectual property rights to the work performed by it, offers made, designs, images, drawings (trial) models, recipes, software, etc. provided by it.

2. Unless explicitly agreed otherwise in writing, the rights to the data mentioned in this article remain the property of the Service Provider regardless of whether the Consumer has been charged for the production thereof.
3. All information, whether orally or in writing, provided by the Provider of the Service to the Client, remains the property of the Service Provider and may only be used by Consumer for the purpose for which it was provided.
4. Consumer will not provide the information of the Service Provider to third parties in any way whatsoever, except insofar as this is reasonably necessary for the proper execution of the Agreement and then only after and insofar as a confidentiality obligation has been agreed upon.

Article 11. Applicable law and disputes

1. The Agreement shall be governed solely by Dutch Law.
2. Only the court with jurisdiction in the municipality where the Service Provider has its registered office is competent. If another court has jurisdiction in the municipality where the Consumer resides, this court will have joint jurisdiction.