

**ATMA AYURVEDA**  
**TERMS & CONDITIONS**  
(ALGEMENE VOORWAARDEN)

**1. Definitions**

1.1 Atma Ayurveda: Atma Ayurveda is located (1017GE) Amsterdam at Kerkstraat 137hs and registered in the trade register under number 34347677.

1.2 Conditions: these are the general terms and conditions of Atma Ayurveda, which are published on the website of Atma Ayurveda, [www.atma-ayurveda.com](http://www.atma-ayurveda.com). These terms and conditions are always available for download at: <http://www.atma-ayurveda.com/algemene-voorwaarden/> and by email request.

1.3 Customer: a person who receives or requests a Service, Product or Event from Atma Ayurveda.

1.4 Event: Workshop, lesson, webinar or retreat organized by Atma Ayurveda.

1.5 Service: In-person consultation or treatment

1.6 Product: a physical or virtual item (such as digital download) for sale that is made or distributed by Atma Ayurveda.

1.6.1 Physical Product: an item made or distributed by Atma Ayurveda with a three dimensional, tangible shape.

1.6.2 Virtual Product: an item made or distributed by Atma Ayurveda with no tangible shape, that is delivered electronically, that is reserved or paid for via the website [www.atma-ayurveda.com](http://www.atma-ayurveda.com)

1:7 Website: Atma Ayurveda's website is [www.atma-ayurveda.com](http://www.atma-ayurveda.com).

**2. Applicability**

2.1 The Terms & Conditions (Algemene Voorwaarden) apply to all Services, Events and Products at Atma Ayurveda.

2.2 By requesting or participating in a Service, Event or Product of Atma Ayurveda, the Customer agrees to the applicability of these General Terms and Conditions.

2.3 Atma Ayurveda may modify these Terms from time to time. The latest version of the Terms is always the current version and is always available on the Website here: <http://www.atma-ayurveda.com/algemene-voorwaarden/>

**3. Payment & Pricing**

### **3.1 Services**

Services scheduled via the website must be paid for online unless otherwise agreed in writing. Services requested orally (in person or by phone), or in writing (by email or text) may be paid via the website, in cash at the time of the appointment or by bank transfer within 14 days of the invoice, unless otherwise specifically indicated. For example, any Service requiring advance preparation, such as Jyotish consultations or requiring advance order of supplies specific to that Customer, are exceptions and must be paid immediately upon request of appointment.

#### **3.1.1 A special note on Customer Insurance/Verzekering**

Atma Ayurveda under no condition assumes liability in the case that a Customer's insurance company (verzekeraar) does not reimburse the Customer.

Within the Netherlands, a Customer may make an attempt to request reimbursement from his/her insurance company/verzekeraar if he/she has an eligible policy. Relevant registration numbers of Atma Ayurveda can be found on the invoice, as well as on the website: <http://atma-ayurveda.com/vergoeding-insurance/>.

Regardless of whether an insurance company (verzekeraar) has reimbursed a Customer yet, the Customer shall pay Atma Ayurveda directly and without delay for the services requested or provided. Later, upon receiving your invoice with the dates of your visit, a Customer may attempt to submit the invoice to his/her insurance company (verzekeraar).

Atma Ayurveda assumes no liability in the case of losses arising from problems in a Customer requesting reimbursement from his/her insurance company, or problems caused by the registration status of Atma Ayurveda.

### **3.2 Products (see section 8 below)**

#### **3.3 Events**

At the time a Customer requests to attend an Event, whether verbally, in writing, or through another electronic method, a payment is required immediately. Events are paid through the website unless another agreement has been made in writing.

#### **3.4 Outstanding Payments**

Being a small business, Atma Ayurveda must maintain a strict payment collection. Payments for invoices must be received within 14 days.

3.4.1 Atma Ayurveda reserves the right to refuse services to a Customer if there is outstanding payment.

3.4.2 Once the Customer is in default, Atma Ayurveda is entitled to the principal amount plus any interest and administrative costs. The first late payment fee applied is €10. Similar or increasing amounts will be applied weekly until payment is received.

3.4.3 If the Customer is in default, Atma Ayurveda is entitled to take collection measures, or to entrust third parties thereby. All the collection costs of amounts claimed (including the extrajudicial collection costs) shall be borne by the Customer.

The extrajudicial costs amount to at least 14% of the principal amount or the remainder thereof, plus statutory interest, with a minimum of € 40, - excluding VAT

**3.5 Price Changes** Atma Ayurveda reserves the right to change prices at anytime. Any changes are announced through price list in the office of Atma Ayurveda, available on the Website, and / or by e-mail. The current prevailing prices are always on the website and are available for inspection at the office of Atma Ayurveda.

## **4. Service Appointments**

### **4.1 Consults or Treatments**

Reservations are made by verbal or written agreement (including email or text), or by booking via the website.

### **4.2 Consultation or Treatment Packages**

To receive the discount on consultation or treatment packages, the Customer must pay for the package in full at the time of request. This can be performed via bank transfer upon receipt of the invoice or via the website, but must be received prior to 48 hours before the start of treatments.

Packages must be used within 6 months of the start date, unless otherwise specified. For example, shirodhara packages must be completed within 2 months of the start date.

**4.3 Cleanse/Detox Packages (Panchakarma)** 50% of the payment is required at the time of agreeing the start date of the series (verbally or in writing). This can be performed immediately via the website or within 14 days of the agreement via bank transfer.

### **4.4 Jyotish consultations**

Reservations are made by verbal or written agreement (including email or text), or by booking via the website.

The Customer assumes responsibility for accurately providing an exact birth time.

Atma Ayurveda assumes no responsibility for loss or damages, physical or emotional, as a result discussing the Customer's Jyotish chart.

### **4.5 Events**

4.5.1 A Customer can participate in an Event with Atma Ayurveda (workshop, webinar, retreat, lesson) after registering paying for it in advance. Reservations are made by verbal or written agreement (including email or text), or by booking via the website or online link indicated on the Atma Ayurveda website: [www.atma-ayurveda.com](http://www.atma-ayurveda.com). A place in the workshop or retreat Atma Ayurveda is guaranteed after payment has been received.

4.5.2 Some Events offer an "Early bird" rate. This reduced rate is valid until the date specified on the Website. After this date the normal rate is applied, without exception.

Please note regarding cancellation of appointments that these costs will probably not be covered by your health insurance, since you were not physically present to attend the appointment. In such a case and all other matters related to the Customer's insurance coverage, the Customer assumes full responsibility.

## **5. Change/Cancellation Terms & Fees**

### **5.1 General terms of Changes/Cancellations**

5.1.1 Changes or cancellations must be made in writing (email or text). Voicemail and other verbal cancellations will not be considered valid.

5.1.2 Change/Cancellation Deadlines are based on calendar days, or hours if specified.

5.1.3 Please note regarding cancellation of appointments that these costs will probably not be covered by your health insurance, since you were not physically present to attend the appointment and therefore are not entitled to receive a date of attendance on your invoice. In such a case and all other matters related to the Customer's insurance coverage, the Customer assumes full responsibility.

### **5.2 Change/Cancellation of single Consultation or Treatment**

Services changed or cancelled within 24 hours of the scheduled start time will be charged for the full services scheduled; Appointments changed or cancelled within 48 hours of the scheduled start time will be charged €40 per treatment. If the appointment was paid for in advance, any remaining amount after these rules are applied may be used to pay for new appointment within 30 calendar days of the original or will be returned to the Customer within 30 working days.

### **5.3 Change/Cancellation of Consultation or Treatment Package**

5.3.1 In the case of cancellation or change of Consultation Packages or Treatment Packages, Changes must be rescheduled to take place within 60 days of the original start date.

5.3.2 In the event that a Customer doesn't finish the series of treatments within the amount of time designated for a particular package (see 4.2 and website), no refund will be made and no dates provided for the purpose of insurance declaration or any other purpose.

5.3.3 The balance due is not transferable to other Service, Events or Products.

### **5.4 Change/Cancellation of Cleanse/Detox Packages (Panchakarma)**

Changes within 7 days of the start date will be charged in full; Less than 14 days will be charged 50% of the total cost.

In the case of cancellation, no dates will be provided to the Customer for insurance purposes. In the event that a Customer doesn't finish the series of treatments, no refund will be made.

### **5.5 Change/Cancellation of Jyotish consultations**

Due to the lengthy advance preparation required for Jyotish consultations, no refund will be rewarded for appointments cancelled within 14 days of the scheduled Jyotish consultation. Changed appointments must be rescheduled within 14 days of the original appointment and are subject to a fee of €20 for the time needed for the provider to restudy the assessment.

### **5.6 Changes or Cancellation of Event participation**

Event participation changed within 5 days of the start date will be charged in full; Less than 10 days will be charged 50% of the total cost.

## **6. Reimbursement of cancelled Services & Events**

6.1 If a Customer has paid in advance for a Service or Event he or she cancels, the Customer will receive the remaining balance her or she is entitled to within 30 days of Atma Ayurveda receiving written notice or receiving a bank account to make the reimbursement to, whichever comes first.

6.2 If a Customer has not paid in advance, the Customer will receive a bill for the balance of the change/cancellation fee plus any administrative costs. Please note that these costs will probably not be covered by your health insurance, since you were not physically present to attend the appointment.

6.3 A full refund for cancelled or changed Services or Event attendance will be honored with a written doctor's note or other written proof of emergency.

## **7. Services & Events cancelled by Atma Ayurveda**

7.1 Atma Ayurveda reserves the right to cancel a scheduled appointment, workshop, or lesson. In this circumstance, a Customer may choose to reschedule the appointment (for Services), put the balance toward another workshop (for Events) or be refunded in full within 30 days.

7.2 The current workshop schedule is always on the Website. Atma Ayurveda reserves the right to change the schedule at any time. Any changes will, where possible, be pre-announced by email and/or mentioned on the Website.

## **8. Products Terms & Conditions**

### **8.1 General**

These conditions apply to physical & virtual products and **exclude Services, Events and digital downloads and other virtual products.**

Physical Products ordered via the website are required to be picked up in person by appointment, unless another arrangement has been made in writing. In this kind of exception, no time frame of shipping is guaranteed. See “Delivery”

8.1.1 These conditions apply to any tender offer and agreement between Atma Ayurveda and the Customer unless otherwise agreed in writing.

8.1.2 Use of the website or other electronic formats to order, or ordering in writing or verbally constitutes acceptance of the Terms & Conditions of Atma Ayurveda.

8.1.3 By submitting an order the Customer accepts the Terms & Conditions of Atma Ayurveda and agrees to pay.

Atma Ayurveda does not accept 8.1.4 Terms and conditions of third parties, unless agreed in writing.

8.1.5 The order is binding at the moment the Customer agrees or requests verbally, or when a request is received by Atma Ayurveda by email or other electronic medium such as the website, or text message received. The Customer will always be informed the price before agreeing to the order in the case of a verbal order.

8.1.6. Sale offers are non-binding.

8.1.7. All prices are in Euros and include VAT, unless otherwise stated, and are always subject to clerical errors.

8.1.8 Prices are subject to change without notice. This does not apply to orders that have been made prior to the moment of change, except in cases of force majeure.

8.1.9 If products are unexpectedly out of stock or unavailable, Atma Ayurveda will inform the Customer by e-mail, text or telephone and the order is modified after consultation between both parties.

8.10.10 If the Customer sees a discrepancy in the invoice, the Customer must inform Atma Ayurveda in writing & provide specific information within 14 days.

### **8.3 Payments**

Virtual products must be paid for through the website at the time of purchase.

Physical products made or distributed by Atma Ayurveda may be made via the website, or, after agreement between parties, bank transfer or cash.

### **8.4 Delivery **contradiction****

#### 8.4.1a General

The primary service of Atma Ayurveda is not operating a web shop, but an Ayurveda clinic. Atma Ayurveda recognizes some products may be difficult for a Customer to source, and efforts to make Ayurvedic products available to Customers that they would

otherwise have difficulty accessing.

8.4.1b Physical Products ordered via the website are required to be picked up in person by appointment, unless another arrangement has been made in writing. In this kind of exception, no time frame of shipping is guaranteed.

#### **8.4.2 If shipping is agreed**

Atma Ayurveda does not guarantee shipping of products ordered online unless establishing a written agreement with the Customer.

8.4.2a In the event that Atma Ayurveda establishes an written agreement to ship an item(s) in lieu of the Customer picking it up on location, Atma Ayurveda will strive for, but not guarantee the following:

8.4.2b The order will be shipped to the customer after Atma Ayurveda receives the full payment of the invoice.

#### **8.4.2c Delivery of a Physical Products order resulting from an office visit**

8.4.2c1 Customers may be recommended products during or following their office visit. If the Customer receives a product at this time, or as a result of his/her appointment, the Customer enters into an agreement to pay Atma Ayurveda for the agreed amount. The customer may pay cash at that time, or receive an invoice payable within 14 days.

8.4.2c2 Products made specifically for the Customer cannot be returned or exchanged.

8.4.2c3 In the event that Atma Ayurveda, after verbal or written agreement with the customer, places an order to a specialist company on behalf of the Customer, the Customer will receive and invoice from & pay directly to the relevant company. Atma Ayurveda has no obligation to the customer to fulfill this order.

#### **8.4.3 Delivery of Physical Products ordered via the website**

8.4.3a Physical Products ordered via the website or in another manner are required to be picked up in person by appointment, unless another arrangement has been made in writing. In this kind of exception, no time frame of shipping is guaranteed.

8.4.3b In the event that products are not in stock, Atma Ayurveda will inform the Customer in writing and the products will be delivered as swiftly as possible, for which a maximum period of 3 months.

8.4.3c Atma Ayurveda assumes no responsibility for loss related to the address supplied by the Customer.

8.4.3d Atma Ayurveda takes great care while packaging the order, and will not be responsible for damages by errors of the delivery service used, a foreign partner of the delivery service used, or other party.

8.4.3e Atma Ayurveda sends mail in a package that meets the standard mail formats determined by the delivery service. In the case of delivery failure due to non-

standard size of the Customer's mailbox, Atma Ayurveda resend again only after the extra shipping costs are paid by the Customer.

#### **8.4.4 Delivery of Virtual Products ordered via the website**

Virtual products ordered via the website will be digitally delivered via email or other electronic method within 14 days of receiving an order complete with the Customer's email. Atma Ayurveda is not responsible for inaccessibility due to loss of account password or other electronic problem.

#### **8.5 Guarantees, exchanges & returns**

8.5.1. Atma Ayurveda checks the order before shipping the order and ensures that it is sent in good condition. Atma Ayurveda is not responsible for damages by the delivery service or another party.

8.5.2 Warranty is subject to the conditions set by the manufacturer of the products. The warranty becomes invalid if the damage is caused by improper use of products.

8.5.3. If the Customer is not satisfied with the order received or part thereof, the Customer must inform Atma Ayurveda within 14 days of receipt of the order by sending an e-mail. The order or part thereof may be exchanged or returned.

8.5.4. Returns may be made within 14 days of purchase. The cost of postage of a returned item is an expense of the Customer. The item must be unused and in original packaging. Upon receipt of the returned items, Atma Ayurveda will reimburse the Customer within 30 days for the cost the Customer paid for the items. If the whole order or part thereof is returned, the full purchase price will be refunded excluding shipping costs of the order.

8.5.5. Exchange of an order is free of charge if this happens due to errors on the part of Atma Ayurveda, including providing a wrong item, wrong size or wrong color.

8.5.6. Atma Ayurveda guarantees a good quality product for shipment and ensures a product shelf life of at least one month from the time of sending. Exceptions are sale items specifically stating that the expiration date is past or approaching.

8.5.7. E-books and other digital content cannot be exchanged or returned because of non-physical state of the products.

8.5.8 In order to ensure hygiene and safety, certain personal care products cannot be returned or exchanged.

8.5.9 Products that have been specifically made for a Customer by Atma Ayurveda are not returnable.

8.5.10 All herbs & supplements manufactured by third parties can be returned only in the original, undamaged and unopened packaging.

8.5.11 Force Majeure

1. Force majeure refers to any extenuating circumstance in which Atma Ayurveda is unable to fulfill obligations to Customer. If this situation lasts longer than 30 days, the Customer may cancel the order without charge.

2. In case of force majeure, Atma Ayurveda will inform the Customer as soon as possible.



## **9. Liability**

**9.1** Atma Ayurveda assumes no liability outside peer standards, or for injury unrelated to the direct treatment received on the property, or by a Customer not following correct verbal or written instructions or giving a product to another person.

**9.2** Atma Ayurveda always works to high standards of its profession, but there are always risks.

9.2.1 Atma Ayurveda recommends that a Customer consult their doctor before using any product sold and accepts no responsibility from injury or expense caused to the Customer by failure to do so prior to use.

Consult a physician before following Ayurvedic advice, herbs, or treatments, especially if you are not sure you are completely healthy or you may be pregnant.

9.2.2 If you have an injury or other abnormal symptoms, or if you are taking any medications, please always let us know at the time of scheduling your appointment. Your health history is confidential.

9.2.3 Atma Ayurveda accepts no liability for injury caused by incorrect or improper use of products supplied or by incorrect compliance with the instructions. Atma Ayurveda accepts no liability for damages resulting from incorrect advice as a result of the Customer's withholding or distorting information.

9.2.4 Atma Ayurveda is not responsible for allergic or hypersensitive reactions to the products. Atma Ayurveda works with natural products that generally cause no side effects or allergic reactions. Individual response, however, can always happen and is not the responsibility or liability of Atma Ayurveda. It is recommended that for each product, the Customer first try a small amount, before spreading larger body surfaces or ingesting full amounts.

Take products only after approval from your primary care doctor and in accordance with the instructions. Do not take if allergic to any of its ingredients. Do not take for a medical condition without your doctor's approval.

9.3 Atma Ayurveda is not liable for damage to items caused by mishandling, normal wear or decay of products, or damage made by a third party.

Atma Ayurveda is not liable for damage to property, or items that are not provided by Atma Ayurveda.

9.4 Atma Ayurveda accepts no liability for damages incurred by following the advice in e-books and other online content or course materials by improper use of this advice or failure to consult the Customer's doctor before following Ayurvedic advice. The Customer always remains responsible for the actions they take, including actions in response to advice given by Atma Ayurveda.

## **10. Respectful Data Collection of Personal Information**

**10.1** Atma Ayurveda respects the privacy of our Customers' personal data, and does not share or sell personal information to a third party. In compliance with the College Bescherming Persoonsgegevens, Atma Ayurveda has registered its use of personal data.

**10.2** Atma Ayurveda collects personal information from the Customer to understand relevant medical information to decide a direction or therapy, to prepare invoices and orders and ship products, and improve the quality of that Customer's service as well as services for other Customers. Your case may be shared anonymously with a group of colleagues for educational purposes.

**10.3** Atma Ayurveda uses the personal information referred to in Article 10 to notify the Customer of activities of Atma Ayurveda and any changes to Services, Events & Products. If the Customer does not appreciate receiving communications from Atma Ayurveda, please notify us in writing via e-mail: [info@atma-ayurveda.com](mailto:info@atma-ayurveda.com).

**10.4** Atma Ayurveda never gives the Customer's personal data to third parties without prior written consent. An exception is verbal or written consent to order a product on behalf of the Customer.

## **11. Governing Law and Dispute Resolution**

**11.1** These Terms and Conditions are governed exclusively by Dutch law.

**11.2** Any disputes in connection with the Terms and Conditions and services at Atma Ayurveda will be settled exclusively by the competent court in Amsterdam or any higher court.