

## Terms and Conditions

### General Terms and Conditions of the Spiritualistisch Centrum Soulconnections foundation.

The SCS Foundation is the organization for all activities and products offered under the name

- Spiritualistic Center Soulconnections Foundation
- [www.Soulconnections.nl/SCS](http://www.Soulconnections.nl/SCS)

Here after referred to as: SCS foundation.

If you make use of (telephone) consultations, purchase products and / or participate in activities organized by the SCS foundation, you automatically agree to the General Terms and Conditions below.

These terms and conditions apply to all forms of consultations, coaching, guidance, courses, workshops, lectures and other activities and products that are offered through the web shop, individual sales and offers on location, at [www.Soulconnections.nl/SCS](http://www.Soulconnections.nl/SCS) and at the SCS associated social media

The General Terms and Conditions are about the actual, day-to-day way of working.

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#### 1 Definitions

In these conditions the following terms have the following meanings:

1. **SCS Foundation:** the natural or legal person who offers products and activities to consumers (member and not member), institutions and companies;
2. **Consumers (member and not member):** natural persons who do not act in the exercise of a profession or business and who enter into an agreement with or purchase a service from the SCS foundation. In this document, consumers are further referred to as you / yourself / your;
3. **Enterprises:** organizational relationships, aimed at sustainable participation in economic transactions with the help of labor and capital and with the aim of making a profit in the exercise of a profession or business and that enter into an agreement with and / or purchase services from the foundation. SCS. In this document, companies are further referred to as you / yourself / your;

**4. Institutions:** formally structured organizations that are aimed at performing activities not for profit or at the promotion of certain things or projects and that enter into an agreement with and / or purchase services from the SCS foundation. In this document, institutions are further referred to as you / yourself / your;

**5. Agreement:** an agreement within the framework of a system organized by the SCS foundation for the supply and / or sale of products, activities and / or services;

**6. Agreement at distance:** an agreement whereby, within the framework of a system organized by the SCS foundation for distance sales of products, activities and / or services, up to and including the conclusion of the agreement, only one or more techniques are used for remote communication;

**7. Technology for distance communication:** means that can be used to conclude an agreement, without you and the SCS foundation being together in the same room at the same time;

**8. Reflection period:** the period within which your right of withdrawal can be exercised;

**9. Right of withdrawal:** the option to cancel an agreement within the set reflection period;

**10. Day:** calendar day;

**11. Duration of transaction:** a distance contract with regard to a series of products and / or activities, the delivery and / or purchase obligation of which is spread over time;

**12. Durable data carrier:** any means that enables you or the SCS foundation to store information that is personally targeted in a way that makes future consultation and unaltered reproduction of the stored information possible.

## **2 Identity**

Name: SCS Foundation

Working names: SCS Foundation

Statutory name: Foundation Spiritualistic Center Soulconnections

Address: Gronausestraat 710- 203A, 7534 AM Enschede

Telephone number: 06 33 95 75 95

E-mail address: [scs@soulconnections.nl](mailto:scs@soulconnections.nl)

Chamber of Commerce number: 82364605

### **- The SCS Foundation is a Non-Profit Foundation for the Promotion of Spiritualism in the Netherlands**

#### **The SCS Foundation aims to:**

1. To adopt, accept and promote the religion Spiritualism and the seven basic principles as guiding philosophy;
2. Promote the Spiritualist National Union;
3. To have knowledge of the religion and the religious philosophy of Spiritualism and other charitable activities that will determine governance from time to time, and everything that is connected with the above or can be conducive to it.

#### **- The foundation tries to achieve its goal by:**

1. Hold activities to promote, implement and introduce the Spiritualism religion in the Netherlands with the Seven Principles as our guiding philosophy;
2. Providing and establishing development opportunities, healing circles, educational lessons and providing a place for philosophical discussions;
3. Conducting lectures on Spiritualism and religious or philosophical topics;
4. To assist in religious equality and in promoting spiritual growth and moral reform and in doing all those things that may help in disseminating information about Spiritualism abroad;
5. To provide opportunities for people to conduct their own research in mediumship, healing mediumship and the religion of Spiritualism;
6. Provide a digital library of lectures on Spiritualism itself;
7. By offering a Spiritual connection service every month to anyone who wants to connect.

- The SCS Foundation has the following Board members: Danielle Nijhuis (President / chairman), Diana Kampshoff (vice President / replace chairman), Kimberley van Egmond (secretary), Iwan Nijhuis (treasurer) The board members do not get paid for their work.

### **3 Applicability**

1. These general terms and conditions apply to all offers and compensation statements from the SCS foundation, the purchase of products and activities by you and to any agreement concluded between you as a consumer, company or institution and the SCS foundation.
2. If the contract is concluded electronically remotely, in deviation from the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to you electronically in such a way that they can be read by you on can be easily stored on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be inspected electronically and that they will be sent to you free of charge at your request electronically or otherwise.
3. In the event that specific product or activity conditions apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis and, in the event of conflicting general terms and conditions, you can always rely on the applicable provision that is most relevant to you is favorable.

### **4 Privacy**

1. The SCS foundation takes the management of personal data extremely seriously in order to protect your privacy and has drawn up a privacy statement for this.

### **5 Non-commitment**

1. Ordering and purchasing products and participating in activities (in particular consultations, courses, lectures and workshops) is without obligation and is in no way linked to an obligation, contract or subscription.

### **6 Intellectual Property**

1. All copyrights of the SCS foundation, [www.soulconnections.nl/SCS](http://www.soulconnections.nl/SCS) belong to the SCS foundation on the basis of the Copyright Act and other intellectual laws and regulations.

### **7 Responsibility**

1. the SCS foundation does everything possible to deliver the highest possible quality for all activities and products offered. When you make use of this, it is good to realize that there is always a limit with regard to where the responsibility of the SCS foundation reaches and where your own starts.
2. Especially in the field of (telephone) consultations, courses, workshops and lectures (interpretation and explanation of given information and advice) and expectations, your own responsibility plays an important role. You are responsible for your own life and the decisions you make in it at all times. The choice to follow or ignore advice is always yours.
3. Prior to each consultation, your own responsibility and the specific conditions with regard to the consultation are communicated via an intake form. This form must be signed before the consultation, so that you give specific permission for this.

### **8 Offer**

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.
2. The offer contains a complete and accurate description of the products and activities being offered. The description is sufficiently detailed to enable you to make a proper assessment of the offer. If the SCS foundation uses images, these are a true representation of the products and activities offered. Obvious mistakes or errors in the offer do not bind the SCS foundation.
3. Each offer contains such information that it is clear to you what rights and obligations are attached to accepting the offer. This concerns in particular:
  - Fees;
  - The possible costs of delivery; The way in which the agreement will be concluded and which actions are required for this to be;
  - The method of payment, delivery or performance of the agreement;

## **9 Agreement**

1. An agreement is concluded, subject to the provisions of paragraph 4, the moment you accept the offer and meet the corresponding conditions.
2. If you accept an offer electronically, the SCS foundation will immediately confirm receipt of your acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed, you can cancel the agreement.
3. If the agreement is concluded electronically, the SCS foundation will take appropriate technical and organizational measures to secure the electronic transfer of data and the SCS foundation will ensure a secure web environment. If you pay electronically, the SCS foundation will observe appropriate security measures.
4. The SCS foundation can - within legal frameworks - inquire whether you can meet the payment obligations, as well as all facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the SCS foundation has good reasons not to enter into the agreement, it is entitled to refuse an order or request, with reasons, or to attach special conditions to the implementation.
5. With a product and / or activity to be purchased, the SCS foundation will send the following information, in writing, or in such a way that it can be stored by you in an accessible manner on a durable data carrier, if this is not on the the website concerned can be read:

- The visiting address of the location of the SCS foundation where you can go with complaints;
  - The conditions under which and the way in which you can use the right of withdrawal make, or a clear statement regarding the exclusion of the right of withdrawal;
  - Information about existing after-sales service and guarantees;
  - The information included in article 4 paragraph 3 of these conditions, unless the SCS foundation uses this information has already been provided to you before the execution of the agreement;
6. If the SCS foundation has undertaken to deliver a series of products and activities, the provision in the previous paragraph only applies to the first delivery.

## **10a Right of withdrawal upon delivery of products**

1. When purchasing products via the web shop, you have the option to dissolve the agreement without giving reasons during seven working days. This period starts on the day after the product is delivered at your door.
2. During this period you must handle the product and packaging with care. You will only unpack or use the product to the extent necessary to assess whether you wish to keep the product. If you wish to make use of your right of withdrawal, you must return the product, with all accessories and - if reasonably possible -, in its original condition and packaging to the SCS foundation, in accordance with the reasonable and clear information provided by the SCS foundation instructions.

## **10b Right of withdrawal upon delivery of activities**

1. When activities are delivered, you have the option to dissolve the agreement without giving reasons during seven working days, starting on the day of entering into the agreement. Dissolution can take place until the moment of actual delivery of activities and not afterwards.
2. To exercise your right of withdrawal, you must follow the reasonable and clear instructions provided by the SCS foundation with the offer and / or at the latest upon delivery.

## **11 Costs in case of withdrawal**

1. If you want to make use of your right of withdrawal, you will have to bear no more than the costs of any return shipment.
2. If you have paid an amount for the purchase of a product, the SCS foundation will refund this amount as soon as possible, but no later than 30 days after the return or cancellation.
3. In case of registration and payment for an activity, the right of withdrawal can be used free of charge up to 1 month before the start of it. If the activity is canceled up to 2 weeks before the start, 25% of the requested fee will be charged. If canceled within 1 week before the start, 50% of the requested fee will be charged.

In the above cases, the costs will be charged in connection with the costs for the organization of the activity and the obligations entered into by the SCS foundation, whereby your participation was counted on.

## **12 Exclusion of right of withdrawal**

1. If you do not have a right of withdrawal, this can only be excluded by the SCS foundation if the SCS foundation has clearly stated this in the offer, at least in time for the conclusion of the agreement.

2. Exclusion of the right of withdrawal is only possible for products:

- Which have been created by the SCS foundation in accordance with your specifications;
- Which are clearly personal in nature;
- Which cannot be returned due to their nature;
- That can spoil or age quickly;
- The price of which depends on fluctuations in the financial market on which the SCS foundation has no influence;
- For individual newspapers and magazines;
- For audio and video recording

3. Exclusion of the right of withdrawal is only possible for activities:

- Concerning accommodation, transport, restaurant business or leisure activities to be performed on a specific date or during a specific period;
- The delivery of which started with your explicit consent before the reflection period has expired;

## **13 Fees and Rates**

1. All fees mentioned in the offer are fixed and non-negotiable. The SCS foundation strives at all times to apply fair fees for its products and activities.

2. The rates charged for activities and products to be provided can be read on the relevant website. This is especially true for fees and rates for courses, consultations, workshops, lectures and other activities. In addition, these can also be made known by mailing.

- An exception to this are the rates for coaching and guidance programs. Customization is required in every situation. On request, a quotation will be made for this in advance.

3. The rate for a telephone consultation is stated on our website. Naturally, this includes the telephone costs that your own telephone provider charges you.

4. During the period of validity stated in the offer, the fees for the products and / or activities being offered will not be increased.

5. Contrary to the previous paragraph, the SCS foundation may offer products or activities whose fees are subject to fluctuations in the financial market and over which the SCS foundation has no influence, with variable fees. This bondage to fluctuations is stated in the offer.

6. compensation increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.

7. Compensation increases from 3 months after the conclusion of the agreement are only permitted if the SCS foundation has stipulated this and;

- These are the result of statutory regulations or provisions;
- Whether you have the authority to cancel the agreement on the day on which the fee increase takes effect.

## **14 Conformity and Warranty**

1. The SCS foundation guarantees that the products and activities offered comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the legal requirements existing on the date of the conclusion of the agreement. provisions and / or government regulations.

2. A scheme offered by the SCS foundation, manufacturer or importer as a guarantee, does not affect the rights and claims that you can assert against the SCS foundation in respect of a shortcoming in the fulfillment of the obligations of the SCS foundation towards the SCS foundation. of the law and / or the distance contract.

3. During a (telephone) consultation, course or other activity, requested and unsolicited information and advice can be given in response to your question (s), a situation or course material. Information and advice can only be given for that particular moment. Predictions about the future are not made.

4. The SCS foundation explicitly does not guarantee the alleged consequences of information and advice provided, since you always decide for yourself whether you are going to act accordingly or not.

## **15 Delivery and execution**

1. The SCS foundation takes the greatest possible care when receiving and implementing orders for products, when assessing applications for granting and organizing activities.
2. The place of delivery for products is the address that you have made known to the SCS foundation. The place of delivery of activities usually takes place at the SCS foundation or at a place that has been mutually agreed, with the exception of telephone consultations and online activities.
3. With due observance of what is stated in article 4 of these general terms and conditions, the SCS foundation will execute accepted orders with due speed, but no later than 30 days, unless a longer delivery period has been agreed. If the delivery is delayed, or if an order cannot or can only be partially executed, you will receive a notification no later than one month after you have placed the order. In that case you have the right to terminate the agreement without costs.
4. In case of dissolution in accordance with the previous paragraph, the SCS foundation will refund the amount you have paid as soon as possible, but no later than 30 days after dissolution.
5. If delivery of an ordered product proves impossible, the SCS foundation will endeavor to provide a replacement article. At the latest upon delivery, it will be stated in a clear and comprehensible manner that a replacement item is being delivered. For replacement items right of withdrawal can not be excluded. In that case, the costs of return shipment are for the account of the SCS foundation.
6. The risk of damage and / or loss of products rests with the SCS foundation until the moment of delivery at the specified delivery address, unless explicitly agreed otherwise.
7. The SCS foundation reserves the right to deny persons access to the activities of the SCS foundation without giving a reason and / or indefinitely. This will only happen when we receive complaints related to, for example, improper conduct, insult, intimidation of any kind, stalking or other improper treatment.

## **16 Payment**

1. Payment for the purchase of products and activities via the websites, will in all cases be made by bank transfer or PayPal payment, immediately prior to the final transaction.
2. Payment for consultations and activities can also be paid on the spot in cash. Payment in advance via the bank is possible if it has been credited to our bank account prior to the activity.
3. You have the duty to report inaccuracies in provided or stated payment details immediately to the SCS foundation.

## **17 Liability**

1. The SCS foundation does not accept any liability for third parties. If you have a complaint, we will do everything we can to find a mutually satisfactory solution. See also the articles Conformity and Warranty (14), Disputes (18) and Compensation (19).

## **18 Dispute settlement**

1. If you have a complaint about the purchase of a product and / or an activity, the working method of one of our volunteers or the SCS foundation itself, we would like you to make this known as soon as possible so that we can work together a satisfactory can find a solution for this. We request that you make the complaint known as soon as possible, but no later than 14 days after receipt of the relevant product, delivery of the relevant activity or the alleged occurrence. In such cases, complaints can be submitted by sending an email to [scs@soulconnections.nl](mailto:scs@soulconnections.nl), stating a full and clear description of the complaint, your name, your address and the telephone number where you can be reached.
2. Complaints submitted will be answered within 14 working days from the date of receipt. If a complaint requires a foreseeable longer processing time, the SCS foundation will reply within 14 working days with a confirmation of receipt and an indication when you can expect a more detailed answer.
3. The answer from the SCS foundation will be sent to the address provided by the person submitting the complaint.
4. In the absence of a satisfactory solution for both parties, the SCS foundation will refer you to the disputes committee of Solo partners to which the SCS foundation is affiliated. <https://leden.solopartners.nl/me/certificate>

## **19 Damages**

1. The SCS foundation is not responsible for the interpretation of and action on the information and / or advice provided and therefore does not pay compensation for alleged damage as a result.
2. The SCS foundation accepts no liability for alleged consequences of activities and / or consultations, as these are not a substitute for regular medical care. Consultants are not liable for any negative consequences that may be experienced, however unimaginable, that may arise from activities.
3. No money for (call) costs and other paid fees will be reimbursed for (telephone) services and activities, as in that case this is a delivered activity and not a sale.

## **20a Force majeure in the event of a failure of the website or Zoomprovider**

1. For the management and maintenance of the websites [www.soulconnections.nl/scs](http://www.soulconnections.nl/scs), the SCS foundation uses the services of a third party (web provider). This means that the SCS foundation is dependent on the proper functioning of the website.
2. In the event of a malfunction, the web provider will make every effort to resolve this as soon as possible.
3. Disruptions are rare and do not fall under the responsibility of the SCS foundation. 4. The SCS foundation cannot be held liable for any damage whatsoever arising from such a malfunction.

## **20b Force majeure in the event of a telephone consultation failure**

1. The SCS foundation uses the services of a third party (telecom provider) to establish telephone calls. This means that the SCS foundation depends on the purchase of these services, the connection and the quality thereof. In the event of a malfunction, the provider will make every effort to resolve this as soon as possible.
2. Disruptions are rare and do not fall under the responsibility of the SCS foundation.
3. The SCS foundation cannot be held liable for any damage whatsoever arising from such a malfunction.
4. Within the reasonableness of what may be expected, the SCS foundation will do everything possible to remedy a malfunction as soon as possible.

## **20c force majeure in the event of a fault on location**

1. For the management, maintenance and security of the Dolphia Monastery location, the SCS foundation uses the services they offer. This means that the SCS foundation is dependent on the aforementioned services for the correct operation.
2. In the event of a malfunction, Dolphia Monastery will make every effort to remedy this as soon as possible.
3. Disruptions are rare and do not fall under the responsibility of the SCS foundation. 4. The SCS foundation cannot be held liable for any damage whatsoever arising from such a malfunction.

## **21 Governing Law**

1. All activities and products offered by the SCS foundation and the resulting agreements between the customer and the SCS foundation, as well as these general terms and conditions, are governed by Dutch law. All disputes between parties will be submitted exclusively to the competent court.