

# **Terms and Conditions**

Below we publish the terms and conditions of the training (programs, courses, classes, workshops and retreats) of ITM Thai Hand Amsterdam. ITM Thai Hand Amsterdam is registered at CRKBO – Central Register for Short Professional Education. These terms and conditions are in line with the terms of the CRKBO.

#### 1. The agreement

The learning agreement is concluded between the consumer who takes the program, course, workshop, class or retreat (hereinafter "you") and ITM Thai Hand Amsterdam, which provides training (hereinafter "Thai Hand"). The study contract is formed by your acceptance of the offer by Thai Hand (registration) and their confirmation by Thai Hand. The Learning Agreement contains the courses to which you subscribe, including teaching materials and the training days associated with the training and examinations for programs, courses and retreats. (For workshops and classes no examinations are conducted). The study agreement applies to the total duration of the training. Thai Hand assumes that you will actively take part in the training. Thai Hand ensures proper planning and scheduling of training days for teachers and exams. You may expect from Thai Hand that training at a high level will be offered by qualified instructors, high-quality teaching materials and adequate facilities. At the end of each course, the student can take a practical exam. Upon successful graduation of the course, the student will receive a certificate. Thai Hand will endeavor to enable you to complete the program successfully.

# 2. Registration and reflection

By registering for Thai Hand's program, course, workshop, class or retreat a study agreement for the duration of the training is agreed specified in the training and information and you agree with the conditions stated here. If program-specific conditions apply, these are listed in the course information. The training information, such as how to start, tuition fees, exam fees and curriculum can be found on the website. The services and support arising from the study contract are personal and not transferable. The agreement comes into effect as soon as Thai Hand has received your application and Thai Hand has sent you a receipt. If the subscription has taken place over the internet, you will receive an automatic confirmation with log-in codes to our Thai Hand Academy (if you follow a course or program) where you can find the contract; if the subscription has taken place otherwise, we will send you the confirmation by e-mail. When you register you will also receive the 'terms and conditions' as a pdf file for your own administration. There is a reflection period of fourteen days from the moment that we have confirmed the registration to you (right of withdrawal). If you like to use the right of withdrawal within this period you can send us per post or e-mail an unequivocal statement that you want to terminate the agreement. However, would you be doing this from two weeks to one week before the start of the

International Training Massage School Thai Hand Amsterdam

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program, course, workshop, class or retreat then we will have to charge 50% of the fees charged in connection with the costs already incurred by us. In the case you like to cancel after 1 week before the event, we cannot refund any money (cancellation). The right of withdrawal is also valid if you book an activity with a starting date within the 2 weeks of withdrawal, but expires (is no longer valid) if you participated in the first lesson. You may delay your course one year without any administrative costs. Upon postponement longer than one year, administrative costs will be charged, this is 20% of the course fee.

# 3. Entry

To be admitted to the programs, workshops, courses, classes and retreats, you need to be at least 18 years of age or older and understand the Dutch, English or Spanish language. Our courses, classes, workshops and retreats are taught in English, Dutch or Spanish on request. The teaching materials are in English. If prerequisites are required, it is written on our website per program, course, class, retreat or workshop.

#### 4. Payment and late payment

The current fees can be found on Thai Hand's website. Payment is via IDEAL, PayPal or Credit card at once, unless other agreements are made. Thai Hand warrant that your tuition is not changed during your studies. The course fee is exclusive examination fees for courses. The exams are optional. The first exam is 90 euro, in the case of a re-examination we charge a 90 euro fee (unless otherwise stated). For workshops there is no exam. You are in payment default at the time the due date has passed. Thai Hand sends after the expiration of that date a payment reminder and gives you the opportunity to pay within ten working days of receiving this reminder. If you still have not paid after expiration date of the payment reminder, Thai Hand is entitled to charge interest and reasonable costs of (extrajudicial) collection. The interest may be charged from the expiration date of the payment and is equal to the statutory rate. During the handling of a complaint or dispute, Thai Hand suspend the charging of interest and recovery costs. If you do not meet the payment obligations agreed with you, Thai Hand can temporarily interrupt the course until the arrears in payment has been run. If Thai Hand launches a collection procedure, the claim is extended to the entire amount of any outstanding tuition for the current academic year, supplemented by debt collection and other costs, and your study temporarily interrupted. When transferred to a collection agency the given discounts will be cancelled. You shall at all times be responsible for fulfilling your obligation to pay tuition and other costs, even if you have indicated that your employer paying will be paying your tuition. Thai Hand is not responsible for the topicality of the study materials if your study has stood by a claim for some time. Then purchasing updated study will be at your expense.

#### 5. Study and service duration

The study contract terminates automatically after the expiration of the study as stated in your registration; keep

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the mutual rights and obligations cease to exist at the time the study contract ends. Thai Hand offers the possibility to repeat certain courses for special discount repeating fees (which Thai Hand is entitled to change when needed). This is indicated by course. To repeat the course or workshop, you will need to register yourself again with the remark that you will repeat. If a course or workshop will be cancelled, you can register for a different date if possible. Thai Hand reserves the right to make changes in the curriculum or cancel programs, courses, classes, retreats or workshops where too few participants have registered (less than four). At our programs, courses, workshops, treatments and classes the door opens 15 minutes before start time for registration and to change if needed. The door closes at the start time, so that everyone can enjoy the lessons without interruptions.

#### 6. Mid-term termination

At Thai Hand you register for the full program of training. Mid-term cancelation of the training is possible at any time. Mid-term cancellation must be announced in writing by registered post. If you have registered online, it also allowed to cancel the agreement by e-mail. Upon early termination remaining fees for the current year are still owed and paid fees are non-refundable, regardless of whether or not you participated in classes and exams. If you cancel the training, you are no longer entitled to tutoring and participate in classes and exams from the date of cancellation. The mid-term termination is only official if you received a confirmation from Thai Hand. If you wish to terminate the agreement with effect from the next academic year, you must let us know no later than two months before the end of the current academic year (twelve months) indicate. This offers Thai Hand the possibility to adapt its planning accordingly. If the notice is sent to Thai Hand less than two months before the start of the next academic year, then that is considered a current academic year. In determining the date of dispatch, the postmark date will be regarded as a ship date. If you cancel by e-mail, it shall be the date of the email. Prepaid tuition for the year following the current academic year will be refunded less any rebates. In case the student dies, the agreement will be immediately be cancelled and the remaining payment will be expired

## 7. Teaching materials

The course materials including additional material sent online from the program for which the fee is paid, you may retain, but not use other than for personal study. Selling or donating teaching materials to third parties is not allowed. The copyright and intellectual property rights of the study (as well as all videos) are held by Thai Hand (where applicable).

# 8. Exam Information

For our courses you can request your exam by e-mail when you think you are ready. Then we plan a concerted date. The first exam is 90 euro (unless otherwise stated). For a repeat test you pay 90 euros (unless otherwise

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stated). The exams are practical exams. Under the supervision of the teacher you give your learned massage to an independent model that we arrange. The model and the teacher give both independently of each other feedback on the basis of an exam form. You are responsible for registering for the exam. If you do not participate in your exam training at Thai Hand, it does not result in a refund of whether or not pre-charged examination fees. If you do not meet your payment obligations, Thai hand can deny you the right to take the exam.

## 9. Customer service

Thai Hand does, of course, everything to offer the best possible education. Should you have a comment or complaint about the service provided, you can leave your comment or complaint by phone or e-mail submission to us. Thai hand will make every effort to resolve the complaint as soon as possible and of course satisfactorily. The responsibility for the timely and accurate disclosure of your personal information at all times remains with you. Thai Hand has no responsibility for consequences arising from modifying untimely statement. For the treatment of questions of an administrative nature or the content of the training we can be reached by phone and e-mail. These questions are by Thai Hand answered within ten working days from the date of receipt. Questions that require a longer processing time, Thai Hand will immediately answer with a message of receipt and an indication when to expect an answer. Complaints will be handled in accordance with the complaints procedure published on Thai Hand's website.

# 10. Governing Law and Liability

The study contract is governed by Dutch law. Insofar Thai Hand is imputably and you suffer harm as a result, Thai Hand's liability is limited to compensation for direct damage. Massage is not a substitute for medical examination or treatment. You are responsible for seeking the advice of a physician or other qualified health care taker for mental and / or physical ailments. Before starting the massage treatment, course, program, workshop, class or retreat you should let us know your medical situation on our registration. You are responsible to pass on changes in your medical situation in time to us, so we can keep track of your medical records. You understand that there will be no liability on the part of Thai Hand of individual massage therapist if you have not given us your updated medical situation on time. Thai Hand is not responsible for personal injury or property damage resulting from one of its services. Parties are liable to the extent of the law or the contract arises on the understanding that the financial liability of Thai Hand is limited to the amount of the relevant insurance benefit.

## 11. Personal Data Protection Act

In the context of the Data Protection Act, the information you provide, such as name and address, is included in our records. Thai Hand will only use your information to keep you informed about the training of Thai Hand or related information. If you have an objection to this use of your data, you can do it in writing or via e-mail to let

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Thai Hand know. In addition, the medical information you provide before the program, workshop, course, treatment, class or retreat is included in our records. These records will be treated confidentially. Thai Hand does not sell personal information to third parties.

## 12. Suspension

Thai Hand reserves the right to refuse, suspend and/or remove students in special circumstances. This applies to students who commit fraudulent acts or acting outside the social norm and become aggressive or violent behavior fitting in communication, by phone or digital or persona.

#### 13. Change of conditions

Unless otherwise agreed in writing, the terms and conditions may be changed by Thai Hand. Thai Hand will publish changes at least two weeks before the effective date on Thai Hand's website.

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