



AYURVEDA ACADEMY THE NETHERLANDS

TERMS AND CONDITIONS

Short Programmes and Courses

February 2024

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Article 1 | General

The Terms and Conditions apply to Students who participate in the 1-year educational programme and all short courses and workshops offered by Ayurveda Academy The Netherlands (AAN) with Chamber of Commerce number 90877535.

The information provided below regulates the legal obligations between the Students and Ayurveda Academy The Netherlands.

Article 2 | Participation

Article 2.1 | Entry Requirements

1. The minimum age to be admitted at the AAN is 18 years. Exceptions are possible after approval by the Academy Directors.
2. The Academy offers programs and courses in English or Dutch language. Excellent written and spoken command of the respective language is required.
3. In the case of specific entry requirements, pertaining to a given program, these will be clearly communicated via AAN's website.
4. Students must submit all relevant application documents and fees in order to be admitted into a given program.

Article 2.2 | Registration

1. Fully completing the registration process is a prerequisite for participation in any programme or course offered by AAN.
2. When registering, the Students are expected to:
 - a. Fill in any registration forms and provide all related information
 - b. Pay the Participation Fee (Article 2.3)
 - c. Agree to Ayurveda Academy The Netherlands' Terms and Conditions
3. Applications are handled in order of receipt. If there is a waiting list, the Student will be notified via email and contacted if a place becomes available.
4. Any study program can be demanding on a physical, mental and emotional level. Upon registration, the Student confirms they are in balanced health. The Student must have a positive impact on the study environment. In exceptional circumstances, the Student may be requested to leave a program, if their participation negatively affects their health or the class environment.
5. The Academy reserves the right to deny admission to any applicant.

Article 2.3 | Payments & Cancellation

1. Upon registration, the Student must pay the Participation Fee in full. In the case of Early Bird Fees or possible payment in installments, this will be clearly communicated on AAN's website. Participation in any program or course is only possible after payment.

2. During the 14-day thinking period a Student can cancel their registration and receive a reimbursement within 15 working days. After this, payments become non-refundable.
3. Ayurveda Academy The Netherlands reserves the right to postpone or not start a respective program if there are insufficient participants. Paid Participation Fees will be refunded within 15 working days after official communication on the cancellation.
4. If a Student cancels their participation in a given program after it has started, no Fees will be refunded (and any remaining installments must be paid, where applicable).
5. Cancellation of participation can only take place after sending an email to: academy@ayurvedanetherlands.com.
6. The Tuition Fee is exempt from Dutch VAT on the basis of the CRKBO exemption granted to Ayurveda Academy The Netherlands.
7. In case of unforeseen circumstances in which the government imposes regulations or limitations, AAN reserves the right to postpone, cancel or continue a program online. The Academy is not to be held liable for the changes or responsible for refunds of any fees.

Article 3 | Education Regulations

Article 3.1 | Attendance

1. Students are expected to attend all classes but in the case of unforeseen circumstances where that is not possible, they need to inform the respective program's contact person. Students are responsible for catching up with the missed material.
2. Unless otherwise communicated, and with the exception of online programs, classes will not be streamed or recorded. In the odd event of streaming or recording, these services will be provided by the Academy's accounts via Zoom.
3. Streaming and recording will not be available for practical programs and courses.
4. In the odd event of online attendance, a Student is not to ask questions outside of the Q&A moments, or otherwise disturb the class.

Article 3.2 | Teaching Materials

1. Students will be informed in advance in the case of additional reading materials or books that need to be purchased at an extra cost. All other materials are included in the Participation Fee and provided by The Academy.
2. Where applicable, Students will receive a login for the Learning Management System (LMS), which is the main online learning platform of the Academy.
3. Ayurveda Academy The Netherlands reserves the right to adjust the curriculum, class schedule and class location of a given program, if circumstances so require.

Article 3.3 | Certificate of Completion

1. All Students who successfully complete a program or course by Ayurveda Academy The Netherlands, qualify for a Certificate of Completion. Depending on the program, this will either be issued digitally or in print.
2. To qualify for the Certificate of Completion, a Student must fulfill all specific requirements, pertaining to the given program.

3. In the case a program includes a final examination, this can be administered either on location or online and students are expected to participate. If a Student has a valid reason not to be present at a final examination, one resit possibility is included in the Participation Fee. Any subsequent resits will be charged additionally.
4. Students who fail to meet the program requirements, will receive their Certificate only after the successful completion of these.

Article 4 | Privacy Regulation

Ayurveda Academy The Netherlands is bound by the GDPR (General Data Protection Regulation). Personal data of Students and those involved will therefore be treated with strict confidence and will only be used for administrative purposes. Basic administration includes:

1. Name
2. Address details
3. Place of residence
4. Phone number
5. Email
6. Date of birth
7. Relevant education
8. Any health complaints / medicines that should be taken into account

Ayurveda Academy The Netherlands is committed to maintaining the confidentiality and security of personal data that it collects for legitimate business purposes, in accordance with its privacy policy, outlined here. Data from the basic administration will not be provided to third parties, unless the Student has given written permission to do so.

Article 5 | Final Provisions

Article 5.1 | Ownership and Copyright

1. The copyright of all material created by Ayurveda Academy The Netherlands lies with the Academy and the respective Teachers. The material printed for Students is their property and explicitly for personal use. The Content may not be duplicated and/or distributed.
2. It is forbidden to make audio and video recordings during lessons and use the online study material for any other purposes.

Article 5.2 | Liability

1. All study locations, equipment and materials must be treated with respect. In the event of any damage, the costs will be charged to the person who caused it.
2. Attending one's belongings during class is the Student's personal responsibility and liability. AAN is not liable for damage to Students' personal belongings.
1. If a Student unexpectedly causes damage to a fellow Student, the Student in question will be held liable. The Student is considered to have personal liability insurance.

2. Ayurveda Academy The Netherlands is not liable for personal injury sustained on location or during the lessons.
3. The Student must always follow the instructions of the Teacher when it comes to guaranteeing safety.
4. The Student is personally responsible for consulting a doctor if there are any health problems or pregnancy before attending classes. If it is not entirely clear to the Student whether participation is possible for specific lessons, such as massage, the Student should discuss in advance with the Teacher.
5. If the Student starts giving consultations and treatments during the training, s/he must take out liability insurance with Balens.
6. In case of classes taking place outside of the usual teaching locations of the AAN in The Netherlands, the Academy's liability through Balens Insurance, is covering only and strictly situations in the educational classroom and teaching settings; as well as educational situations with clients. In all other instances outside of the educational environment, the Student is end-liable and responsible for their own insurance.

Article 5.3 | Complaints Procedure

Ayurveda Academy The Netherlands and its employees will do everything possible to serve in the best interests of the Students. However, if a situation occurs that does not meet the Students' expectations and there is a complaint, please follow the following procedure:

1. Contact the person in question and attempt to resolve the issue directly.
2. If that does not work, send an email to the Academy. Make sure to include a clear description of the issue, all relevant information, and written correspondence, if any.
3. Within 15 working days the Student shall receive a written reaction on their complaint. If the complaint is too complex, it may take longer, in which case the Student will be informed.
4. Possibility for appeal: The Academy will do everything possible to solve all complaints. However, if the Student does not agree with the answer, they have the possibility to submit their complaint to a third independent party: the FONG. The ruling of the FONG is binding.
5. All complaints are confidential. The complaint will be kept in file for two years.

This document is valid from: February 2024.

In case this document or the law do not provide, the Directors of Ayurveda Academy The Netherlands will decide.

It is at the Academy's absolute discretion to take measures when this document is not respected. Please respect and comply with the terms and conditions set out here.

Ayurveda Academy The Netherlands reserves the right to unilaterally change these general terms and conditions. The amended conditions will be sent to the Student. If the Student is a natural person, not acting in the exercise of a profession or business, and the new conditions bring about a substantial change, the Student is entitled to terminate the agreement prematurely.