



# Terms and Conditions

Terms and conditions for the provision of services by Femke Klomp.

## 1 – Introduction and contact

Welcome to femkeklomp.com! These Terms and Conditions govern your use of our services, whether through online sessions, in-person sessions, group programs, or digital content. By engaging in our services, you agree to comply with and be bound by these terms.

For readability, I have chosen to use the first-person form in this document. Where “I” or “my” is used, it refers to the company Femke Klomp. I am the service provider. Where I write ‘you’ or ‘your’, it refers to the client buying my services.

Femke Klomp  
Wardstraat 30  
6681 CJ Bommel  
Chamber of Commerce number: 68365993  
Contact via [connect@femkeklomp.com](mailto:connect@femkeklomp.com)

## 2 - Applicability of the terms

- These terms and conditions apply to all offers and agreements where I offer or provide services. Deviations from these terms are only valid if explicitly agreed upon in writing.
- These terms and conditions also apply to additional or follow-up assignments from the client.
- Any purchase or other general terms and conditions of the client do not apply unless I have expressly accepted them in writing.

## 3 - Services provided

I offer coaching, healing, and personal development programs designed for changemakers and cycle breakers. Services may include individual sessions, group programs, and online courses. All services are intended for personal growth and self-development.

## 4 - Medical disclaimer

My services are provided for self-empowerment and/or educational purposes and should not be relied upon as a substitute for a personal consultation with a qualified health care provider, such as a licensed physician or mental health provider, regarding medical or health conditions, diagnosis or treatments. Always seek the advice of a qualified health care provider if you have any questions regarding a medical or mental health condition.

Energy healing is a complementary holistic therapy that can be used as an addition to treatments already being provided. Energy healing is in no way a replacement for medical or mental health care. Consultation, coaching and healing services are for the purpose of personal growth, self-development, and obtaining a more cohesive spiritual understanding and well-being.

## 5 - Conditions for participation

You are required to sufficiently inform me about your mental and physical health condition (such as medication use, addictions, psychiatric diagnosis, physical conditions) so that I can support you in the best possible way.



In my programs and sessions, I share my knowledge, experience, and tools. In addition to following the program or attending the sessions, it's important to allocate enough time for assignments and practice. I cannot guarantee that participating in my programs and sessions will lead to success in your life or business, because that is dependent on your level of commitment and desire for change.

Transformation, success, and life changes require commitment, practice and implementation in your daily life. I will of course do my very best to provide you with the right tools to successfully follow and complete the programs. I will be available within reasonable limits throughout the program's duration. The support I offer depends on the package you purchase. The level of support is described on the website of each respective program.

## 6 - Agreement and execution of the agreement

- I am only bound once I have accepted or confirmed an assignment or agreement in writing. Oral commitments only bind me once I have confirmed them in writing. The order confirmation is deemed to accurately and fully reflect the agreement unless you object in writing within 48 hours.
- Agreements concluded with me result in an obligation of effort on my part, not an obligation of result. I am required to fulfill my obligations with the care and skill that can reasonably be expected of me, in accordance with the standards of professionalism at the time of performance.
- If and insofar as the proper execution of the agreement requires, I am free to have certain tasks or part of the agreed tasks performed by third parties.
- You must ensure that all information, which I indicate is necessary or which you should reasonably understand is necessary for the execution of the agreement, is provided to me in a timely manner. If the data required for the execution of the agreement is not provided to me in time, I have the right to suspend the execution of the agreement and/or charge you for the additional costs resulting from the delay, according to the usual rates.
- I am not liable for any damage, of any kind, arising from my reliance on incorrect and/or incomplete information provided by you, unless the inaccuracy or incompleteness was known or should have been known to me.

## 7 - Payment and pricing

- All fees for services must be paid in advance, unless otherwise agreed upon in writing. I reserve the right to adjust pricing at any time. Payments are non-refundable unless specifically stated otherwise.
- Payment of invoices must be made within fourteen days after the invoice date, unless otherwise agreed in writing, in the manner and currency indicated by me on the invoice. Payment must be made without any deduction, compensation, or suspension for any reason.
- If the invoice has not been paid by the due date, they will be in default without the need for further notice. In the event of payment default, I am entitled to suspend or immediately cease all work for you without being liable for any damages.
- In the event of payment default, you are also liable for default interest on the outstanding claims from the due date, equal to the statutory interest.
- If more effort than usual is required from me to execute the agreement, I may demand payment (or equivalent security) before commencing my work.
- Offers, prices, or quotes do not automatically apply to future programs or quotes.
- For programs payment can be made either in full or in installments. If you pay in installments, the obligation to pay remains even after the completion of the program. If you fall behind on payments, I reserve the right to block your access to the program until the outstanding installment(s) have



been paid. Once the payment is made, access will be restored, and you can continue to use the course materials.

## 8 - Cancellations and rescheduling

- For individual sessions: if you are unable to attend a scheduled appointment, please inform me as soon as possible. If an appointment is cancelled less than 24 hours in advance or if you forget the appointment, the session will be charged.
- For group programs or online courses: Cancellations must be made within a specific timeframe, as outlined for each program. Refunds may be subject to an administration fee.

## 9 - Force Majeure

In case of force majeure, I will notify you immediately and together we will deal with the situation in the best way possible. You have eight days from receiving the news to cancel the assignment in writing, but under the condition obligation to purchase from me and reimburse me for the completed portion of the assignment and the costs (in)curred. Illness or temporary or permanent incapacity releases me from adhering to the agreed delivery deadline or delivery obligation, without you being entitled to any compensation for costs, damages, or interest on this basis.

## 10 - Confidentiality and privacy

- I take the privacy of my participants seriously and use your personal data only in the context of my services. I comply with the legal regulations concerning Data Protection.
- I am also committed to maintaining the confidentiality of all interactions with you. However, exceptions may be made in cases where there is a legal requirement to disclose information or where there is concern for safety.

## 11 - Intellectual Property, copyright and use of materials

- All content provided by me, including online materials, handouts, and recordings, is my intellectual property. Unauthorized reproduction or distribution of this material is prohibited. I hold the intellectual property rights to the texts and materials of my services and website. You are allowed to use the materials during and after the program. However, it is not permitted to share them with third parties unless I have given written permission to do so. It is also not permitted to sell the acquired knowledge commercially or include it in your own program unless I have given written permission.
- I strive to keep the materials accessible to my participants online for life, but I cannot guarantee this. If I decide to remove the materials or move them to another URL, I will notify you by email 3 (three) months in advance, allowing you the opportunity to download or otherwise save them. I will always send this message to the last email address you provided to me. Failure to provide an updated email address is at your own risk.
- In case of an assignment all rights of an industrial or intellectual nature, such as copyrights and other intellectual property rights related to ideas, methods, texts, course materials, advice, etc., originating from me or used by me, remain explicitly and exclusively my property both during and after the execution of the assignment, regardless of the client's or third parties' contributions to the creation of these ideas, methods, texts, course materials, advice, etc. The exercise of these rights—including publication or transfer of data—is reserved exclusively to me, both during and after the assignment. I reserve the right to use the knowledge gained during the execution of the work for other purposes, as long as no confidential information is disclosed to third parties.
- All material on any of the websites owned and maintained by Femke Klomp is copyrighted and protected under Dutch and international copyright law. It is illegal and a violation of Dutch and international copyright laws to share any type of print or digital media files with others, use them



outside of the limits of the stated policies, and post them on shared or accessible sites, especially when such activities are expressly and specifically forbidden by the copyright holder. You are expressly and specifically prohibited from sharing any print or digital media files with anyone, for any reason, posting them on any website, including blogs or cloud-based environments, or otherwise distributing, sharing, or using them in any form whatsoever.

## 12 - Refund policy

- By accessing a purchase, downloading a file, or interacting with this website and completing a purchase you are legally agreeing to this refund policy and to abide by it.
- Digital and media file purchases will not be refunded as they are available as instant downloads and delivered after purchase. This also applies to programs that include downloadable media files, such as audios, videos, and pdf documents, which are available to the purchaser for their use. Once a program is accessed and the files available, a purchase has been completed and the customer has access to the files. Purchase is considered to be complete and refunds are not provided on materials that the customer has received.
- Refunds for services such as individual consultations packages and sessions are not provided.
- Programs may include audio, video and pdf files, as well as individual and group (online) healing & coaching options. Once a program page has been accessed through payment or a contract has been signed, you are considered as having participated in the program. The start date being the date which is clearly communicated when paid for the program on the opt-in page and/or in the welcome email. We do not offer full refunds at the full price of any purchased programs.
- If a participant prematurely terminates the program, no partial refunds of the annual amount shall take place. Payment in instalments for the relevant program year must be paid in full.
- In case of cancellation of the program by me a refund will take place for the part of the program in which you have not received the service.

## 13 – Complaints and disputes

- If you are dissatisfied with my services or my support, please let me know as soon as possible. Hopefully we can reflect on it together, as it could be a valuable learning process for both of us.
- In case you don't want to reflect together, please inform me as soon as possible by sending me an email at [connect@femkeklomp.com](mailto:connect@femkeklomp.com) and provide a clear description of the complaint, so that I can respond and, if the complaint is valid, correct it. A complaint that is not clearly described cannot be processed.
- You must report any complaints within 14 days after completing a specific part of the program. If the complaint is reported later, you are no longer entitled to correction, replacement, or compensation.
- Submitted complaints will be responded to within 14 days from the date of receipt. If a complaint requires a longer processing time, you will receive a response within 14 days with an acknowledgment of receipt and an estimate of when a more detailed response can be expected.
- Even if you file a complaint, your payment obligation remains in force.
- If a dispute arises between us as a result of or in connection with my services, both me and you will attempt to resolve the dispute amicably and will do our best to resolve the matter between ourselves before submitting it to a court.
- A dispute exists if one of the parties notifies the other party of the dispute, specifying what the party considers to be the subject of the dispute.
- If the dispute cannot be resolved, it will be submitted to the competent civil court. The parties designate the court with jurisdiction in or near my place of business as the competent court. Dutch law applies to every agreement between me and you.
- If one or more provisions of the agreement are declared invalid or not legally binding, the remaining provisions of this agreement will remain in force.



## 14 - Liability

- I do not accept any liability for damage caused by or in connection with services provided by me, unless you prove that the damage was caused by intent or gross negligence on my part.
- Liability is always limited to the amount charged for the service causing the damage. Liability for indirect damage, such as consequential damage, lost profits, missed savings, reduced goodwill, damage due to business interruptions, etc., is excluded.
- I accept no liability for the possible presence of viruses on information carriers provided by me or on data or software delivered or retrieved via the internet. You must test the provided information carriers, data, or software for viruses yourself.
- Advice is provided by me to the best of my knowledge and in good faith, but I accept no liability for loss or damage, direct or indirect, resulting from the content of the advice given. Please always trust your own inner guidance.
- In the event of an attributable failure, you must first notify me in writing and allow a reasonable period of time to fulfill my obligations, correct any errors, or limit or rectify any damages.
- Any claims under the aforementioned provisions must be submitted to me within one month of the damage being detected, but in any case, within one year of the termination of the assignment, failing which you forfeit your rights. I cannot be held liable if you have the option to recover the damage directly from a third party or from their own insurance company.
- I will never be held liable for damages resulting from: a. incorrect and/or incomplete and/or untimely information provided by you, or b. any failure by you to meet your obligations, including the failure to provide adequate cooperation in the execution of the agreement. If these circumstances lead to third-party claims against me, you will indemnify me against them.
- I take the greatest care in the content of the website [www.femkeklomp.com](http://www.femkeklomp.com). The information provided on this website is kept as current as possible. Nevertheless, it may happen that the information on the site is no longer current. Rates and changes may be subject to modification. I accept no liability for possible errors and deficiencies on the website. Changes and corrections are reserved.

## 15 - Governing Law

These Terms and Conditions are governed by and construed in accordance with Dutch law.

## 16 - Amendments to Terms

I reserve the right to update or modify these Terms and Conditions at any time. These changes will take effect at the announced time. I will send the amended terms to you in a timely manner by email. If no effective date is specified, the changes will take effect as soon as you receive the notification.

## 17 - Contact

If you have any questions about these terms, please contact [connect@femkeklomp.com](mailto:connect@femkeklomp.com)

Effective date October 1, 2024

Thank you for your trust.  
Much love,  
Femke