



## **Parties**

The Essential Workshops, we, us, means The Essential Workshops, and/or associated companies and its partners.

You or User or Participant means the person specified as the user in the registration form or the person visiting (the Site) or purchasing (from the site).

The Essential Workshops maintains a site operated by The Essential Workshops which conducts business across the Netherlands. The Essential Workshops office address:

The Essential Workshops [BvdM Consulting]  
Eerste Jacob van Campenstraat 36-1  
Amsterdam, 1072 BG  
The Netherlands

## **Terms and Conditions for Participants of The Essential Workshops**

### **1. Definitions**

Participant: any person that has entered into an agreement with The Essential Workshops including persons attending a trial session, via a confirmed online booking.

The Essential Workshops: eenmanszaak under the laws of the Netherlands The Essential Workshops, established in Amsterdam with its offices in (1072BG) Amsterdam at the Eerste Jacob van Campemnstraat 36-1. Chamber of Commerce registration number: 74089757.

Participant Agreement: the agreement between The Essential Workshops and a Participant.

Facilities: The Essential Workshops training facilities located in different venues around the Netherlands.

Costs: the costs for the use of the Facilities and other services provided by The Essential Workshops as agreed upon in the Participant Agreement.

Personal data: all data provided by a Participant to The Essential Workshops.

Website: The Essential Workshops website [www.tew.academy](http://www.tew.academy), <https://www.handstand-amsterdam.club/> and all its subpages.

### **2. Applicability**

2.1. These Terms and Conditions for Participants (hereinafter: Terms and Conditions) apply to all relations between The Essential Workshops and a Participant.

2.2. These Terms and Conditions extend also to the benefit of The Essential Workshops directors and all entities working for or involved with The Essential Workshops.

2.3. Changes to these Terms and Conditions can be made only by means of a written agreement between The Essential Workshops and a Participant.



### **3. Participant Agreement**

3.1. A Participant Agreement is entered into when:

- i) the Participant has filled in all the required information and has (electronically) signed for approval; or
- ii) the Participant participates in the workshop they registered for.

3.2. Unless otherwise agreed upon, a Participant Agreement is entered into for an undetermined time and can be terminated in accordance with article 5 of these Terms and Conditions.

3.3. If a Participant Agreement is entered into by subscribing to a membership on the Website, then the Participant shall have a period of fourteen days to withdraw from that agreement without giving any reason and without incurring any costs, starting from the day of entering into the agreement. In order to use their right to withdraw, Participants may use the attached withdrawal form.

3.4. A Participant exercising his right to withdrawal in accordance with article 3.3 will receive back all payments made to The Essential Workshops unless the Participant has already accessed the The Essential Workshops location/workshop.

3.5. The Participant Agreement and these Terms and Conditions together form the complete representation of the rights and obligations of The Essential Workshops and a Participant and replace all earlier written and/or verbal announcements, agreements and all other correspondence.

3.6. Participants ensure that all data - which The Essential Workshops has indicated to require or which Participants should reasonably understand to be required for the execution of the Participant Agreement is delivered to The Essential Workshops timely.

3.7. The Participant Agreement is person-specific. Participants are not allowed to transfer their rights and obligations under the Participant Agreement or these Terms and Conditions in whole or partly to third parties.

3.8. If the Participant enters into a new or additional Participant Agreement, then this Terms and Conditions apply without reservation unless explicitly otherwise agreed upon in writing.

3.9. A person younger than 18 years old cannot enter into a Participant Agreement.

3.10. Participants are required to follow instructions from teachers/coaches during lessons/workshops at The Essential Workshops in order to maintain a safe training environment. In case of sports trainings, Training must always be done with appropriate supervision according to the level of expertise and must always be done with appropriate crash mats below to avoid risk of injuries.

### **4. Article 4 - Prices and payment**

4.1. The Costs must be paid to The Essential Workshops in accordance with the terms of the Participant Agreement. When the terms of the Participant Agreement do not sufficiently regulate the payment procedure, the Costs have to be paid to The Essential Workshops before the Participant uses services of Facilities that are the subject of the Participant Agreement. When the Participant Agreement concerns a service for which the Costs are due periodically, the Costs have to be paid to The Essential Workshops before the beginning of the month in which the Participant is entitled to using the services answering to the Costs.

4.2. By agreeing with these Terms and Conditions, the Participant authorizes The Essential Workshops to debit the costs agreed upon in a Participant Agreement when they are due by means of a direct debit.

4.3. Save for when article 3.4 is applicable, payments made by a Participant in accordance with a Participant Agreement shall not be refunded.



4.4. The Essential Workshops has the right to index and/or change the Costs. If the costs are indexed and/or changed within three months of concluding the Participant Agreement, then the Participant shall have the right to terminate the agreement.

4.5. Costs paid by the Participant shall not be refunded when the Facilities cannot fully be used as a consequence of force majeure or circumstances beyond the control of The Essential Workshops.

## **5. Article 5 Termination Participant Agreement**

5.1. When a Participant Agreement is entered into for an undetermined time, or when the period agreed upon in a Participant Agreement has past, the Participant Agreement may be terminated by written notice given with due observance of a reasonable term of not less than one calendar month. After receiving notice, The Essential Workshops will send the Participant a confirmation within fourteen days. A Participant who does not receive a confirmation should contact The Essential Workshops immediately. When the Participant does not contact The Essential Workshops immediately, then notice has not been given with due observance of a reasonable term.

5.2. In case of a long-term illness, injury or pregnancy of the Participant, the Participant Agreement can be temporarily suspended or terminated after the Participant provides The Essential Workshops with a doctors statement. The minimal suspension is 2 months, the maximum suspension is 6 months.

5.3. The Essential Workshops has the right to terminate the Participant Agreement immediately when:  
The Essential Workshops is of the opinion that the Participant exhibits wrong or unacceptable behavior;  
the Participant violates these Terms and Conditions or the The Essential Workshops house-rules which are on display in the Facilities;  
a third party uses the Facilities by pretending to be the Participant by, for example, using the Participants membership card, and the Participant is or should be aware of this.

## **6. Article 6 Risk and Liability**

6.1. Participating in the workshops/trainings or following a lesson, is at the risk of the Participant.

6.2. If a Participant is aware of injuries, whilst being trained by a The Essential Workshops employee or partner, he/she is obligated to alert the employee or partner of any physical condition of which the trainer should reasonably be aware such as injury or illness before, during and after the training.

6.3. Neither The Essential Workshops nor its employees shall be liable for material or immaterial damage or (sport related) injury caused to a Participant and/or third parties.

6.4. Neither The Essential Workshops nor its employees or partners shall be liable for any damage, loss or theft to or of objects belonging to a Participant or a third party.

6.5. The Participant is liable for damage or injury caused to The Essential Workshops employee or partner, the Facilities or objects belonging to The Essential Workshops as a result of fault, gross misconduct or intent on the part of the Participant.

6.6. These limitations of liabilities also extend to The Essential Workshops employee, or partner and any other entities assisting The Essential Workshops in executing the Participant Agreement.

## **7. Article 7 Use of the Facilities**

7.1. For reasons of health and hygiene, keeping good personal hygiene is expected during the sports workshops.

7.2. The Essential Workshops has the right to change its class and training schedule at all times and to close the facilities to Participants in case of a special event.



## **8. Article 8 Personal data and privacy policy**

8.1. A Participant is aware of the fact that he/she provides Personal data to The Essential Workshops such as his/her name, age, address and email address.

8.2. Participants are aware of the fact The Essential Workshops stores and collects the Personal data provided by the Participant whilst using the The Essential Workshops Online Coaching Program.

8.3. By agreeing with these Terms and Conditions, the Participant gives The Essential Workshops permission to process of his/her Personal data and to the use it for commercial purpose. The Essential Workshops processes Personal data in accordance with the Dutch law concerning the protection of Personal data (Wet Bescherming Persoonsgegevens) also is GDPR compliant. The Essential Workshops shall destroy all Personal data provided by a Participant upon receiving a request in writing from him/her to do so.

8.4. By agreeing with these Terms and Conditions, the Participant gives The Essential Workshops permission to send him/her offers, special promotions etc. per e-mail or otherwise.

## **9. Intellectual property rights**

The Essential Workshops and/or its partners are the owners or the licensee of all intellectual property rights in the Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

The Essential Workshops status (and that of any identified contributors) as the authors of content on the Site must always be acknowledged.

You must not use any part of the content on the Site for commercial purposes without obtaining a license to do so from The Essential Workshops. If you print off, copy or download any part of the Site in breach of these terms of use, your right to use the Site will cease immediately and you must, at The Essential Workshops option, return or destroy any copies of the materials you have made.

## **10. Disclaimer**

Whilst The Essential Workshops has made every attempt to ensure that the information contained on the Site is accurate and reliable at the time of its publication, it cannot accept responsibility for any errors, omissions or inaccuracies or for the results obtained from the use of such information.

The information on the Site and its associated websites should be used for guidance and educational purposes only and is not intended to replace medical advice. Each case or situation is unique and users are advised that definitive advice can only be provided from the appropriate medical professionals. It is your responsibility therefore to consult a medical professional before attempting any of the training and / or exercises outlined within any area of the website, links or associated downloads.

Information on the Site may be incomplete, out-of-date, or incorrect and may contain technical inaccuracies or typographical errors. Information may be changed or updated without notice. The information contained herein is provided as is without any express and/or implied representations or warranties. The Essential Workshops disclaims all warranties with regard to the information contained on the Site including all implied warranties of merchant-ability and fitness for a particular purpose. The Essential Workshops may change or make improvements to the products and/or the services described at any time without notice but does not assume any responsibility to update it.



The Essential Workshops does not guarantee that the Site, or any content on it, will always be available or be uninterrupted. Access to the Site is permitted on a temporary basis. The Essential Workshops may suspend, withdraw, discontinue or change all or any part of the Site without notice. The Essential Workshops will not be liable to you if for any reason the Site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to the Site.

You are also responsible for ensuring that all persons who access the Site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### **11. Limitation of our liability**

Nothing in these terms and conditions excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by Dutch law.

To the extent permitted by law, The Essential Workshops excludes all conditions, warranties, representations or other terms which may apply to the Site or any content on it, whether express or implied.

The Essential Workshops will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

use of, or inability to use, the Site; or use of or reliance on any content displayed on the Site

If you are a business user, please note that in particular, The Essential Workshops will not be liable for:

loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; and/or any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide the Site for domestic and private use. You agree not to use the Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

The Essential Workshops will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any content on it, or on any website linked to it.

The Essential Workshops assumes no responsibility for the content of websites linked on the Site. Such links should not be interpreted as endorsement by us of those linked websites. The Essential Workshops will not be liable for any loss or damage that may arise from your use of them.

### **12. Linking to the Site**

You may link to the Sites home page, provided you do so in a way that is fair and legal and does not damage The Essential Workshops's reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement or The Essential Workshops part where none exists.

You must not establish a link to the Site in any website that is not owned by you.

The Site must not be framed on any other site, nor may you create a link to any part of the Site other than the home page

We reserve the right to withdraw linking permission without notice.

Username (email address) and password(where applicable):



You are responsible for all use of any services made using your email address and password. You are responsible for protecting and securing your password from unauthorized use. If you believe there has been a breach of security of your password you should notify The Essential Workshops immediately, or change the password using the facilities provided. You must not disclose your password to any third party to allow them gain access to the registered service.

The user agreement allows only one user per registration. It is strictly forbidden for your access details to be used by another person to allow them into the registration areas. The Essential Workshops has the ability to monitor access to the Site and reserves the right to cancel, without warning, any user abusing this agreement.

### **13. Links**

In addition to locally mounted information, hyperlinks are provided to external websites and/or information sources as a service to you. All links are provided consistent with the academic mission of The Essential Workshops. The appearance of external hyperlinks shall not be taken as implying any connection between The Essential Workshops and the linked external information sources. These external information sources are outside The Essential Workshops control. It is your responsibility to make your own decisions about the accuracy, reliability and/or correctness of the information contained therein. The appearance of external hyperlinks does not constitute an endorsement by The Essential Workshops of the linked web sites, or the information, products or services contained therein nor does The Essential Workshops exercise any editorial control over the information which you may find at these locations.

### **14. Modification of the Site and these terms**

By providing material on the Site, The Essential Workshops does not promise that the materials will remain available to you. The Essential Workshops is entitled to terminate all or any portion of the Site at any time, without notice to you. The Essential Workshops also reserves the right to change the terms, conditions, and notices for the Site at any time by updating this posting. Your use of the Site following any such changes will constitute your consent to such modified terms. You agree to review these terms regularly to verify for changes. Certain provisions of these terms may be superseded by expressly designated legal notices or terms located on particular pages on the Site.

### **DISCLAIMER**

No responsibility or liability is accepted by The Essential Workshops, its partnership or any persons associated with The Essential Workshops, for any loss, damage, injury or illness occurred as a result of any person following the information displayed on any page of this website, social media channels (Twitter, Instagram, Facebook), YouTube, Vimeo or following any exercises outlined in downloadable items available on this website ([www.schoolofcalisthenics.com](http://www.schoolofcalisthenics.com)) or the website of any affiliate.

### **RISKS OF PRODUCT USE**

Content from The Essential Workshops website, ebooks, social media channels, YouTube, is not a substitute for direct, personal, professional medical care and diagnosis. None of the meal plans, training programs or information provided by the The Essential Workshops on any platform or format (eBook, social media channels, YouTube) should be performed or otherwise used without clearance from your physician or health care provider first. The information contained within is not intended to provide specific physical or mental health advice, or any other advice whatsoever, for any individual or company and should not be relied upon in that regard. We are not medical professionals and nothing on this website or in content provided by us should be misconstrued to mean otherwise.

There may be risks associated with participating in activities mentioned on this The Essential Workshops website or on other formats or platforms (eBook, social media channels, YouTube) for people in poor health or with pre-existing physical or mental health conditions. Because these risks exist, you will not participate in any exercises provided by The Essential Workshops if you are in poor health or have a pre-existing mental or physical condition. If you choose to participate in these risks, you do so of your own free will and accord, knowingly and voluntarily assuming all risks associated with such activities. These risks may also exist for those who are currently in good health right now.



As with any exercise program you assume certain risks to your health and safety. Any form of exercise program can cause injuries, and The Essential Workshops website, platforms and products that we use are no exception. It is possible that you may become injured doing calisthenics exercises, especially if they are done with poor form or technique. Although thorough instruction is included on form for each exercise, realize that exercises from The Essential Workshops (like any other exercise program) does involve a risk of injury. If you choose to participate in these risks, you do so of your own free will and accord, knowingly and voluntarily assuming all risks associated with such exercise activities. These risks may also exist for those who are currently in good health right now.

No one at The Essential Workshops is a medical doctor. The advice whether it be on this website, in recipe or meal plans, exercise programs or via email or social media, none of it is meant as a substitute for medical advice. You must consult your doctor before beginning ANY meal plan or exercise program, no exceptions.

## **CANCELLATIONS & REFUNDS**

### **1-ON-1 SESSIONS**

You must give at least 24 hours notice if you can no longer make your personal training session once booked. If cancelled within 24 hours of the session starting then no refund will be given. Once sessions are booked any which get rearranged with more than 24 hours noticed must be done so within one month of the original date of the session to still be valid.

### **WORKSHOPS & CLASSES**

All sales are considered final and no refunds are given. If you cancel within 14 days but more than 7 days before the start of the workshop or class, we will exchange for the next available workshop or class to suit you. **For cancellations less than 48 hours before the start of the workshop, we will not exchange your spot for the next available workshop.**

### **ONLINE COACHING**

Online coaching hours must be used within the 4 week period of the programme plan, starting from the date you receive your personalised programme from your coach. It's your responsibility to ensure you utilise the coaching hours as part of your online coaching package before the end of your 4 week period. Coaching hours cannot be carried over towards any new online coaching packages.

### **Applicable law**

If you are a consumer, please note that these terms, their subject matter and their formation, are governed by Dutch law. You and The Essential Workshops both agree that the courts of the Netherlands will have non-exclusive jurisdiction. If you are a business, these terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by Dutch law. You and The Essential Workshops both agree to the exclusive jurisdiction of the courts of the Netherlands.

### **Dispute settlement**

If any of the provisions of these Terms and Conditions are found to be unenforceable or void, the remainder shall be enforced as fully as possible. The unenforceable or void provision(s) shall be deemed modified in a way reflecting the intent, purpose and effect of that provision to the extent required to permit the enforcement of these Terms and Conditions as a whole.

Disputes arising out of or in connection with any relation or agreement between The Essential Workshops and a Participant will be governed exclusively by Dutch law and resolved by the competent court in Amsterdam.

**The Essential Workshops. All rights reserved.**