

# General Terms and Conditions

## The Next Chapter Club

### Article 1 Definitions

1. The Next Chapter Club is part of Happiness Coaching and aims to organize retreats, in the broadest sense.
  2. In these General Terms and Conditions, “**Participant**” means: the natural person not acting in the course of a profession or business, or the natural person/legal entity who does act in the course of a profession or business and uses the Services of The Next Chapter Club and instructs The Next Chapter Club to provide Services.
  3. In these General Terms and Conditions, “**Agreement**” means: the Agreement concluded between The Next Chapter Club and Participant, under which The Next Chapter Club commits to providing Services to the Participant and the Participant commits to paying a price for these Services. The Agreement is established through an offer by The Next Chapter Club and acceptance thereof by the Participant, as further specified in Article 3.4 of these General Terms and Conditions.
  4. In these General Terms and Conditions, “**Services**” means: all products and services provided to Participant by The Next Chapter Club and/or third parties engaged by The Next Chapter Club, including but not limited to the organization of retreats, as well as all other activities performed by The Next Chapter Club for the benefit of the Participant.
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### Article 2 Applicability of the General Terms and Conditions

1. The General Terms and Conditions apply to every offer from The Next Chapter Club and to all current and future Agreements, deliveries, commercial relationships, and other legal relationships between the Parties. The Participant’s general terms and conditions are expressly rejected.
  2. Deviations from the General Terms and Conditions are only valid if expressly agreed upon in writing with The Next Chapter Club.
  3. The General Terms and Conditions also apply to additional or amended assignments from the Participant.
  4. If it appears that a provision or multiple provisions of these General Terms and Conditions are void, the validity of the other provisions as well as the entire Agreement will not be affected. In such a case, the Parties shall make every effort to replace the invalid provision with a new, valid provision that approximates the intent of the original as closely as possible.
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### Article 3 The Agreement

1. Registration for retreats preferably takes place via email. Participants may also contact The Next Chapter Club via telephone, social media, or website for information and registration.
  2. The Participant can register by email for an international retreat. Once the (online) payment procedure has been fully and successfully completed, they will receive a confirmation email. At this moment, the Agreement is established, subject to the provisions of Article 4.
  3. The Participant may also register for a One-Day-Retreat online, as well as via telephone, email, or social media. The Agreement regarding One-Day-Retreats is established once the prior payment procedure has been fully and successfully completed, subject to the provisions of Article 4.
  4. If The Next Chapter Club sends a confirmation to the Participant, this confirmation is decisive for the content and interpretation of the Agreement, subject to obvious errors. The Next Chapter Club cannot be held to its offer if the Participant could reasonably understand that the offer, or part thereof, contained an obvious mistake or clerical error.
  5. If the Participant makes notes or gives responses to the confirmation email from The Next Chapter Club, these do not form part of the Agreement unless The Next Chapter Club confirms them in writing.
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### Article 4 Participation in Retreat

1. Submitting a registration by email does not guarantee actual participation. The Next Chapter Club attaches great importance to group dynamics. Therefore, The Next Chapter Club may ask a potential Participant to complete a questionnaire and/or have a phone call before confirming participation.
  2. If, in the opinion of The Next Chapter Club, a potential Participant does not fit within the group dynamics, participation may be refused. In this case, the Agreement described in Articles 3.2 and 3.3 will be retroactively dissolved by operation of law.
  3. In such a case, the potential Participant will receive a refund of the total amount paid as soon as possible.
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### Article 5 Execution of the Agreement

1. The Next Chapter Club shall endeavor to perform the Services to the best of its knowledge and ability, in accordance with the requirements of good craftsmanship, and as much as possible in line with the written agreements.
2. The Next Chapter Club only has a **best-efforts obligation**, not an **obligation of result**. This means The Next Chapter Club cannot guarantee that outcomes, results, or expectations envisioned by the Participant will actually be achieved.

3. In the event of force majeure or serious reasons, The Next Chapter Club reserves the right to offer a comparable alternative for the advertised location on the website or social media.
  4. If proper execution of the Agreement requires, The Next Chapter Club has the right to have certain activities performed by third parties, under conditions agreed upon in the Agreement. The Next Chapter Club shall exercise due care when engaging third parties.
  5. The Participant must ensure that all information requested by The Next Chapter Club, or which the Participant can reasonably understand is necessary for the execution of the Agreement, is provided on time. If not, The Next Chapter Club is entitled to suspend execution of the Agreement and/or charge the Participant for additional costs incurred due to the delay.
  6. The Participant must ensure that The Next Chapter Club can provide its Services on time and properly. If the Participant fails to meet these obligations, they are liable for any resulting damages.
  7. Any agreed or stated execution term shall never be a **fatal deadline**. If a term is exceeded, the Participant must notify The Next Chapter Club in writing, granting a reasonable period to still fulfill the Agreement.
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## **Article 6 Amendments to the Agreement**

1. If proper performance of the Agreement requires amendments or additions, The Next Chapter Club shall notify the Participant promptly in writing.
  2. If the Agreement is amended, including additions, this constitutes an additional assignment. A separate arrangement regarding compensation will be made in advance, with the extra Services to be paid at the agreed rate.
  3. Failure to (immediately) execute the amended Agreement does not constitute default by The Next Chapter Club and is no reason for the Participant to terminate or dissolve the Agreement.
  4. Amendments to the originally concluded Agreement are only valid once they have been accepted by both Parties through an additional or amended Agreement, confirmed in writing (by email or WhatsApp).
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## **Article 7 Suspension, Dissolution, and Termination of the Agreement**

1. The Next Chapter Club is entitled to suspend its obligations or dissolve the Agreement if the Participant fails to fulfill their obligations, does not fulfill them fully, or does not fulfill them on time. Prior to this, The Next Chapter Club must issue a written notice of default to the Participant.
2. The Next Chapter Club is also entitled to dissolve the Agreement, under the same conditions as stated in paragraph 1, if circumstances arise that make performance of the Agreement impossible or if unchanged continuation of the Agreement cannot reasonably be required.

3. If the Participant fails to fulfill their obligations arising from the Agreement, and this non-fulfillment justifies dissolution, and the Participant is in default, The Next Chapter Club is entitled to immediately dissolve the Agreement through written notice to the Participant, whereby the Participant, due to breach of contract, is liable for damages or compensation.
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## **Article 8 Right of Withdrawal and Returns of Products**

1. The Participant has no right to cancel a distance Agreement within fourteen (14) days free of charge and without stating reasons (Right of Withdrawal).
2. The Services offered by The Next Chapter Club are explicitly characterized as Agreements relating to leisure activities. The Agreement includes a specific date or period on which the Services will be performed, namely, the date of the retreat.
3. Purchasing Services is considered equivalent to purchasing a ticket that grants access to the Services. The Services are extensively described on the website and social media, providing the Participant with all necessary information to make an informed choice.

### **Cancellation rules for international retreats:**

- a. Up to **two months before** the retreat: the Participant receives **50%** of the total participation fee.
  - b. Within **two months before** the retreat: **no refund** of participation fees. The Participant may join the next retreat.
  - c. The Participant may arrange a substitute Participant up to **two weeks before** the retreat, with prior written approval by The Next Chapter Club. If approved, no refund will be issued; settlement must take place between the original and substitute Participant.
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## **Article 9a Cancellation by Participant – International Retreat**

If the Participant, for any reason, can no longer attend the retreat and wishes to cancel, the rules above regarding refunds apply.

## **Article 9b Cancellation by Participant – One-Day Retreat**

1. If the Participant, for any reason, can no longer attend the One-Day Retreat and wishes to cancel, **no refund** of participation fees will be given.
  2. However, the Participant has the right to arrange a substitute Participant up to **24 hours before** the start of the One-Day Retreat, with prior written approval by The Next Chapter Club.
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## Article 10 Cancellation by The Next Chapter Club

1. The Next Chapter Club may cancel the retreat for valid reasons, including but not limited to: insufficient participants or illness of instructors.
  2. In case of cancellation, The Next Chapter Club shall promptly notify the Participant(s).
  3. In the event of cancellation, the Participant is entitled to a refund of the amount already paid. The Participant cannot claim any form of additional compensation or damages.
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## Article 11 Force Majeure

1. Force majeure means all external causes, beyond the control or will of The Next Chapter Club, which prevent timely, complete, or proper fulfillment of the Agreement.
  2. Force majeure includes but is not limited to: failure by a third party, illness of The Next Chapter Club staff or third parties, abnormal weather conditions, interruptions in water or energy supply, strikes, severe disruptions, fire, floods, natural disasters, pandemics, riots, war, or other domestic unrest.
  3. In the event of force majeure, performance of the Agreement is suspended for as long as the force majeure continues.
  4. If force majeure lasts longer than **3 months**, both parties are entitled to dissolve the Agreement without judicial intervention. In such a case, The Next Chapter Club shall refund any amounts already paid, less costs already incurred in relation to the Agreement.
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## Article 15 COVID Clause

If The Next Chapter Club must cancel the international retreat due to COVID-19 or a **government-imposed travel ban**, the Participant will receive a **voucher** equal to the total amount paid, and an **alternative date** will be offered. The voucher may be used to participate in the alternative international retreat at a later date.

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## Article 16 Confidentiality of Data

1. Each party guarantees that all information received from the other party which is known, or should reasonably be known, to be of a confidential nature, will remain confidential. The receiving party will use this information only for the purpose for which it was provided. Information is considered confidential if designated as such by either party. The Next Chapter Club cannot be held to this obligation if disclosure of information to a third party is required by court order, statutory provision, or necessary for correct execution of the Agreement.