

## Terms and Conditions

This document is a translation of the original Dutch version of the general terms and conditions of Blackbird Bloom. In the event of any discrepancies or differences in interpretation, the Dutch version shall prevail.

By placing an order, booking a service, accepting an offer, or visiting this website (including the webshop), the Client agrees to be bound by these Terms and Conditions.

### 1. General

**1.1** These Terms and Conditions apply to all agreements, products and services offered by Blackbird Bloom, with its registered office at Pieter Breugellaan 10, 5261 AM Vught, The Netherlands, and registered with the Dutch Chamber of Commerce under number 93447019.

**1.2** By placing an order, booking a service, or accepting an offer, the Client agrees to these Terms and Conditions.

**1.3** Should any provision of these Terms and Conditions be deemed null or invalid, the remaining provisions shall remain in full force and effect.

**1.4** Any situations not explicitly covered by these Terms and Conditions will be assessed in accordance with the spirit and intent of the provisions stated herein.

**1.5** The applicability of any general terms and conditions of the Client or Business Client is expressly excluded.

**1.6** The Company and its representatives exclusively conduct business with natural persons or legal entities that pursue a sustainable economic purpose.

### 2. Definitions

- **Cooling-off period:** The period during which the Client or Business Client may exercise the right of withdrawal, where applicable.
- **Client:** Any natural person acting outside the scope of a profession or business who enters into a distance contract with the Company, or any natural or legal person acting in the course of a profession or business. This definition includes both Consumers and Business Clients.
- **Day:** Calendar day.
- **Long-term transaction:** A distance agreement relating to a series of products and/or services where the delivery and/or purchase obligations are spread over time.
- **Durable medium:** Any tool that enables the Client or the Company to store personally addressed information in a way that allows future reference and unaltered reproduction of that information.

- **Right of withdrawal:** The option for Consumers to cancel a distance contract within the applicable cooling-off period.
- **Model withdrawal form:** The standard form provided by the Company which the Client may use to withdraw from the agreement.
- **The Company:** Refers to Blackbird Bloom, the provider of products or services, or any third party acting on its behalf.
- **Distance contract:** An agreement concluded as part of a system organised by the Company for the remote sale of products and/or services, where the agreement is made exclusively using one or more means of distance communication.
- **Means of distance communication:** Any method that allows the agreement to be concluded without the Client and the Company being physically present in the same location.
- **The Agreement:** The assignment contract under which the Company, in return for a fee, performs work for the Client and to which these Terms and Conditions apply.
- **Terms and Conditions:** These general terms and conditions of the Company.

### 3. Applicability

- **3.1** These Terms and Conditions apply to all quotations, invoices, assignments, agreements, deliveries of goods and services, and any other activities carried out by or on behalf of the Company, insofar as these Terms and Conditions have been declared applicable and unless explicitly agreed otherwise in writing.
- **3.2** These Terms and Conditions also apply to the conduct of any third parties engaged by the Company in the execution of its services.
- **3.3** The most recent version of these Terms and Conditions, as sent or published, shall always apply.
- **3.4** Any general terms and conditions of the Client or Business Client are expressly excluded.

### 4. Offer and Agreement

- **4.1** If an offer is subject to a limited validity period or specific conditions, this will be clearly stated.
- **4.2** The offer shall contain a complete and accurate description of the products and/or services offered. The description must be sufficiently detailed to enable the Client to make a proper assessment. If the Company uses images, they will represent the products and/or services truthfully. However, the Company cannot guarantee that the colours shown will exactly match the actual product colours. Apparent errors, mistakes or misprints in the offer are not binding upon the Company. All images and listed specifications are indicative only and shall not entitle the Client to any form of compensation or cancellation.
- **4.3** An agreement is formed at the moment the Client accepts the offer and fulfils the specified conditions.

- **4.4** Digital products are delivered immediately after payment. In case of technical issues, the Client may contact Blackbird Bloom (the Company) for assistance.
- **4.5** All offers are non-binding. The Company reserves the right to amend or withdraw an offer at any time.
- **4.6** If no acceptance period is stated in the offer, the offer shall expire 14 calendar days after the date of issue.
- **4.7** The Company is not obliged to honour an offer if the Client could reasonably have understood that the offer, or part of it, contained an obvious error or misstatement.
- **4.8** Acceptance of an offer does not automatically apply to future assignments.
- **4.9** If the Client accepts the offer electronically, the Company shall promptly confirm receipt of the acceptance electronically. The Client may cancel the agreement until this confirmation has been issued by the Company.
- **4.10** If the agreement is concluded electronically, the Company shall implement appropriate technical and organisational measures to protect the electronic transfer of data and shall ensure a secure web environment. If the Client makes electronic payments, the Company shall observe appropriate security measures.
- **4.11** Blackbird Bloom reserves the right, within legal limits, to assess whether the Client is able to meet its payment obligations, as well as to investigate other factors that are relevant for entering into a responsible distance agreement. Based on this assessment, the Company may reject an order or request, or attach special conditions to its execution, providing clear justification.

## **5. Provision of Information**

- **5.1** The Client shall ensure that all information and documentation required for the proper execution of the agreement is provided to Blackbird Bloom in a timely manner.
- **5.2** The Client guarantees that all submitted information is accurate, complete, and up to date, including information received from third parties. Blackbird Bloom will handle all provided information with due care and in strict confidence.
- **5.3** If incorrect or incomplete information results in damage or delay, the Client shall be liable for any resulting consequences and shall indemnify Blackbird Bloom against any third-party claims arising from such circumstances.
- **5.4** If the required information is not provided on time and this delays or complicates the execution of the assignment, any additional costs or loss of efficiency may be charged to the Client.

## **6. Digital Products**

- **6.1** Digital products are delivered immediately upon receipt of payment, typically via a download link or another agreed-upon digital method.
- **6.2** As these products constitute digital content made available instantly, the legal right of withdrawal lapses once delivery begins. By purchasing, the Client expressly agrees to this waiver, in accordance with Article 6:230p of the Dutch Civil Code.
- **6.3** The Client is granted a limited, non-exclusive, non-transferable right to use the digital materials for personal and internal purposes only. This licence does not permit distribution, reproduction, or commercial use.
- **6.4** In the event of technical difficulties when accessing or downloading the product, the Client may contact Blackbird Bloom via the contact email provided.

- **6.5** Unless otherwise specified, digital products remain accessible for an indefinite period. However, Blackbird Bloom reserves the right to restrict or terminate access if deemed necessary (for example, due to abuse or platform discontinuation).

## **7. Services and Sessions**

- **7.1** One-on-one sessions may be rescheduled free of charge up to 24 hours before the scheduled start. Cancellations made within 24 hours will be charged in full.
- **7.2** Customised services such as coaching, mentoring or consultancy require the Client's active participation. While Blackbird Bloom is committed to offering support with care and expertise, no guarantees are made regarding specific outcomes. The Client acknowledges that results depend in part on personal effort and individual circumstances.
- **7.3** As some services are delivered online, Blackbird Bloom cannot guarantee continuous availability or flawless functioning across all locations or technical environments.
- **7.4** Enrolments for workshops, retreats, group sessions or travel experiences become final upon receipt of payment. Refunds are only possible under the terms provided at the time of registration.
- **7.5** If the Client hires Blackbird Bloom as a speaker or expert and later wishes to cancel, this must be done in writing. Cancellations up to eight weeks before the agreed date are free of charge. For cancellations between eight and four weeks prior, 50% of the agreed fee is payable. Cancellations within four weeks will be charged in full.
- **7.6** Should Blackbird Bloom be unable to attend on the agreed date due to force majeure, both parties will attempt to reschedule. If no suitable date can be found, the Client is entitled to cancel the agreement at no additional cost.
- **7.7** If it becomes clear during execution that amendments or additions to the assignment are required, this will be discussed and mutually agreed upon.
- **7.8** Adjustments to the scope of work may affect the agreed timeline. Blackbird Bloom will inform the Client of such implications as soon as possible.
- **7.9** Services and programmes are delivered for the agreed duration. They are not automatically renewed. If the Client terminates the agreement early, the full original fee remains due.

## **8. Delivery of Physical Products**

- **8.1** Orders for physical products will be shipped to the delivery address provided by the Client.
- **8.2** The Client has the right to return unused, undamaged products in their original packaging within 14 days of receipt.
- **8.3** If the returned product is damaged or incomplete, a partial refund may be issued at the Company's discretion.
- **8.4** The right of withdrawal does not apply to personalised or custom-made items, including commissioned artwork.

- **8.5** Blackbird Bloom will make every reasonable effort to deliver accepted orders as soon as possible, within a maximum of 30 days unless otherwise agreed. Should delivery be delayed or partially unfeasible, the Client will be informed within 30 days of placing the order. In such cases, the Client may cancel the agreement free of charge. No compensation shall be payable.

## **9. Participation in Events and Workshops**

- **9.1** Registration for an event or workshop becomes final only after full payment of the participation fee and, where applicable, any additional costs.
- **9.2** In case of cancellation by the Client, the following terms apply:
  - Cancellation up to 8 weeks before the event is free of charge;
  - Cancellations made between 8 and 4 weeks prior will incur a 50% charge;
  - Cancellations within 4 weeks of the event date are non-refundable.
- **9.3** Blackbird Bloom reserves the right to make changes to the date or location of scheduled events. Should such a change occur, the Client may cancel their participation within 72 hours of the announcement and receive a full refund.
- **9.4** A registration may be transferred to another individual, provided this is communicated in writing no later than 72 hours before the event and the replacement participant meets the same participation requirements. Refunds are not available in this case.
- **9.5** If tickets are purchased through a third-party platform such as Eventbrite or HIPSEY, additional or divergent terms may apply. In case of conflict, the platform's terms shall take precedence.

## **10. Online Programmes, Digital Services and Events**

- **10.1** Blackbird Bloom reserves the right to alter, temporarily suspend, or discontinue any part of an online programme, digital service or event at any time. If such changes occur, the Client will be notified in a timely manner.
- **10.2** In case of modification or termination as described above, and regardless of the reason, the Client is entitled—where reasonably applicable—to a proportional (pro rata) refund of the fee for any undelivered portion of the service.
- **10.3** Purchased digital products — including online programmes, group journeys, or masterclasses — cannot be exchanged or returned. By proceeding with the purchase and payment, the Client gains immediate access to the product and explicitly waives their right of withdrawal, including the statutory cooling-off period, in accordance with Article 6:230p of the Dutch Civil Code.

## **11. Payment and Fees**

- **11.1** All listed prices are inclusive of VAT, unless explicitly stated otherwise. Additional charges, such as travel or material costs, may apply even when part of a bundled service.
- **11.2** Payments must be made at the time of order, unless alternative arrangements have been made in writing. By placing an order or registering, the Client enters into a binding payment obligation, even if the full programme or service is not completed. Payment on account after delivery is not possible.
- **11.3** If the Client fails to make timely payment, statutory interest will accrue from the moment of default.
- **11.4** In the event of non-payment, Blackbird Bloom may suspend service delivery. This does not relieve the Client of their payment obligation.
- **11.5** Blackbird Bloom reserves the right, within legal boundaries, to assess the Client's ability to meet their payment obligations. Based on this assessment, the Company may decline an order or impose additional conditions.
- **11.6** In cases of bankruptcy, suspension of payment, seizure, or liquidation of the Client, all outstanding amounts become immediately due.
- **11.7** Any reasonable extrajudicial costs incurred in collecting overdue payments shall be borne by the Client.
- **11.8** Fees are based on the pricing applicable at the time the agreement is made. Blackbird Bloom reserves the right to review or adjust fees annually or sooner if circumstances require. Price changes will be communicated as early as possible. Any adjustments do not affect the pricing of services or programmes already in progress.
- **11.9** Invoices must be paid within 14 calendar days of the invoice date, unless the purchase was made via the webshop, in which case immediate payment is required.
- **11.10** The agreement is entered into for a fixed term, unless otherwise agreed in writing or dictated by the nature of the service.
- **11.11** The Client must promptly report any inaccuracies in billing or payment information to Blackbird Bloom.

## **12. Right of Withdrawal for Physical Products**

- **12.1** When purchasing a physical product, the Client has the right to cancel the agreement within 14 days of receipt, without stating a reason. This cooling-off period begins on the day the product is received by the Client or by a third party designated by the Client and communicated to Blackbird Bloom.
- **12.2** During the cooling-off period, the Client must handle the product and its packaging with care. The product may only be unpacked or used to the extent necessary to assess whether it will be retained. Should the Client decide to return the product, it must be returned — including all accessories — in its original condition and packaging, wherever reasonably possible, in accordance with Blackbird Bloom's return instructions.
- **12.3** To exercise the right of withdrawal, the Client must notify Blackbird Bloom in writing within the cooling-off period, for example by email or using the standard withdrawal form. After notification, the Client has 14 days to return the product. The



Client is responsible for return shipping costs and for ensuring timely dispatch, which may be evidenced by a proof of postage.

- **12.4** If the right of withdrawal is not exercised within the stated period, or the product is not returned on time, the right lapses and the purchase becomes final.

### **13. Right of Withdrawal for Services**

- **13.1** When purchasing services, the Client has a statutory 14-day cooling-off period from the day the agreement is concluded. Within this period, the agreement may be cancelled without stating a reason.
- **13.2** Exceptions to this right include:
  - services related to accommodation, transport, catering or leisure activities where performance is tied to a specific date or period;
  - services that have already been fully or partially delivered, with the Client's prior and explicit consent before the cooling-off period expired.

### **14. Liability and Warranty**

- **14.1** Blackbird Bloom shall not be liable for indirect, consequential, or incidental damages, or for damage resulting from improper use of products or services. Liability arises only in cases of intentional misconduct or gross negligence.
- **14.2** Information provided by or on behalf of the Client is presumed to be correct and complete. Blackbird Bloom cannot be held liable for damage arising from reliance on inaccurate or incomplete data.
- **14.3** Any liability on the part of Blackbird Bloom is always limited to the amount paid by the Client for the specific product or service in question.
- **14.4** Physical products are covered by the statutory warranty period. Where applicable, the warranty period provided by Blackbird Bloom aligns with the manufacturer's warranty. No warranty is given regarding the product's suitability for specific personal use or in relation to any advice provided about its use.
- **14.5** The warranty becomes void if:
  - the product has been altered or repaired by the Client or a third party;
  - the product has been handled carelessly or in violation of usage instructions;
  - the defect is caused by government regulations that have changed after delivery.
- **14.6** Any visible or hidden defects must be reported to Blackbird Bloom in writing within two months of discovery.
- **14.7** The Client remains responsible for checking the quality of the delivered products or services.

- **14.8** All information and guidance provided during programmes, events, or sessions is intended as support only. The Client remains responsible for applying such information in their own context.
- **14.9** Attending physical events or entering a venue is entirely at the Client's own risk.
- **14.10** If Blackbird Bloom is held liable for damages, compensation shall never exceed the amount paid by the Client, or — if applicable — the amount covered by the Company's insurance.
- **14.11** The Client indemnifies Blackbird Bloom against any third-party claims relating to the use of provided products or services.

## **15. Complaints and Disputes**

- **15.1** If the Client is dissatisfied with a product, service, invoice, or quotation, a formal complaint must be submitted in writing, stating the reasons, within 14 calendar days of delivery, execution, or the moment the complaint arose.
- **15.2** Blackbird Bloom aims to assess and respond to complaints within 14 days. If additional time is required, the Client will receive an acknowledgment of receipt within that period, along with an estimated response time.
- **15.3** Filing a complaint does not release the Client from their obligation to pay any outstanding amounts on time.
- **15.4** Contrary to statutory limitation periods, all claims or legal actions against Blackbird Bloom — or any third parties involved in the execution of the agreement — shall lapse 12 months after the date on which the cause of action arose.
- **15.5** In the event of a consumer-related complaint, the Client must first contact Blackbird Bloom. If the complaint is deemed valid, and where reasonable, a solution will be offered — such as repair, replacement or appropriate compensation — for non-digital, non-customised products, free of charge.
- **15.6** Before referring any dispute to court, both parties shall make every effort to resolve the issue amicably through mutual consultation.
- **15.7** All agreements and services are governed exclusively by Dutch law. Any disputes shall be submitted to the competent court in the judicial district where Blackbird Bloom is established.

## **16. Privacy**

- **16.1** Personal data is processed in accordance with applicable privacy legislation. For more information, please refer to our [Privacy Policy](#).

## **17. Force Majeure**



- **17.1** In the event of force majeure, Blackbird Bloom is entitled to suspend, reschedule, amend, or — if necessary — cancel the execution of the agreement without any obligation to compensate for damages.
- **17.2** Force majeure includes, but is not limited to, circumstances beyond the control of Blackbird Bloom such as illness, natural disasters, pandemics, government-imposed restrictions, failure of digital infrastructure, or other unforeseen events that render fulfilment of the agreement impossible.
- **17.3** During a force majeure situation, all obligations of Blackbird Bloom are temporarily suspended. If the situation lasts for more than 30 consecutive days, both the Client and Blackbird Bloom have the right to terminate the agreement in writing. No compensation shall be owed in such a case.

## **18. Intellectual Property**

- **18.1** All materials, documents, texts, audio, video and visual content created or provided by Blackbird Bloom remain the exclusive property of Blackbird Bloom, unless expressly agreed otherwise in writing.
- **18.2** The Client is granted only a limited, personal, non-exclusive and non-transferable right to use digital course materials, programmes and content for private use during the agreed period. Upon conclusion of the programme, access rights automatically expire. It is the Client's responsibility to consult the materials in time and — where permitted — store them locally.
- **18.3** Without prior written permission, the Client may not copy, adapt, distribute, publish, share with third parties, resell, use for commercial purposes, or include any material in other products or programmes. This applies to texts, audio recordings, teaching materials, illustrations, templates, live sessions, transmissions, and all related content.
- **18.4** Any breach of Blackbird Bloom's copyright entitles the Company to compensation equal to at least five times the standard licence fee, without prejudice to the right to claim additional damages for actual loss, lost revenue, or reputational harm.
- **18.5** If the Client wishes to make video recordings during events or sessions, explicit prior consent must be obtained. Such recordings may only be used for private, personal purposes. Audio recordings are prohibited without written consent. If other participants appear in the footage, their explicit permission is also required. Blackbird Bloom accepts no liability for recordings made and distributed by third parties.

## **19. Additional Provisions**

- **19.1** Blackbird Bloom reserves the right to amend these Terms and Conditions. Changes will be communicated in writing or by email and shall apply to new agreements as of their effective date.

- **19.2** It is the Client's responsibility to consult the most up-to-date version of the Terms and Conditions before entering into a new agreement.
- **19.3** Both parties commit to maintaining confidentiality regarding all sensitive information shared during the course of the engagement. For more details, refer to the Privacy Policy.
- **19.4** During some online or live events, participants may communicate with each other. The Client agrees not to send spam or other unsolicited messages. Any breach may result in immediate denial of access or participation.
- **19.5** Blackbird Bloom reserves the right to remove shared messages, comments, or content without prior notice if the content warrants such action.
- **19.6** If a participant disrupts the flow of an event or gathering, Blackbird Bloom reserves the right to deny further participation. This does not release the Client from their payment obligation.
- **19.7** During events, photos or video may be taken for promotional purposes. By participating, the Client agrees to the use of such materials, unless they object in advance in writing.
- **19.8** For agreements with a term exceeding twelve months, the Client may terminate the contract after the first year, with a notice period of no more than one month, unless this is deemed unreasonable or unfair.

## **20. Blog, Content & Online Community**

- **20.1** All articles, images, illustrations and content on the Blackbird Bloom blog or website are protected by copyright and may not be copied, reused or published without written permission, unless otherwise indicated.
- **20.2** You may share links to blog articles, provided the source is clearly credited. Full-text reproduction is not permitted without explicit written permission.
- **20.3** Comments on blog posts are welcome, provided they are respectful and relevant. Blackbird Bloom reserves the right to delete any inappropriate, discriminatory, or harmful comments without notice.
- **20.4** The blog and all shared content are intended for personal, non-commercial use only.