

TERMS AND CONDITIONS

In these Terms and Conditions we apply to:

- "Shop": on website Cheyenne Smaal Inspirational Speaking owned by Cheyenne Smaal registered at the Chamber of Commerce in Amsterdam, under number 75942585.
- "Consumer" means the (potential) buyer of goods and / or services of Cheyenne Smaal Inspirational Speaking.

Article 1: General

1. These General Terms and Conditions apply to all offers and agreements, all products and services provided by Cheyenne Smaal Inspirational Speaking, unless otherwise explicitly agreed in writing.
2. The applicability of any specific conditions or terms of consumer is explicitly rejected by Cheyenne Smaal Inspirational Speaking.
3. All prices are quoted in Euros (€), including value added tax (VAT) for products and other taxes which are imposed by the government.
4. Cheyenne Smaal Inspirational Speaking is not liable, either under the law, nor Agreement for consequential damages or third customer in respect of (using) the Products may suffer. It includes lost profits, business interruption, loss of data and material damage.
5. Deviations from and additions to any provision in an agreement and / or the General Conditions are only valid if made in writing by and defined by Cheyenne Smaal Inspirational Speaking and are only valid for the relevant Agreement.

Article 2: The offer

1. If an offer is of a limited duration or subject to conditions, will this be explicitly stated in the offer.
2. The offer includes a complete and accurate description of the products and/or services. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer as possible. Cheyenne Smaal Inspirational Speaking uses images which are a true reflection of the products and/or services. Obvious mistakes or errors in the offer does not bind Cheyenne Smaal Inspirational Speaking.

3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached by accepting the offer. This concerns in particular:
 - The price including taxes;
 - Any costs of delivery;
 - How the agreement will be achieved and what actions they require;
 - Whether to apply the right of withdrawal;
 - The method of payment, delivery or performance of the contract;
 - The deadline for accepting the offer, or the deadline for adhering to the price;
 - The level of the rate of distance communication if the cost of using the technique of distance communication are calculated on a basis other than the basic rate;
 - If the agreement after the adoption is filed, how consumers can consult these;
 - How the consumer before the conclusion of the agreement by him popular acts can get informed, and the way he can recover before the contract is concluded;
 - Any language which, in addition to Dutch, the contract may be entered;
 - The conduct of behavior to which Cheyenne Smaal Inspirational Speaking is subject and the way the consumer can consult this behavior by electronic form; and
 - The minimum duration of the contract on distance contract in the event of a contract that involves the continuous or periodic supply of products or services.

Article 3: The agreement

1. The agreement is, subject to the provisions of paragraph 4, concluded at the time when the consumer accepts the offer and meet the corresponding conditions.
2. If the consumer has accepted the offer electronically Cheyenne Smaal Inspirational Speaking confirms immediate by electronic way the receipt of acceptance of the offer. Until receipt of this acceptance has not been confirmed, the consumer may rescind the contract.
3. If the agreement is created electronically, the trader will take appropriate technical and organizational measures to protect the electronic transfer of data and he will ensure a secure web environment. If the consumer can pay electronically, the operator will take appropriate safety precautions.
4. Cheyenne Smaal Inspirational Speaking reserves the right not to accept orders without giving any reason, or only under different conditions. If the contract only can be performed under different conditions, the consumer has the right to cancel the contract without charge.

Article 4: Modification of the Agreement

1. If during the execution of the agreement shows that for a proper execution it is necessary to modify or supplement the work to be done, both parties shall change the contract accordingly on time and in good consultation with each other.
2. If the parties agree that the Agreement is amended or supplemented, the time of completion of the implementation can be affected. Cheyenne Smaal Inspirational Speaking will as soon as possible inform the consumers.
3. If the amendment or supplement have financial and/or qualitative consequences, Cheyenne Smaal Inspirational Speaking will inform the consumers in advance. If a fixed fee has been agreed, Cheyenne Smaal Inspirational Speaking must indicate to what extent the amendment or supplement to the agreement will increase the fee.
4. Notwithstanding paragraph 3 Cheyenne Smaal Inspirational Speaking will not be able to charge additional costs if the change or addition is the result of circumstances attributable to Cheyenne Smaal Inspirational Speaking .

Article 5: Sign-in Name, Password, Account

THIS ARTICLE IS NOT APPLICABLE AT THIS MOMENT!

1. During the first registration process of a purchase we will automatic create an account, which includes a sign-in name and a password to you can log-in in the future (“Unique Identifiers”). You will receive a email with your unique identifiers.
2. When making the purchase you must provide true, accurate, current, and complete information.
3. Each sign-in name and corresponding password can be used by only one registered user, and sharing your access credentials with others (especially if they are using your credentials to access our proprietary content as defined in article 6) is a material breach of this agreement.
4. You are solely responsible for the confidentiality and use of your sign-in name and password, as well as for any use or misuse. You will promptly inform us of any need to deactivate a password or sign-in name.
5. We reserve the right to delete or change your password or sign-in name or unique identifier at any time and for any reason and shall have no liability to you for any loss or damage caused by such action.

Article 6: Intellectual Property

1. The Websites contain material, such as videos, coursework, lesson plans, training modules, photographs, text, graphics, images, sound recordings, and other material provided by Cheyenne Smaal Inspirational Speaking and/or Cheyenne Smaal.
2. The Content is owned by us and protected by law. Unauthorized use of the content may violate copyright, trademark, and other laws.
3. Visitors may view all publicly-available content for their own personal, non-commercial use.
4. Registered Users who have purchased any product or service, may download onto their own machines and view any content contained in such purchased product or service for their own personal, non-commercial use.
5. Other than as expressly set forth in article 7.2 and 7.3, you have no other rights in or to the content. No other use is permitted without the prior written consent of Cheyenne Smaal.
6. Cheyenne Smaal retains all rights including all intellectual property rights, in and to the content. You may not sell, transfer, assign, license, sublicense, or modify the content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the content in any way for any public or commercial purpose.
7. The use or posting of the content on any other website, social media page, or in a networked computer environment for any purpose is prohibited.
8. If you violate any part of this agreement, your permission to access and/or use the content and the websites automatically terminates and you must immediately destroy any copies you have made of the content. None of the content may be retransmitted without our express, written consent for each and every instance.

Article 7: Delivery and implementation

1. Cheyenne Smaal Inspirational Speaking will take the utmost diligence in the acceptance and implementation of orders and products in assessing applications for the provision of services.

2. All by Cheyenne Smaal Inspirational Speaking in the Shop named (delivery) dates are approximate and are determined on the basis of the information and circumstances known by Cheyenne Smaal Inspirational Speaking when entered the agreement. Quoted delivery times will never be regarded as a deadline. If a change of information and/or conditions, regardless of the foresee ability thereof, delays the delivery date accordingly. In late delivery, you have to notice in writing the failure of Cheyenne Smaal Inspirational Speaking to deliver whereby Cheyenne Smaal Inspirational Speaking must get a reasonable time to deliver.
3. Exceeding the Cheyenne Smaal Inspirational Speaking delivery times, from any cause whatsoever, will never entitle the consumer to compensation or non-fulfillment of any breach of its obligation under the relevant agreement or a related agreement.
4. Where Cheyenne Smaal Inspirational Speaking dissolves the order entirely or partially it is entitled to the unpaid portion of the delivered goods to take back. Dissolution and/or take back will not devolves the right of Cheyenne Smaal Inspirational Speaking on damages.
5. Exceeding the maximum delivery time of 30 days you have the right to terminate the contract without charge. You will need to send an email or letter to Cheyenne Smaal Inspirational Speaking. Any payments already made in that case will be returned to you within 30 working days after notification.
6. The risk of damage and/or loss of products based to the time of delivery to the consumers lies in the hand of the business, unless otherwise expressly agreed.

Article 8: Right of withdrawal

1. After the consumer received his/her product, the consumer has the power to cancel the agreement with Cheyenne Smaal Inspirational Speaking within fourteen (14) days after receiving the product. Consumers do not have to give a reason for this.
2. If the consumer wants to dissolve the agreement pursuant to article 8.1, the consumer has to inform Cheyenne Smaal Inspirational Speaking in writing (via e-mail or letter) of his intending. The consumer needs to send the product - after consultation with Cheyenne Smaal Inspirational Speaking - to a return address determined by Cheyenne Smaal Inspirational Speaking. This should be done in the original, undamaged packaging. Opened packages are not reversed, opening the package means that the product or products are to be maintained. Consumers should bear the costs and risk for shipment.

3. If the consumer has already made payments at the time the consumer revokes the agreement with Cheyenne Smaal Inspirational Speaking by article 8.1 and 8.2 of this Purchase Terms, Cheyenne Smaal Inspirational Speaking will reimburse these payments within fourteen (14) days after Cheyenne Smaal Inspirational Speaking receives the returned product by the consumer. Cheyenne Smaal Inspirational Speaking reserves the right to return products or to take only a portion of the amount already paid by credit when it is suspected that the product has been opened, used or when consumer debt (other than Cheyenne Smaal Inspirational Speaking or the supplier of the product) is damaged.
4. If a product is returned and in the opinion of Cheyenne Smaal Inspirational Speaking is damaged by an act or omission due to the consumer or is otherwise at risk for the consumers, Cheyenne Smaal Inspirational Speaking will inform the consumer in writing (via letter or e-mail) of this. Cheyenne Smaal Inspirational Speaking is entitled to the depreciation of the product as a result of this damage from the consumer to repay the amount due.
5. Your Right of Withdrawal is not applicable to online courses or downloadable products. Of course you are always entitled to exercise your right to complain see *article 14*.

Article 9: Price and -changes

1. All by Cheyenne Smaal Inspirational Speaking communicated prices are expressed in Euro's and are inclusive of Value Added Tax (VAT), unless otherwise stated, and exclusive of any other statutory or other mandatory government charges unless otherwise stated.
2. Offers valid while supplies last.
3. Cheyenne Smaal Inspirational Speaking is not bound by its offer if there is pressure, starch or bugs in its catalogs, mailings or on the Web shop. Obvious errors may even after the completion of the agreement corrected by Cheyenne Smaal Inspirational Speaking.
4. Delivery outside the Netherlands are at different rates. Certain payment methods apply additional conditions relating to the delivery method and the associated costs. The prices are based on the offer during the current prices, rates, wages, taxes, duties, charges, freight, etc. If after confirmation of the above factors a change occurs, it is agreed that Cheyenne Smaal Inspirational Speaking change the price accordingly, as far as this is not prohibited by law, and regardless of whether the change Cheyenne Smaal Inspirational Speaking was foreseeable at the time of concluding the agreement.

5. There are no delivery costs for online courses and downloadable products.
6. Changes to the agreed price entitles you to cancel the order or the agreement within ten (10) days after notice of the increase by Cheyenne Smaal Inspirational Speaking.
7. Discounts and other (price) Agreements are limited in time and apply for a single agreement. No rights can be derived from this for other agreements.

Article 10: Payment

1. Unless otherwise agreed, delivery will only take place by payment in advance.
2. If the consumer does not have paid the bill of Cheyenne Smaal Inspirational Speaking within 14 days after payment, the consumer is in default. In that case, all claims of Cheyenne Smaal Inspirational Speaking on the consumer are due immediately.

Article 11: Warranty

1. The warranty is determined by applicable law, which, in case of defective consumer goods we first want to swap the products. If the swap product is also defective, you can return the products to refund the full purchase price (excluding shipping). *See also Article 8.*
2. The websites and the content are provided on an "as is" and "as available" basis without any warranties of any kind, including that the websites will operate error-free or that the websites, their servers, or the content are free of computer viruses of similar contamination or destructive features.
3. The websites may contain technical inaccuracies or typographical errors or omissions. Unless required by applicable laws, we are not responsible for any such mentioned errors. We reserve the right to make changes, corrections and/or improvements to the websites at any time without notice.

Article 12: Retention

1. All the consumer goods, online courses and downloadable products remain the property of Cheyenne Smaal Inspirational Speaking until full payment of all amounts, including costs, payable by the consumer under the agreement for services rendered or to goods or services performed or to be undertaken, and to respect of claims for the failure to comply with that agreement.

2. The consumer is bound for careful handling of goods, to have and lacks the right goods other than the written permission of Cheyenne Smaal Inspirational Speaking, to encumber or to borrow and/or on this (stationary) pledge to establish, as long as consumers fully have met its obligations to Cheyenne Smaal Inspirational Speaking.
3. Where Cheyenne Smaal Inspirational Speaking dissolves the order entirely or partially it is entitled to the unpaid portion of the delivered goods to take back. Dissolution and/or take back leaves the right for Cheyenne Smaal Inspirational Speaking on compensation.

Article 13: Force Majeure

1. If in case of force majeure Cheyenne Smaal Inspirational Speaking cannot fulfill its obligations to the consumer, the fulfillment of the obligations is suspended for the duration of the force majeure.
2. In event of Force Majeure, the consumer has no right to any (non-) Payment, even as Cheyenne Smaal Inspirational Speaking has any advantage due to the force majeure.
3. Cheyenne Smaal Inspirational Speaking will as soon as possible notify consumers in case of a (threatened) force majeure.

Article 14: Defects; Complaint deadline

1. Complaints about the work of (supply) of products should be reported in writing to Cheyenne Smaal Inspirational Speaking by the consumer within eight days after discovery, but within thirty days after completion of the work concerned or (delivery) of products.
2. If a complaint is valid Cheyenne Smaal Inspirational Speaking will still do the work or supply the products as agreed, unless otherwise agreed.

Article 15: Applicable law

1. On all agreements between the consumer and Cheyenne Smaal Inspirational Speaking the Dutch law applies.