General Terms and Conditions

Realeyezation | Atelier Ernya

A place for personal growth, creativity, nature and connection.

Version: 8 November 2026

Article 1. General Provisions and Applicability

1. These General Terms and Conditions apply to all services and products offered by Realeyezation, including Atelier Ernya, represented by Ernya Hilton-de Kooter.
2. These include coaching and training programmes, courses, painting and drawing lessons, workshops, corporate assignments, books, original artworks, art rentals and commissioned artworks.
3. By entering into an agreement, placing an order or registering for an activity, the customer acknowledges having been given the opportunity to read these Terms and Conditions.
4. The statutory rights of consumers remain fully applicable.
5. Any arrangements that differ from these Terms and Conditions shall be agreed upon in writing in advance.

Article 2. Personal Guidance and Mutual Commitment

Ernya Hilton-de Kooter undertakes to provide coaching, training programmes, courses and workshops to the best of her ability, with professionalism, care and personal attention.

Guidance is based on mutual respect, trust, involvement and open communication.

Participants and clients are expected to take responsibility for their own personal development and to engage in the agreed programme to the best of their ability.

Personal development is different for everyone. Therefore, no guarantee can be given regarding specific results or predetermined changes.

During the guidance process, there is room to openly discuss questions, doubts and any concerns or dissatisfaction.

Article 3. Confidentiality and Privacy

All personal information shared during coaching and other forms of guidance is treated with the utmost care and confidentiality.

Ernya Hilton-de Kooter respects the privacy and personal circumstances of clients and participants.

Personal data is processed in accordance with the General Data Protection Regulation (GDPR) and the Privacy Policy of Realeyezation | Atelier Ernya.

Personal data will not be sold. Disclosure to third parties will only take place where there is a valid legal basis.

No personal client files or written records of coaching sessions are maintained. Only information necessary for appointments, communication, payments and legal obligations is retained.

Where identifiable personal stories, experiences or creative expressions are used for publications, educational purposes, research, books or the website, separate prior consent will be requested unless another lawful basis applies.

Clients may request access to, correction of or deletion of their personal data. Such requests will be handled in accordance with applicable data protection legislation.

Article 4. Coaching and Individual Sessions

1. Coaching is intended to support self-awareness, personal development, emotional support and the discovery of new insights.
2. Coaching does not replace necessary medical, psychological or psychiatric treatment.
3. Appointments are arranged and confirmed by mutual agreement.
4. Individual appointments may be rescheduled or cancelled free of charge up to 48 hours before the scheduled start, unless otherwise agreed in writing.
5. For cancellations made less than 48 hours in advance, a reasonable fee may be charged for reserved time and demonstrable expenses, subject to the client's statutory rights.
6. If Ernya Hilton-de Kooter is unable to attend an appointment, a new appointment will be arranged by mutual agreement. If continuation is not possible, payment for sessions not yet provided will be refunded.
7. In the event of a personal emergency, clients may contact Ernya Hilton-de Kooter using the usual contact details. Continuous availability or emergency crisis services are not provided. In urgent situations, the appropriate emergency services should be contacted.

Article 5. Courses, Workshops and Painting Lessons

5.1 Registration

Registration for courses, workshops and painting lessons may take place through the contact form, online calendar, email or telephone.

After registration, participants receive confirmation of the agreed arrangements.

Information regarding content, fees, location, duration and any special requirements will be provided in advance.

5.2 Participation

Where possible, Atelier Ernya works with small groups to allow for individual attention and guidance.

Participants are encouraged to work at their own pace and according to their own abilities.

Previous experience in painting or drawing is only required when explicitly stated in the activity description.

5.3 Payment

Participation fees are communicated in advance.

Payment must be made according to the agreed payment method and deadline. Cash payments are possible when agreed beforehand.

An invoice will be provided upon request. An invoice will always be issued where legally required.

5.4 Cancellation and Make-up Lessons

Participants who are unable to attend are requested to notify Atelier Ernya as soon as possible by telephone or email.

Individual painting or drawing lessons may generally be cancelled or rescheduled free of charge up to 48 hours in advance.

In the event of a later cancellation, a reasonable fee may be charged, taking into account the agreed arrangements, expenses incurred and the possibility of offering the reserved place to another participant.

For ongoing painting and drawing courses, a make-up lesson may be arranged by mutual agreement.

Make-up lessons should preferably take place within the same month or during an available Open Studio Day.

Make-up lessons depend on availability and must be arranged in advance.

Separate cancellation arrangements may apply to multi-day courses and workshops, provided they are clearly communicated before registration.

All statutory withdrawal and termination rights remain applicable.

Article 6. Cancellation or Changes by Atelier Ernya

Realeyezation | Atelier Ernya reserves the right to cancel a course, workshop or training programme due to insufficient enrolment, illness, force majeure or other compelling circumstances.

Participants will be informed as soon as possible, preferably at least five working days before the scheduled start whenever circumstances allow.

Where possible, an alternative date or suitable activity will be offered.

If a participant does not accept the proposed alternative, fees paid for services not provided will be refunded.

If a course cannot be completed, an appropriate alternative or proportionate refund will be offered by mutual agreement.

A voucher may be offered but will not be imposed instead of a refund that is legally due without the participant's consent.

Article 7. Nature Workshops and Outdoor Activities

Workshops and activities held in nature depend on weather conditions and participant safety.

In unsafe conditions, such as storms, thunderstorms or other hazardous weather, Ernya Hilton-de Kooter may decide to reschedule an activity.

When necessary, this decision may be made within twelve hours of the scheduled start.

A new date or suitable alternative location will be proposed in consultation with participants.

Where a substantial change is unsuitable and the participant does not accept it, the participant is entitled to a refund for the services not provided, insofar as required by law.

Participants are requested to wear suitable clothing and footwear and to take outdoor conditions into consideration.

Article 8. Corporate Assignments and Training Programmes

For corporate assignments, business workshops, training programmes and guidance programmes, a quotation will be prepared in advance.

The quotation remains valid for fourteen days unless otherwise stated.

Following written acceptance, the agreement will be confirmed, including its content, schedule, price, payment conditions and any additional arrangements.

As corporate programmes are often tailored to specific needs, expectations and objectives will be discussed in advance.

Ernya Hilton-de Kooter undertakes to provide services professionally and carefully but cannot guarantee a specific outcome.

Where parties exchange or process personal data, their respective responsibilities under the GDPR will be established in advance. A data processing agreement will be concluded where legally required.

Additional cancellation conditions may be agreed upon in writing for corporate clients.

Article 9. International Workshops and Courses

For workshops, courses and training programmes held abroad, separate arrangements will be made in advance regarding location, participation fees, travel expenses, accommodation and cancellation.

Cancellation conditions will be communicated before registration.

Cancellation up to two weeks before the start may be free of charge where this has been explicitly agreed for the activity concerned.

For later cancellations, reasonable, demonstrable and legally permitted costs may be charged.

Separate travel and accommodation agreements are subject to the terms of the relevant providers. Where an arrangement qualifies as a package holiday or linked travel arrangement, additional statutory regulations may apply.

Article 10. Sale of Books

Realeyezation | Atelier Ernya publishes books and other creative publications.

The book *Kabouterfluisteringen* is offered at a price of €27.95 per copy, excluding any shipping costs.

Prices for future publications will be stated alongside the relevant product.

Books may be ordered through an order form or directly by mutual agreement.

Buyers will receive confirmation of their order, total costs, payment arrangements and expected delivery.

Books are carefully packaged and dispatched.

For distance purchases, the statutory fourteen-day right of withdrawal generally applies from the date of receipt.

Article 11. Sale of Original Artworks

The paintings and artworks of Atelier Ernya are personal creations in which expression, intuition and artistic freedom play an essential role.

Each original artwork is unique.

Before purchasing, buyers will receive information about dimensions, materials, purchase price and any shipping costs.

Actual colours may differ slightly from those displayed on a screen.

For existing artworks purchased at a distance, the statutory right of withdrawal generally applies.

Where artworks are collected in person, payment and collection arrangements will be confirmed in advance.

Article 12. Commissioned Artworks

12.1 Personal Arrangements

For commissioned paintings or drawings, the client's wishes will be discussed in advance.

These may include the subject, colours, symbolism, dimensions, materials and desired atmosphere.

The agreed specifications, price, payment terms and expected completion date will be confirmed in writing.

12.2 Artistic Freedom

Commissioned artworks are created with personal attention and artistic freedom, within the agreed specifications.

An artistic interpretation does not necessarily have to correspond exactly to an initially proposed image, but the completed artwork must comply with the agreed specifications and what the buyer may reasonably expect.

12.3 Deposit

A deposit of 50% of the agreed purchase price may be requested for commissioned artworks, insofar as permitted by law.

The remaining balance is payable according to the agreed payment arrangements.

12.4 Cancellation

For artworks specifically created according to the buyer's personal specifications, the statutory right of withdrawal for distance purchases may be excluded.

Where this exception applies, the buyer will be clearly informed before entering into the agreement.

For cancellations outside any applicable statutory right of withdrawal, work already completed, materials used and the agreed arrangements will be taken into account.

Any cancellation fees must be reasonable, demonstrable and in accordance with applicable law.

12.5 Completion and Delivery

The client will be informed when the artwork is completed.

The artwork will be collected, personally delivered or carefully shipped according to the agreed arrangements.

Article 13. Rental of Artworks

Artworks may only be rented where separate written arrangements have been made.

The rental agreement will specify:

- The artwork concerned
- The rental period and rental fee
- The location where the artwork will be displayed
- Transport and insurance arrangements
- Responsibilities in the event of damage or loss
- Conditions for returning the artwork

Copyright remains with the artist unless otherwise agreed in writing.

Article 14. Prices, Payment and Invoicing

All prices are stated in euros and include any applicable VAT.

Any shipping costs, material expenses or other additional charges will be clearly communicated in advance by email for the customer's approval.

Consumers will not be required to pay more in advance than legally permitted.

Different payment arrangements may apply to corporate customers.

For supplies to businesses in other EU countries, the applicable VAT treatment will be determined in accordance with current tax legislation.

Price changes will be published on the website and will generally apply to new agreements. Existing agreements will not be changed unilaterally unless this has been lawfully agreed.

Obvious pricing errors will be corrected as soon as possible, with due respect for the customer's statutory rights.

Article 15. Shipping and Delivery

Books and artworks are carefully packaged and shipped.

Shipping costs depend on dimensions, weight, destination and the protection required.

Any packaging or administrative fees will be clearly included in the total price or separately disclosed as additional costs before purchase.

International shipments may involve longer delivery times and additional costs.

The expected delivery period will be communicated in advance. Where no other delivery period has been agreed, statutory delivery deadlines apply.

For deliveries to consumers, the risk of loss or damage generally remains with Realeyezation | Atelier Ernya until the buyer or a person designated by the buyer receives the product.

Article 16. Right of Withdrawal for Distance Purchases

Consumers purchasing books or existing artworks at a distance generally have fourteen days from receipt of the product to withdraw from the purchase without giving a reason.

Following notification of withdrawal, the consumer has a further fourteen days to return the product.

Direct return shipping costs are borne by the buyer, provided this was communicated before the purchase.

In the event of full withdrawal, the purchase price and original standard delivery charges will be refunded in accordance with applicable law.

Refunds will be made within fourteen days of receiving the withdrawal notification. Repayment may be withheld until the product has been received or proof of return has been provided, whichever occurs first.

The buyer may inspect the product as would be possible in a physical shop. If the product has been handled beyond what is necessary for such inspection, compensation for diminished value may be charged under the conditions prescribed by law.

The right of withdrawal does not apply where a statutory exception exists, including certain artworks made specifically according to the buyer's personal specifications.

Withdrawal may be communicated by email to ernya@msn.com, using the model withdrawal form, or through the legally required online withdrawal function where applicable.

Article 17. Cooling-off Period for Coaching, Courses and Workshops

For service agreements concluded at a distance, consumers generally have a statutory cooling-off period of fourteen days from the date the agreement is concluded.

Certain activities, including specific leisure activities scheduled for a particular date or period, may be subject to statutory exceptions.

Where a service begins during the cooling-off period at the consumer's request, the legally required arrangements will be made in advance regarding commencement, any payment due for services already performed and the possible loss of the right of withdrawal once the service has been fully performed.

Outside the statutory cooling-off period, the agreed cancellation and termination conditions apply insofar as permitted by law.

Article 18. Copyright and Intellectual Property

All original texts, stories, poems, illustrations, paintings, course materials and other creative works of Realeyezation | Atelier Ernya are protected by copyright insofar as they meet the relevant legal requirements.

Purchasing a book or artwork does not transfer copyright ownership.

Protected works may not be commercially reproduced, published or distributed without prior permission, except where permitted by law.

Copyright also remains with the creator when an artwork is sold or rented, unless otherwise agreed in writing.

Article 19. Complaints and Disputes

Realeyezation | Atelier Ernya considers it important that participants, clients and buyers feel heard and respected.

Questions, complaints or concerns may be submitted directly to ernya@msn.com.

Every effort will be made to handle complaints carefully and find an appropriate solution.

If a complaint cannot be resolved through mutual consultation, the parties may use the applicable statutory dispute resolution procedures.

Article 20. Liability

Participants and clients remain responsible for their own decisions and behaviour, insofar as the law does not provide otherwise.

Participants are expected to handle materials, surroundings and other people with care.

Realeyezation | Atelier Ernya undertakes to conduct its activities carefully and safely.

Liability will be assessed in accordance with applicable law and the circumstances of the case.

Nothing in these Terms and Conditions excludes liability for damage where such exclusion is prohibited by law.

Article 21. Amendments and Applicable Law

Realeyezation | Atelier Ernya reserves the right to amend these General Terms and Conditions for future agreements.

Existing agreements remain subject to the Terms and Conditions applicable when the agreement was entered into, unless otherwise lawfully agreed.

These agreements are governed by Dutch law, without prejudice to any mandatory consumer protection rules that may apply.

Article 22. Business Details

Realeyezation | Atelier Ernya

Ernya Hilton-de Kooter

Email: ernya@msn.com

Business and return address: Duiveland 13, 2716 BL Zoetermeer, the Netherlands

Chamber of Commerce (KvK) registration number: 27313479

Tax identification number: NL00139715B78

Other legally required business information is published on the website.

At Atelier Ernya, everything begins with care, trust, creativity and connection. Whether you come to grow, explore, paint or take home a special book or artwork, every encounter and every creation deserves attention and respect.