Terms and Conditions of InnerCave

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Chapter 1: Definitions and Applicability

1.1 Definitions

Unless otherwise clear from the context, the following terms are defined as follows:

- "Truffle Ceremony": A guided ceremony using Magic Truffles for spiritual, therapeutic, or personal growth purposes.
- "Jeff Flohr Practice": Refers to the entity or individual organizing and guiding the truffle ceremony, based in Oeffelt, the Netherlands.
- "Magic Truffles": Refers to the sclerotia of certain mushroom species (e.g., Psilocybe Atlantis) containing psilocybin, used during the truffle ceremony.
- "Participant" or "Client": The individual participating in the truffle ceremony, including anyone entering into an agreement with Jeff Flohr Practice.
- "Terms": These general terms and conditions applicable to the truffle ceremony and the relationship between Jeff Flohr Practice and the client.
- "Parties": Refers jointly to both Jeff Flohr Practice and the client.

- "Written": Includes communication recorded on paper or transmitted electronically, such as emails.
- "Law": Refers to applicable Dutch laws and regulations governing the truffle ceremony and the relationship between Jeff Flohr Practice and the client.

1.2 Applicability

- 1 These terms apply to all truffle ceremonies organized and guided by Jeff Flohr Practice.
- 2 By participating in a truffle ceremony, the client agrees to these terms.
- 3 Any deviations from these terms are valid only if agreed upon in writing by both parties.
- 4 The applicability of any client-provided general terms is explicitly rejected unless agreed otherwise in writing.
- 5 In case of conflict between these terms and any other agreement between the parties, these terms shall prevail unless stated otherwise in writing.
- 6 Jeff Flohr Practice reserves the right to amend these terms unilaterally. Amendments will take effect after written notification to the client.
- 7 If any provision of these terms is deemed invalid or unenforceable by a competent court, the remaining provisions shall remain in full force and effect.

1.3 Payment Terms

- 1 The client is required to pay for the truffle ceremony in full and on time unless agreed otherwise in writing.
- 2 Payments must be made using the methods specified by Jeff Flohr Practice.
- 3 Failure to pay on time may result in the cancellation or postponement of the client's participation in the ceremony, with no liability to Jeff Flohr Practice.
- 4 In case of client cancellation, a cancellation fee of 20% of the total amount will be charged and is non-refundable.
- 5 Clients leaving the truffle ceremony early for any reason are not entitled to a refund.
- 6 All stated prices include VAT unless indicated otherwise.
- 7 If the client defaults on payment, they are considered in breach of contract, and Jeff Flohr Practice is entitled to charge interest and collection fees.
- 8 Jeff Flohr Practice reserves the right to unilaterally change prices and payment terms, effective after written notification to the client.

Chapter 2: Risks and Contraindications

2.1 Risks of the Truffle Ceremony

- 1 Participation in the truffle ceremony involves certain risks, both physical and mental. This includes but is not limited to changes in perception, emotions, and awareness, which can vary from person to person.
- 2 The effects of the truffle ceremony can be intense and may lead to unpredictable reactions, such as anxiety, confusion, disorientation, or heightened awareness of physical sensations.
- 3 There is a possibility of overwhelming experiences, such as intense emotions or reliving traumatic memories. It is important that the client is aware of these potential effects and is prepared to manage them.
- 4 The truffle ceremony may cause physical reactions such as dizziness, nausea, increased heart rate, or temporary disorientation. These reactions can vary depending on the individual's health condition and any medication use.
- 5 The use of truffles is not suitable for individuals with certain medical conditions, such as heart diseases, psychotic disorders, severe depression, or a history of psychiatric disorders. It is crucial that the client understands these contraindications and determines whether they apply to them.

2.2 Contraindications for Participation

- 1 The truffle ceremony is not suitable for individuals with certain medical conditions or who use specific medications. The following contraindications may apply:
- Severe cardiovascular diseases, such as recent heart attack, heart failure, or severe arrhythmias.
- Severe psychotic disorders, such as schizophrenia or bipolar disorder.
- Severe depression or suicidal tendencies.
- History of severe psychiatric conditions, such as psychosis or mania.
- Use of certain medications, such as antidepressants, antipsychotics, or monoamine oxidase inhibitors (MAOIs).
- Pregnancy or breastfeeding.
- 2 If the client has any doubts about their suitability to participate due to medical reasons, it is recommended to consult a medical professional before the ceremony.

3 The client declares that none of the above contraindications apply to them and that they are aware of the potential risks associated with participation in the truffle ceremony.

Chapter 3: Client Responsibility

3.1 Acknowledgement of Risk

- 1 The client acknowledges that they have been fully informed of the risks associated with participation in the truffle ceremony guided by Jeff Flohr Practice.
- 2 The client understands that the use of Magic Truffles can cause physical, mental, and emotional reactions that vary between individuals. The client accepts that these reactions are unpredictable and that participation involves risk.
- 3 The client agrees that Jeff Flohr Practice cannot be held liable for any form of injury, damage, loss, or consequences arising from their participation in the truffle ceremony. The client accepts full responsibility for their own well-being.
- 4 The client acknowledges that Jeff Flohr Practice will make every effort to provide a safe and supportive environment during the ceremony. However, the client understands that no guarantees can be made regarding the results, effects, or outcomes of the ceremony.
- 5 The client declares that they have truthfully completed the medical questionnaire and have not withheld any medical information. Additionally, they confirm that they are not under the influence of medications, drugs, or alcohol at the start of the ceremony.
- 6 The client acknowledges that providing truthful medical information is essential for ensuring their safety during the ceremony.

Chapter 4: Measures and Obligations

4.1 Safety Measures During the Ceremony

- 1 Jeff Flohr Practice will take appropriate safety measures to ensure a secure environment during the truffle ceremony.
- 2 The ceremony will be guided by experienced facilitators with the necessary knowledge and expertise in truffle experiences.
- 3 The ceremony will take place in a specially prepared space that meets required safety standards and ensures a calm and comfortable environment.
- 4 Each participant will receive personal attention and guidance to ensure a safe and supportive experience.

5 Clients will be screened beforehand to identify contraindications and risk factors. Appropriate measures will be taken to ensure the safety of participants.

Chapter 6: Payment and Cancellation

6.1 Payment Terms

- 1 The client must pay the full amount for the truffle ceremony as specified in the confirmation email or agreed during the booking process.
- 2 Payment must be made in advance unless otherwise agreed in writing.
- 3 If payment is not received five days before the ceremony, Jeff Flohr Practice reserves the right to cancel the client's participation.
- 4 Payments must be made in the currency specified by Jeff Flohr Practice.

6.2 Cancellation Terms

- 1 If the client wishes to cancel their participation, this must be done at least 48 hours prior to the scheduled start of the ceremony.
- 2 Cancellations must be submitted in writing, via email or other written communication channels.
- 3 Cancellations within 48 hours before the start of the ceremony are non-refundable.
- 4 Cancellations more than 48 hours before the ceremony entitle the client to an 80% refund of the paid amount.
- 5 Jeff Flohr Practice reserves the right to cancel or reschedule the ceremony in cases of unforeseen circumstances, force majeure, or other reasons beyond its control. In such cases, reasonable efforts will be made to arrange an alternative date or solution.

Chapter 7: Miscellaneous Provisions

7.1 Dispute Resolution

- 1 In case of a dispute between Jeff Flohr Practice and the client regarding the truffle ceremony or these terms, both parties will attempt to resolve the issue through mutual agreement.
- 2 If the dispute cannot be resolved amicably, it will be submitted to the competent court in the jurisdiction where Jeff Flohr Practice is established.

7.2 Applicable Law

1 Dutch law exclusively applies to the truffle ceremony and these terms.

7.3 Amendments to the Terms

- 1 Jeff Flohr Practice reserves the right to modify these terms at any time.
- 2 Amended terms will take effect once they are published on the website of Jeff Flohr Practice or communicated in writing to the client.

7.4 Final Provisions

- 1 If any provision of these terms is deemed invalid or unenforceable, the remaining provisions shall remain in full effect.
- 2 Failure to exercise any right or enforce any provision by Jeff Flohr Practice does not constitute a waiver of such rights or provisions unless explicitly stated otherwise in writing.