Terms and Conditions

Kroos Wilde Natuureducatie

Last updated: October 2026

Business Details

Business name: Kroos Wilde Natuureducatie
Owner: Roos Konings
Registered address: Breedschotsestraat 10A, Rijsbergen, the Netherlands
Chamber of Commerce (KvK) number: 66108136
VAT number: NL002377112B94
Email: kroosinfo@gmail.com
Website: www.roosvankroos.nl

By placing an order or making a booking, the customer agrees to these Terms and Conditions, provided that the customer has been given a reasonable opportunity to review and retain them before or at the time the agreement is concluded.

Article 1. Definitions

For the purposes of these Terms and Conditions, the following definitions apply:

- **Business:** Kroos Wilde Natuureducatie, a sole proprietorship operated by Roos Konings.
- **Customer:** any natural person or legal entity entering into an agreement with the Business.
- **Consumer:** a natural person acting for purposes outside their trade, business, craft or profession.
- **Participant:** any person taking part in an activity organised by the Business.
- **Client:** the customer booking a service or event, whether for themselves or on behalf of other participants.
- **Services:** including guided foraging walks, workshops, courses, excursions, tastings, private events and corporate events.
- **Products:** physical and digital products offered by the Business through its website or by other means.
- **Agreement:** any agreement between the Business and the Customer concerning the provision of a product or service.
- **In writing:** communication by letter or email, unless expressly stated otherwise.

Article 2. Applicability and Availability

2.1. These Terms and Conditions apply to all offers, orders, bookings and agreements entered into with Kroos Wilde Natuureducatie, unless otherwise agreed in writing.

2.2. These Terms and Conditions shall be made available to the Customer before or at the time the Agreement is concluded, in a manner that allows the Customer to save and access them at a later date. Upon request, they shall be provided free of charge by email or in hard copy.

2.3. For online bookings and orders, the Customer shall be able to consult and download these Terms and Conditions. The Customer must actively accept them before completing the booking or order.

2.4. For private events and business assignments, these Terms and Conditions shall be provided by email or made available by another appropriate means before or at the time the Agreement is concluded.

2.5. If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. Where possible, the invalid or unenforceable provision shall be replaced by a valid provision that reflects its original purpose as closely as reasonably possible.

2.6. If any provision conflicts with mandatory consumer protection law, the applicable mandatory legal provisions shall prevail.

Article 3. Offers and Formation of the Agreement

3.1. All offers are non-binding unless expressly stated otherwise.

3.2. Obvious errors, mistakes or inaccuracies in an offer, price or publication shall not bind the Business.

3.3. An Agreement is concluded when the Customer places an order or booking and the Business accepts it, or when the Business confirms the Agreement in writing. For online bookings, confirmation may be sent automatically.

3.4. For bespoke assignments, private events and corporate bookings, additional arrangements may be made regarding the content, date, location, group size, price and payment. Such arrangements shall be recorded in writing.

3.5. Prices are stated in euros. Where applicable, it shall be clearly indicated whether prices include or exclude VAT.

PART A – SERVICES

Article 4. Performance of Services

4.1. The Business shall perform the agreed Services to the best of its knowledge and ability, exercising the degree of care reasonably expected of a diligent service provider.

4.2. The programme of a walk, workshop, course or event may be amended in minor respects where circumstances reasonably require such changes. The essential nature and principal characteristics of the activity shall be preserved as far as reasonably possible.

4.3. If a necessary change materially affects the essential characteristics of the activity, the Business shall inform the Customer as soon as reasonably possible and, depending on the circumstances, offer a suitable alternative, rescheduling or a refund for the part of the activity that is not provided.

4.4. The Business may engage guest instructors, partners or other specialists to perform the Services. This shall not affect the Business's obligations under the Agreement.

4.5. Information and guidance provided during activities are educational in nature and do not constitute medical, pharmaceutical, therapeutic or individualised nutritional advice.

Article 5. Liability, Risks and Personal Responsibility

5.1. Participation in walks, workshops, courses, excursions, tastings and other activities organised by Kroos Wilde Natuureducatie is at the Participant's own risk, to the extent permitted by law.

5.2. Each Participant is responsible for assessing whether participation is appropriate in light of their own health and physical condition. Before the activity begins, the Participant shall inform the Business of circumstances reasonably relevant to safe participation, insofar as such information is necessary for the safe performance of the activity.

5.3. Participants are responsible for disclosing relevant allergies and intolerances and for assessing potential risks associated with medication or other personal health circumstances. The Business cannot guarantee that tastings or food preparation are entirely free from the risk of cross-contamination or allergic reactions.

5.4. All information, knowledge, instructions and advice provided during activities, courses, workshops, publications, digital products and other communications by the Business are for educational purposes only. They do not replace professional medical, pharmaceutical, nutritional or therapeutic advice.

5.5. Each Participant remains responsible for identifying, collecting, processing, preparing, storing and consuming wild plants, herbs, fruits, mushrooms and other natural products, particularly where these activities take place outside the direct supervision of the Business. If there is any doubt about the identification or safety of a natural product, the Participant must not collect or consume it.

5.6. To the extent permitted by law, the Business shall not be liable for damage, injury, illness, poisoning, allergic reactions or other consequences arising from a Participant's own actions or decisions, including:

- failure to follow warnings or safety instructions;
- incorrect identification, collection, processing, preparation or storage of natural products;
- consumption or use of natural products outside the direct supervision of the Business;
- incorrect application of information provided;
- failure to disclose relevant health information necessary for safe participation;
- conduct in breach of applicable laws or regulations.

5.7. Each Participant is responsible for complying with applicable laws and regulations, including rules governing the collection of plants and mushrooms, access to land and the protection of species and natural areas.

5.8. Participants are responsible for their personal belongings. To the extent permitted by law, the Business shall not be liable for the loss, theft or damage of personal belongings, except where the loss or damage is attributable to the Business and exclusion of liability is not legally permitted.

5.9. To the extent permitted by law, the Business shall not be liable for indirect loss, consequential loss, loss of profits, loss of anticipated savings or other financial loss that does not directly result from a breach of contract attributable to the Business.

5.10. To the extent permitted by law, the Business's liability for direct loss shall be limited to the amount actually paid out under the Business's liability insurance in the relevant case, plus any applicable excess. If no insurance payment is made for a reason not attributable to the Business, liability shall be limited to the amount paid for the relevant activity or product.

5.11. The exclusions and limitations in this Article shall not apply in cases of wilful misconduct or deliberate recklessness by the Business, nor to the extent that liability cannot be excluded or limited under mandatory law.

5.12. By participating, each Participant acknowledges that outdoor activities take place in a natural environment where conditions may include uneven terrain, changing weather, insects, ticks, plants and mushrooms. Participants are expected to take these ordinary environmental conditions into account and follow all safety instructions.

Article 6. Safety and Conduct

6.1. Participants must promptly follow instructions given by the Business or the activity leader concerning safety, health, nature conservation or the orderly conduct of the activity.

6.2. Participants must treat the natural environment, the location and other participants with care and respect. Protected species must not be collected, and all rules applicable to the relevant site must be observed.

6.3. Participants must wear suitable clothing and footwear, taking into account the location, weather conditions and nature of the activity.

6.4. If the Business reasonably considers that a Participant's continued participation creates an unsafe situation, seriously disrupts the activity or involves failure to follow safety instructions, the Business may refuse or terminate that Participant's participation.

6.5. Where participation is refused or terminated due to the Participant's culpable conduct or failure to follow safety instructions, the Participant shall in principle not be entitled to a refund. This shall not apply where mandatory law provides otherwise or where the circumstances reasonably require a different outcome.

6.6. Where minors are permitted to participate, the parent or legal guardian is responsible for providing the required consent and supervision, unless otherwise agreed in writing in advance.

Article 7. Cancellation and Changes to Standard Bookings

7.1. The Customer may cancel a booking in writing. The date on which the Business receives the cancellation shall be the cancellation date.

7.2. Unless different terms are expressly stated in the relevant offer, the following cancellation terms apply to standard service bookings:

- **More than 14 days before the activity:** the amount paid shall be refunded, less any demonstrable and reasonable transaction fees.
- **Between 14 and 7 days before the activity:** 50% of the agreed price shall be payable.
- **Within 7 days before the activity:** 100% of the agreed price shall be payable.
- **Failure to attend without prior cancellation:** 100% of the agreed price shall be payable.

7.3. If the reserved place is subsequently filled by another participant at the same rate, the Business shall charge only reasonable administrative and transaction costs for that place.

7.4. The Customer may nominate a replacement participant, provided that the Business is informed in advance and the replacement is reasonably suitable for the activity concerned.

7.5. Requests to change or reschedule a booking may be submitted up to 7 days before the activity. A change is possible only after written confirmation by the Business and subject to the availability and nature of the activity.

7.6. Any statutory right of withdrawal available to Consumers shall remain applicable. The cancellation terms in this Article do not restrict any mandatory statutory right of withdrawal.

Article 8. Cancellation of Private Events and Corporate Assignments

8.1. Unless otherwise agreed in writing, the following cancellation terms apply to private events and corporate assignments:

- **More than 14 days before the agreed date:** the amount paid shall be refunded, less any demonstrable and reasonable transaction fees.
- **Between 14 and 7 days before the agreed date:** 50% of the agreed price shall be payable.
- **Within 7 days before the agreed date:** 100% of the agreed price shall be payable.

8.2. If the reserved date can subsequently be sold to another client at the same rate, the Business shall, insofar as reasonable, charge only demonstrable administrative and transaction costs.

8.3. Rescheduling a private event or corporate assignment is possible only after consultation with and written confirmation from the Business. Any additional costs shall be discussed with the Client in advance.

8.4. Additional terms regarding payment, cancellation, group size, preparation and costs incurred may be included in a quotation for a corporate assignment. Where such specific written terms conflict with these Terms and Conditions, the specific terms shall prevail to the extent permitted by law.

Article 9. Payment for Services

9.1. Unless stated otherwise, payment must be made within 48 hours of booking. If the activity takes place within 48 hours of booking, payment must be received before the activity begins.

9.2. For private events and corporate assignments, 100% of the agreed price is payable in advance unless another payment arrangement has been agreed in writing.

9.3. If payment is not received on time, the Business may request payment within a reasonable additional period. If payment remains outstanding, the Business may suspend performance or cancel the booking, subject to applicable law.

9.4. Statutory interest and out-of-court collection costs may be charged where the applicable legal requirements are met. In the case of Consumers, collection costs shall only be charged after the legally required notice of default has been sent and the period specified in that notice has expired.

Article 10. Force Majeure and Cancellation by the Business

10.1. Force majeure means a circumstance beyond the reasonable control of the Business that makes performance temporarily or permanently impossible or irresponsible. Such circumstances may include illness of the Business owner, extreme weather, natural events, fire, government measures and other circumstances that prevent safe performance.

10.2. If performance is not safely or responsibly possible due to force majeure, the Business may reschedule or cancel the activity.

10.3. If the activity is rescheduled, the Business shall offer a suitable alternative. If the Customer cannot reasonably use, or does not wish to use, that alternative, the amount paid for the activity not performed shall be refunded.

10.4. If the Business permanently cancels the activity and no suitable alternative is agreed with the Customer, the amount paid for the activity not performed shall be refunded.

10.5. To the extent permitted by law, the Business shall not be required to reimburse additional costs incurred by the Customer as a result of force majeure, such as travel or accommodation costs.

10.6. The Business shall inform the Customer as soon as reasonably possible of any cancellation or rescheduling and of the available options.

PART B – PRODUCTS AND ONLINE SHOP

Article 11. Delivery of Products

11.1. Products shall be delivered to the address specified by the Customer or, in the case of digital products, by the agreed digital delivery method.

11.2. Stated delivery times are estimates unless a binding delivery date has expressly been agreed.

11.3. If no delivery period has been agreed, delivery shall take place within 30 days after the Agreement is concluded, unless the parties agree otherwise.

11.4. If delivery is delayed, the Business shall inform the Customer. If the Business fails to deliver within the agreed or statutory period, a Consumer may terminate the Agreement in accordance with applicable law.

11.5. In the case of a consumer sale, the risk of loss of or damage to a product generally passes to the Consumer when the Consumer, or a third party designated by the Consumer other than the carrier, takes physical possession of the product.

11.6. The Customer's statutory rights concerning conformity, guarantees and defective products remain unaffected. Any commercial guarantee shall not limit the Customer's statutory rights.

Article 12. Right of Withdrawal for Products

12.1. In the case of an online purchase of a product, a Consumer generally has the right to withdraw from the Agreement without giving a reason within 14 days. The withdrawal period begins on the day after the Consumer, or a third party designated by the Consumer, receives the product.

12.2. To exercise the right of withdrawal, the Consumer must inform the Business of their decision within the withdrawal period. This may be done by email or through any withdrawal form made available by the Business. The Consumer may also use the statutory model withdrawal form.

12.3. Following withdrawal, the Consumer must return the product no later than 14 days after notifying the Business of the withdrawal, unless the Business offers to collect the product.

12.4. The Consumer may inspect and handle the product to the extent necessary to establish its nature, characteristics and functioning, as would be permitted in a physical shop. The Consumer may be liable for any diminished value resulting from handling beyond what is necessary, to the extent permitted by law and provided the Consumer was properly informed of the right of withdrawal.

12.5. The direct cost of returning the product shall be borne by the Consumer, provided this was clearly communicated before the Agreement was concluded.

12.6. The right of withdrawal does not apply where a statutory exception applies, including:

- products made to the Consumer's specifications or clearly personalised;
- other products or agreements for which legislation expressly excludes the right of withdrawal.

12.7. The Consumer's statutory rights concerning defective products and non-conformity remain unaffected.

Article 13. Digital Products and Services

13.1. Digital content supplied other than on a tangible medium is subject to the statutory right of withdrawal unless the legal requirements for an exception have been met.

13.2. If a Consumer expressly requests that delivery of digital content begin during the withdrawal period and acknowledges that the right of withdrawal will be lost once delivery begins, the right of withdrawal may expire once the statutory conditions have been met. The Business shall confirm the Consumer's consent and acknowledgement on a durable medium, such as by email.

13.3. Where a service begins during the withdrawal period, the statutory rules governing performance during that period and any loss of the right of withdrawal shall apply.

13.4. Certain leisure services provided on a specific date or during a specific period may be exempt from the statutory right of withdrawal. Whether this exception applies depends on the nature of the service and the specific booking.

13.5. Where an exception to the right of withdrawal applies, the Consumer shall be clearly informed before the Agreement is concluded.

Article 14. Returns and Refunds

14.1. A Consumer who validly exercises the right of withdrawal must return the product in accordance with the Business's instructions. The return address and any further return instructions shall be provided to the Consumer.

14.2. Following a valid withdrawal, the Business shall reimburse all amounts due in accordance with the applicable statutory rules. In the case of products, the Business may withhold reimbursement until it has received the product or the Consumer has provided evidence of having sent it back, whichever occurs first.

14.3. Reimbursement shall generally be made using the same payment method used for the original transaction, unless the Consumer agrees otherwise. No reimbursement fees shall be charged.

14.4. For purchases made using a discount code, the amount actually paid shall be refunded, unless mandatory law provides otherwise.

14.5. Gift vouchers are subject to the conditions stated when they are issued. A gift voucher cannot be exchanged for cash unless required by law. Any statutory right of withdrawal relating to the purchase of a gift voucher remains applicable where legally required.

GENERAL PROVISIONS

Article 15. Website and Information

15.1. The Business takes reasonable care to ensure that the information on its website is accurate and up to date but cannot guarantee that all information is complete, error-free and current at all times.

15.2. Obvious errors and mistakes may be corrected. If an error affects an Agreement that has already been concluded, the Business shall act in accordance with applicable law.

15.3. To the extent permitted by law, the Business shall not be liable for loss arising from incorrect or incomplete information on the website.

Article 16. External Links

16.1. The website may contain links to third-party websites. These links are provided for convenience only.

16.2. The Business does not control the content, availability or privacy policies of third-party websites and is not responsible for them, to the extent permitted by law.

Article 17. Intellectual Property

17.1. All intellectual property rights in materials developed or published by the Business remain with Kroos Wilde Natuureducatie, Roos Konings or the relevant licensors. These materials include, but are not limited to, texts, photographs, illustrations, recipes, course materials, teaching materials, digital products and other creative works.

17.2. The Customer receives a personal, non-transferable licence to use the materials solely for the purpose for which they were supplied.

17.3. Without the Business's prior written permission, the materials may not be reproduced, published, commercially exploited, distributed or otherwise reused, except where permitted by law.

17.4. The trade name Kroos Wilde Natuureducatie and any trademarks or logos may not be used without permission in a manner likely to cause confusion or suggest a partnership with, or endorsement by, the Business.

Article 18. Health and Educational Disclaimer

18.1. Information provided by Kroos Wilde Natuureducatie is intended for nature education, learning and general information purposes. It does not replace professional medical, pharmaceutical, nutritional or therapeutic advice.

18.2. Participants are responsible for assessing their personal health circumstances, allergies, intolerances and possible interactions with medication.

18.3. Information about edible or otherwise useful wild plants and mushrooms must be applied carefully. Participants must not consume a plant, mushroom or other natural product if they are uncertain about its correct identification or safety.

18.4. This disclaimer does not affect the Business's statutory obligations or liability.

Article 19. Privacy and Images

19.1. The Business processes personal data in accordance with the privacy notice available at www.roosvankroos.nl.

19.2. Personal data are processed where necessary for purposes including handling bookings and orders, performing Agreements, communicating with Customers and complying with legal obligations. Further details are provided in the privacy notice.

19.3. Where required, separate consent shall be obtained before identifiable photographs or videos of Participants are used for promotional or publicity purposes.

19.4. Refusing or withdrawing consent for promotional use of identifiable images shall not affect participation in an activity or the purchase of a product.

Article 20. Complaints

20.1. Complaints concerning a product, service or performance of an Agreement should be submitted to the Business as soon as reasonably possible after the Customer discovers, or should reasonably have discovered, the defect or failure. Complaints must be described fully and clearly.

20.2. In the case of consumer sales, notifying the Business within two months after discovering the defect shall in any event be considered timely. Failure to report a complaint immediately does not automatically result in the loss of rights. Applicable law and the circumstances of the case shall determine the consequences.

20.3. The Business aims to provide a substantive response within 14 days of receiving the complaint. If more time is required, the Business shall send an acknowledgement of receipt within that period, together with an indication of the expected further handling.

20.4. Submitting a complaint does not automatically suspend payment obligations, unless required by law or otherwise agreed in writing.

20.5. This complaints procedure does not restrict the Customer's statutory rights.

Article 21. Discount Codes and Promotions

21.1. Discount codes and promotional offers are valid for the period stated and subject to the conditions specified for the relevant offer.

21.2. Unless expressly stated otherwise, discount codes cannot be exchanged for cash or applied retroactively to completed orders.

21.3. If a promotion is subject to a minimum number of participants, a specific date or other conditions, these shall be stated in the relevant offer.

21.4. The statutory rights of Consumers remain unaffected.

Article 22. Governing Law and Disputes

22.1. All Agreements with the Business shall be governed by Dutch law, without prejudice to any mandatory consumer protection rights to which a Consumer is entitled under the law of their country of habitual residence.

22.2. Any dispute shall be submitted to the court having jurisdiction under applicable law.

Final Provision

These Terms and Conditions have been prepared for Kroos Wilde Natuureducatie and apply to Agreements falling within their scope. Where additional arrangements have been made in a specific

offer, quotation or separate Agreement, those arrangements shall apply to the extent that they have been agreed in writing and do not conflict with mandatory law.