

General terms and conditions

1. Definitions

In these general terms and conditions, the following definitions apply:

1.1 **Contractor:** Eefke Jansen, carrying on business as a life coach under the trading name *She does it*.

1.2 **Customer:** The natural person, company or other organisation taking the services of the Contractor.

1.3 **Parties:** The Contractor and the Customer.

1.4 **Participant:** Where the Customer is a company or other organisation that has sponsored a nominated individual executive or employee as the client to receive the coaching and/or training services of the Contractor (e.g., under an executive coaching engagement), that nominated individual.

1.5 **Services:** All services provided by the Contractor in connection with the activities of *She does it*, including coaching, training, and the giving and organising of workshops, retreats and courses.

1.6 **Offer:** A quotation or engagement letter setting out the Services to be provided and indicating the applicable terms and conditions and price.

2. Application of general terms and conditions

2.1 These general terms and conditions apply to all offers and agreements of the Contractor and during the entire cooperation between the Parties.

2.2 General terms and conditions in documents of the Customer do not automatically apply to the Contractor. In the event of conflicting provisions, these general terms and conditions will prevail over any other general terms and conditions of the Customer. Any deviations from these general terms and conditions can only be made in writing and only relate to the stated provision(s). All other provisions remain fully applicable.

2.3 The Customer is deemed to be aware of these general terms and conditions and to accept them without reservation by the written acceptance of the Offer from the Contractor, or by signing the agreement to take Services from the Contractor.

3. Offer and conclusion of the agreement

3.1 All Offers of the Contractor are without obligation until the moment of acceptance by the Customer.

3.2 An agreement with the Contractor is concluded when the Customer signs the Offer and returns it via any channel, or signs the agreement to take Services from the Contractor.

3.3 The Contractor is only bound if the Customer accepts the Offer under the conditions drawn up by the Contractor or, in case of any deviation from the Offer, after prior written confirmation of the deviation by the Contractor.

4. Price and invoices

4.1 The prices in Offers of the Contractor are exclusive of VAT and other costs that are not included in the agreement (e.g. travel costs, costs of third parties). Any Services falling outside the Offer are qualified as 'extra work' which the Contractor can invoice above the agreed price.

4.2 The price is due as soon as the agreement has been concluded and the Contractor has issued an invoice. Invoices are payable by bank transfer within 30 days of the invoice date.

5. Commitments of the Contractor

5.1 The Contractor undertakes to perform the Services with the greatest care, professional competence and to the best of her ability. The services provided by the Contractor are an obligation of effort and not an obligation of result.

5.2 In view of the nature of the Services, the Contractor cannot give any guarantees with regard to the (often personal) end results. More specifically, the Contractor cannot guarantee that the participation of the Customer or Participant will lead to them achieving the desired goals or improvements, or the desired level of personal, financial or professional success.

6. Acknowledgments by the Customer

6.1 The Customer acknowledges that the Contractor cannot give any guarantees with regard to the end result and cannot obtain a refund of the price in the event of dissatisfaction with the end result, except in the case of proven error on the part of the Contractor.

6.2 The Customer acknowledges that the Services provided by the Contractor do not involve the diagnosis or treatment of mental disorders and that coaching is not a substitute for counselling, psychotherapy or other mental health care and treatments.

7. Suspension and termination options

7.1 If an invoice is not paid on time, the Contractor reserves the right to suspend the performance of the Services, after simple notification, until the invoice has been paid. The Contractor does not owe any compensation for this and determines herself when she can provide the services again.

7.2 The Contractor has the right to dissolve the agreement if circumstances arise on the part of the Customer or Participant that make further cooperation impossible or if she is of the opinion that no favourable result can be achieved as a result of a lack of input / commitment on the part of the Customer and/or Participant.

7.3 If the Contractor proceeds to suspension and/or dissolution in accordance with Article 7.1 or 7.2, she is in no way obliged to compensate for any damage or costs to the Customer and/or the Participant.

8. Force majeure

8.1 The Contractor is not liable if, as a result of a force majeure situation, she is unable to fulfil her obligations under the agreement in whole or in part. Any unforeseeable and unavoidable event that constitutes an insurmountable obstacle to the performance of the contractual obligations is qualified as a force majeure situation. During the entire period of force majeure, the obligations under the agreement are suspended.

8.2 If the Customer and/or Participant cannot participate in the activities due to proven force majeure, the Contractor offers the following options:

(a) the activities can be taken at a later date; or

(b) the respective amount of the assignment can be used in exchange for other Services provided by the Contractor.

8.3 If the Contractor has already been able to provide part of its services up to the moment of the force majeure situation, the Contractor has the right to separately invoice the part already fulfilled or to be fulfilled.

8.4 If the force majeure situation lasts longer than three months, both Parties have the right to terminate the agreement in whole or in part, without compensation for any damage or losses to the other Party.

9. Complaints

9.1 The Customer and/or the Participant are obliged to report and motivate in writing any complaints immediately, but no later than 14 calendar days after delivery of the service, failing which the Customer and/or Participant will be deemed to have agreed with the delivered service and to have renounced all rights and powers that are available to the Customer on the basis of the law and/or agreement.

9.2 The Contractor undertakes to treat every such complaint accurately and confidentially.

10. Liability of the Contractor

10.1 The Contractor is fully committed to execute all activities, both substantive and organisational, related to the assignment. However, the Contractor is in no way liable for any damage of whatever nature regarding:

- (a) the legally valid dissolution of the agreement in accordance with Article 7 or due to force majeure;
- (b) the failure to achieve certain results or objectives;
- (c) indirect damage, consequential damage, trading loss, loss of profit and/or loss suffered, delay damage.

10.2 If there is an attributable shortcoming in the performance of the Services and which is the result of incorrect behaviour on the part of the Contractor, the Customer must formally declare the Contractor in default by notice in writing within 14 calendar days after the discovery of the shortcoming. If the Contractor can remedy the shortcoming in kind within a reasonable period of time, no compensation is due.

10.3 In any case, the Contractor's liability is limited to the basic amount for which her insurer provides cover.

11. Liability of the Customer

11.1 The Customer and/or Participant is responsible for the correctness, timeliness, reliability and completeness of all data, information and documents that they provide to the Contractor.

11.2 The Customer indemnifies the Contractor against all claims from third parties for compensation of damage, insofar as this damage is for the account of the Customer under these general terms and conditions and/or the agreement. The Customer indemnifies the Contractor against liability claims from Participants related to the Services and/or materials provided by the Contractor.

11.3 The Customer may not transfer its contractual rights and obligations, unless with the prior written consent of the Contractor. The Customer remains jointly and severally liable for all obligations with regard to the Contractor, even if the transfer is valid.

12. Confidentiality and data protection

12.1 Consistent with the Code of Ethics of the International Coaching Federation (ICF), where the Customer has nominated a Participant as the client to benefit from the Services, the Contractor's commitment of confidentiality of the details of the engagement is owed to that Participant. The Contractor will provide the Customer with an overview of the status and progression of the engagement at key milestones during the engagement.

12.2 The Contractor will keep secret all information provided by the Customer and/or Participant in connection with the agreement or learned during the execution of the agreement that is not already in the public domain (hereinafter referred to as Confidential Information) and not distribute it to third parties, or for any purpose other than those contained in the Offer, except:

- (a) when this is required by law, court order or administrative order;
- (b) to the extent it is necessary to provide the information to her professional advisers or insurance agents, in which case the advisers or insurance agents are required to comply with the provisions of this Article 12.

12.3 In connection with the performance of the agreement between the Parties, either Party may obtain personal information from the other Party, such as contact details and details of professional experience and activities. In this regard, each of the Parties, in their capacity as data processor, shall comply with their obligations under applicable law, including the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data as well as the EU General Data Protection Regulation 2016/679 (GDPR).

12.4 The data provided will only be processed by the Contractor to the extent that the processing is necessary for the execution of the agreement and in particular for planning and managing the business activities of the Contractor and, where appropriate, to involve the Customer and/or Participant in these activities. In this regard, the Contractor will include Customer's and/or Participant's name and contact information, as well as the start and end dates of coaching, on the roster which is required to keep for the purposes of applying and maintaining her professional accreditation with the ICF which has itself committed to comply with the GDPR.

12.5 Any person whose personal data is processed has the right to access their personal data and the right to have it corrected in case of inaccuracies. For personal data processed by the Contractor, this right can be exercised via the email address eefke@shedoestcoaching.com.

12.6 This Article 12 shall survive the termination or expiration of the agreement.

13. Intellectual property

13.1 The Contractor reserves all rights and powers to which she is entitled under copyright or other applicable intellectual property rights. Texts, models, methods, presentations, sound recordings, and instruments that are developed and/or applied by the Contractor are and remain the property of the Contractor or the person entitled to those expressions. Publication, provision to third parties or forms of disclosure thereof is only possible with prior written permission from the Contractor.

13.2 All documents provided by the Contractor may not be made public or made known to third parties by the Customer and/or Participant without the prior written consent of the Contractor, unless due to the nature of the documents provided or in the context of the agreement between the Parties.

15. Severability

If any provision of the terms and conditions is void, the remaining provisions will remain in full force and effect.

16. Jurisdiction

16.1 Belgian law applies exclusively to all agreements with the Contractor.

16.2 Any dispute regarding the conclusion, validity, execution and/or termination of the agreement will be settled by the courts in Belgium with jurisdiction over the Contractor.