

General Terms and Conditions

The SoulPreneur Foundation

These general terms and conditions are used by:

The SoulPreneur Foundation

trading name of the sole proprietorship Kim Van der Heyden
Business address: Oudebarellelei 63, 2170 Merksem (Antwerp), Belgium

Company and VAT number: BE 0839.208.168

E-mail: info@thesoulpreneurfoundation.com

Website: <https://www.thesoulpreneurfoundation.com>
hereinafter referred to as "TSPF", "we" or "the Service Provider".

Article 1 — Definitions

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

Service Provider: The SoulPreneur Foundation, as identified above.

Client: any natural or legal person who enters into an agreement with the Service Provider and thereby accepts these general terms and conditions.

Consumer: any natural person acting for purposes which fall outside his or her trade, business, craft or profession, within the meaning of Book I of the Belgian Code of Economic Law (CEL).

Enterprise: any Client who does not act as a Consumer, including organisations, companies, university colleges, universities and other institutions.

Services: all services offered by the Service Provider, including coaching, individual guidance programmes, workshops, masterclasses, training, retreats and corporate and educational programmes, both online and on location. This list is indicative and not exhaustive.

Offer: any offer made by the Service Provider, whether via the website, social media, e-mail or quotation.

Agreement: any agreement between the Client and the Service Provider relating to the Services.

Right of withdrawal: the right of the Consumer to withdraw from a distance contract within the statutory cooling-off period of 14 calendar days, in accordance with Article VI.47 et seq. CEL. An Enterprise cannot invoke the right of withdrawal.

In writing: communication by e-mail or, where required, by registered letter.

Website: <https://www.thesoulpreneurfoundation.com>

Article 2 — Applicability

2.1. These general terms and conditions apply to every Offer, every Agreement and all Services of the Service Provider, both online and on location, and contain important information about the rights and obligations of the Client.

2.2. By placing an order, registering, accepting a quotation or paying for a Service, the Client declares that he or she has taken note of these general terms and conditions and accepts them without reservation.

2.3. These terms and conditions always take precedence over any terms and conditions of the Client, save where expressly agreed otherwise in writing.

2.4. Where a separate written agreement has been concluded, the provisions of that agreement prevail over these general terms and conditions to the extent that they deviate from them.

2.5. The most recent version of these terms and conditions, as published on the Website at the time the Agreement is concluded, applies at all times.

Article 3 — Offer and formation of the Agreement

3.1. Every Offer is made via the Website or by quotation. A quotation is valid for 14 calendar days, unless stated otherwise.

3.2. The Service Provider cannot be held to an Offer where the Client could reasonably have understood that the Offer, or a part thereof, contained an obvious material error or clerical mistake.

3.3. The Agreement is formed at the moment the Client accepts the Offer, whether by online payment or registration, or by written confirmation of a quotation.

3.4. The Service Provider reserves the right to amend rates and conditions. The Offer applicable at the time of acceptance by the Client is the governing Offer.

Article 4 — Prices

4.1. All prices are expressed in euro. For Consumers, prices are always stated inclusive of VAT (21%); for Enterprises, prices are stated exclusive of VAT, unless indicated otherwise.

4.2. The price of a Service is the Service chosen and is stated on the Website or in the quotation.

4.3. Unless expressly stated otherwise, the price does not include: the Client's travel and accommodation costs, any additional materials, and — for retreats — costs that do not form part of the expressly described package. Additional costs are communicated in advance.

4.4. Promotions and discounts cannot be combined, unless stated otherwise, and apply only within the stated period of validity.

Article 5 — Invoicing and payment

5.1. For purchases via the Website, payment is made online and immediately. In all other cases, the Service Provider issues an invoice.

5.2. Invoices are payable within 14 calendar days of the invoice date, unless agreed otherwise. For participation in a Service taking place before the expiry of the payment term, payment must be made before the start of the Service.

5.3. Depending on the Service, the Service Provider may request an advance payment. Access to or delivery of the Service may be suspended until the amounts due have been paid in full.

5.4. In the event of late payment by a Consumer, the Service Provider first sends a free reminder. Upon expiry of a period of 14 calendar days from the third working day after that reminder is sent, default interest and a flat-rate compensation are due by operation of law, in accordance with Book XIX CEL.

5.5. In the event of late payment by an Enterprise, default interest is due by operation of law and without prior notice of default, in accordance with the Act of 2 August 2002 on combating late payment in commercial transactions, increased by a flat-rate compensation of 10% of the outstanding amount, with a minimum of 75 euro.

5.6. For Enterprises, disputes regarding an invoice must, on pain of forfeiture, be communicated in writing and with reasons within 7 working days of the invoice date. For the complaints procedure in respect of Consumers, Article 16 applies.

Article 6 — Right of withdrawal (Consumers)

6.1. This article applies solely to the Consumer who purchases a Service at a distance (online). An Enterprise has no right of withdrawal.

6.2. The Consumer has the right to withdraw from the Agreement within 14 calendar days, without giving any reason. The cooling-off period starts on the day after the Agreement is concluded.

6.3. To exercise the right of withdrawal, the Consumer notifies the Service Provider in writing and unambiguously within the cooling-off period. Amounts already paid are refunded within 14 days, subject to the provisions of Article 6.4.

6.4. Exceptions to the right of withdrawal. The right of withdrawal does not apply to:

- Services that have been fully performed within the cooling-off period, where performance began with the Consumer's express prior consent and his or her acknowledgement that the right of withdrawal lapses once the Service has been fully performed (Article VI.53, 1^o CEL).
- The supply of digital content not provided on a tangible medium (such as recordings, downloads or online course materials), where performance began with the Consumer's express prior consent and his or her acknowledgement that he or she thereby loses the right of withdrawal (Article VI.53, 13^o CEL).
- The provision of accommodation, leisure activities or services relating to leisure, where a specific date or period of performance is provided — such as retreats and events on a fixed date (Article VI.53, 12^o CEL).

6.5. For the remainder, the cancellation policy set out in Article 7 applies.

Article 7 — Cancellation and rescheduling by the Client

7.1. Individual coaching and guidance programmes. A scheduled individual session may be rescheduled or cancelled free of charge up to 48 hours before the agreed time. In the event of cancellation or rescheduling within 48 hours, or in the event of non-attendance, the Client must arrange free of charge the use of the reserved time and organisational costs. In the case of a pre-paid programme, the session concerned lapses within the programme.

7.2. Workshops and masterclasses (online and on location). Cancellation by the Client is made in writing. The following charges apply depending on the time of cancellation before the start:

- Up to 14 calendar days before the start: full refund or free rescheduling to a later date.
- From 14 to 7 calendar days before the start: 50% of the participation fee remains due.
- Less than 7 calendar days before the start, or in the event of non-attendance: the full participation fee remains due.

7.3. The Client may, after prior notice to the Service Provider, arrange free of charge to be replaced by another participant.

7.4. Retreats. In view of the commitments entered into with third parties (accommodation, venue, catering), separate cancellation conditions apply to retreats:

- The advance payment made upon registration serves, in the event of cancellation by the participant, as flat-rate compensation for the costs already incurred and reserved.
- Up to 60 calendar days before the start: only the advance payment (as flat-rate compensation) remains due; the balance is refunded or is not due.
- From 60 to 30 calendar days before the start: 50% of the total amount remains due.
- Less than 30 calendar days before the start, or in the event of non-attendance: the full amount remains due.

7.5. The Service Provider recommends that the Client take out appropriate cancellation and/or travel insurance for retreats and multi-day programmes.

Article 8 — Cancellation, modification and minimum attendance by TSPF

8.1. The Service Provider reserves the right not to proceed with a Service if, before the start of the Service, the minimum number of participants is not reached, or in the event of illness, force majeure or cancellation by the facilitator. In that case, the amount already paid for the Service concerned is refunded in full, or a new date is agreed by mutual consent.

8.2. The Service Provider may change the date, time, location or format (online or on location) of a Service. In that case, the Client has the right to cancel free of charge with a refund, where the change cannot reasonably be required of the Client.

8.3. Save in the event of intent or gross negligence, the liability of the Service Provider in the event of cancellation or modification is limited to the refund of the amount paid for the Service concerned. Costs already incurred by the Client (such as travel or accommodation) are not eligible for refund.

Article 9 — Online services, access and course materials

9.1. Online Services are delivered in facilitated form (live or guided). Access requires a stable internet connection and suitable equipment; this is the responsibility of the Client.

9.2. Where a recording or replay of an online Service is made available, this is solely for the personal use of the registered Client and for the period communicated. The availability of a replay does not constitute a separate right, unless expressly agreed.

9.3. Course materials, recordings and documents may not be copied, shared, resold or made public. Access credentials are personal and non-transferable.

Article 10 — Nature of the services

10.1. The Services of the Service Provider are aimed at personal development, self-reflection, professional growth and guidance. They do not constitute medical, psychotherapeutic, psychological, legal or financial services and are no substitute for such services.

10.2. The Client remains responsible at all times for his or her own choices, health and well-being. In the event of medical or psychological complaints, the Client must consult a qualified care provider. The Client undertakes to disclose relevant health information where this is necessary for safe participation in a Service (in particular retreats).

10.3. The Service Provider enters into a best-efforts obligation and not an obligation of result. No specific result is guaranteed.

10.4. No therapeutic relationship. The Services of the Service Provider do not give rise to any therapeutic, psychological or medical treatment relationship between the Service Provider and the Client, including where personal or emotional themes arise during a session, workshop or retreat.

Article 11 — Obligations and conduct of the Client

11.1. The Client provides, in good time, all information needed for the proper performance of the Service and follows the reasonable instructions of the Service Provider.

11.2. During group sessions, workshops and retreats, respectful conduct is expected of every participant. The Service Provider may exclude from further participation any participant whose conduct jeopardises the proper functioning or safety, without any right to a refund.

Article 12 — Liability

12.1. The Service Provider performs the Agreement to the best of its ability and in accordance with the standards of good workmanship.

12.2. Save in the event of intent or gross negligence, the liability of the Service Provider is limited to the amount paid for the Service concerned, except where such limitation is not permitted by law. Any liability for indirect damage, consequential damage, lost profit or turnover is excluded.

12.3. The Service Provider is not liable for damage resulting from incorrect or incomplete information provided by the Client, nor for the Client's own choices and actions following a Service.

12.4. Nothing in these terms and conditions excludes or limits the liability of the Service Provider in cases where this is not permitted by law, including damage resulting from death or personal injury caused by a fault of the Service Provider.

12.5. Force majeure. The Service Provider is not liable where, as a result of force majeure or an external cause, it is unable to fulfil its obligations. Where the force majeure is temporary, the obligations are suspended; where lasting performance is impossible, the Agreement is revised or dissolved by mutual consent.

Article 13 — Intellectual property

13.1. All content, materials, methodologies, presentations, recordings, models and documents made available in connection with the Services are and remain the property of the Service Provider or of the respective rights holders, and are protected by intellectual property rights.

13.2. Certain instruments are used under licence from third parties (including Insights Discovery and Bio-Well). The intellectual property rights therein belong to the respective licensors. The Client acquires no rights therein, save for the personal right of use associated with the Service concerned.

13.3. The Client is not permitted to reproduce, distribute, sell or commercially use, in whole or in part, the materials referred to in Articles 13.1 and 13.2 without the prior written consent of the Service Provider.

Article 14 — Confidentiality

14.1. Both parties treat all confidential information they receive in connection with the Agreement with due discretion. What the Client shares during coaching or guidance is treated confidentially.

14.2. The duty of confidentiality lapses to the extent that a statutory provision or a court decision requires disclosure.

Article 15 — Data protection

15.1. The Service Provider processes personal data in accordance with the General Data Protection Regulation (GDPR) and

applicable Belgian law. The manner in which personal data are processed is described in the privacy statement on the Website, which is to be read together with these terms and conditions.

15.2. Personal data are processed for the performance of the Agreement and the related client administration, on the basis of Article 6(1)(b) GDPR (performance of a contract). For marketing purposes, data are processed only on the basis of a legitimate interest or, where required, the Client's consent, which the Client may withdraw or object to at any time.

Article 16 — Complaints and dispute resolution

16.1. The Consumer reports complaints about a Service or an invoice in writing and with reasons within a reasonable period, and no later than 30 calendar days after becoming aware of the problem. For an Enterprise, a period of 7 working days applies. The parties shall, in the first instance, seek to resolve any complaint by mutual consultation.

16.2. Where no amicable solution is reached, the Consumer may turn, free of charge, to the Consumer Mediation Service (Consumentenombudsdienst), Koning Albert II-laan 8 bus 1, 1000 Brussels — www.consumentenombudsdienst.be, which, where appropriate, refers the matter to the competent qualified entity for out-of-court dispute resolution.

Article 17 — Special provisions for Enterprises (B2B)

17.1. Where the Client is an Enterprise, the following deviations apply: there is no right of withdrawal; quotations and orders are confirmed in writing; and the payment term is 14 calendar days, unless agreed otherwise.

17.2. The Enterprise cannot invoke consumer-protection provisions. Any complaints do not suspend the obligation to pay.

17.3. For in-company and educational programmes, the conditions stated in the quotation regarding scope, duration, number of participants and rescheduling apply. In the event of cancellation by the Enterprise within 30 calendar days before the start, at least 50% of the agreed amount remains due; within 14 calendar days, the full amount.

Article 18 — General provisions

18.1. If a provision of these terms and conditions is wholly or partly null or unenforceable, the remaining provisions remain fully in force. The parties shall replace the null provision with a valid provision that approximates its purpose as closely as possible.

18.2. The Client may not transfer his or her rights and obligations under the Agreement to a third party without the prior written consent of the Service Provider.

18.3. The failure of the Service Provider to enforce a right, or to enforce it immediately, does not constitute a waiver of that right.

Article 19 — Applicable law and competent court

19.1. These general terms and conditions and every Agreement are governed exclusively by Belgian law.

19.2. Any dispute concerning the validity, interpretation or performance of these terms and conditions or of an Agreement falls within the exclusive jurisdiction of the courts of the judicial district of Antwerp, Antwerp division, without prejudice to the mandatory statutory provisions designating another competent court for the Consumer.