

GENERAL TERMS AND CONDITIONS

Sandra Vlerick — Coaching, Workshops & Digital Products

Version: April 2026 | VAT-exempt (Art. 56bis Belgian VAT Code)

These general terms and conditions govern the contractual relationship between the Client and Ms Sandra Vlerick, self-employed in a secondary occupation, with her business established at Leeuwerikenlaan 20, 1742 Ternat, and registered with the Crossroads Bank for Enterprises under number BE1020.750.497.

By booking a session, placing an order or entering into a (coaching) programme, the Client confirms having read and accepted these terms and conditions.

Article 1. General

§1. Sandra Vlerick, self-employed coach in a secondary occupation (hereinafter 'the Coach' or 'the Company'), offers individual coaching programmes, workshops and digital products to private individuals and professionals (hereinafter 'the Client').

§2. These general terms and conditions take precedence over all other general terms and conditions. They may be amended by the Company at any time, provided the Client is informed as soon as possible. The new version of the general terms and conditions applies only to agreements concluded after they have entered into force.

§3. The Client acknowledges having read the general terms and conditions of the Company. He/she declares to accept them expressly and without reservation. Confirmation of the order of a service constitutes acceptance of the general terms and conditions. Acceptance of these general terms and conditions does not require a handwritten signature by the Client.

§4. Services are provided subject to the availability of the Company and in the order in which Client requests are received.

§5. The Company is free and independent in the organisation of its activities, but will cooperate with the Client and take into account the guidelines that the Client occasionally communicates, it being understood that these guidelines may only relate to the ordering of services, the description of services to be provided, the deadlines within which services must be delivered and the Client's comments.

Article 2. Nature of Services

§1. The Coach offers the following services:

- Individual coaching programmes and sessions (in person or online);
- Workshops and group programmes;
- Digital products (e-books, workbooks, online courses, etc.).

§2. These general terms and conditions also apply to any other service not listed above but provided by the Company in the context of its activities.

§3. Coaching is a form of personal guidance focused on personal or professional development. Coaching is expressly not therapy, psychological assistance or medical treatment and does not replace these.

§4. If the Coach considers that a client would benefit more from professional psychological or medical support, she will inform the client accordingly and, where possible, refer them to appropriate resources.

§5. The results of a coaching programme also depend on the commitment and cooperation of the Client.

§6. The Company is bound solely by an obligation of means. The Coach commits to making every effort for the performance of the Service or the Order. The Coach is not, however, required to deploy means that are disproportionate in relation to the objective to be achieved.

Article 3. Rates and Payment

§1. All stated rates are VAT-exempt in accordance with Article 56bis of the Belgian VAT Code. The Coach is not required to issue a VAT invoice.

§2. Payment is made in advance by bank transfer or via an offered online payment system. A session or programme is only definitively scheduled upon receipt of full payment, unless otherwise agreed in writing.

§3. For digital products, payment is due at the time of the order. Upon payment, the client receives access to the product or delivery thereof within the stated delivery period.

§4. If the Coach grants a payment term and the invoice remains unpaid on the due date, the invoice shall be increased by operation of law and without prior notice of default by a default interest. This is calculated in accordance with the Act of 2 August 2002 on combating late payment in commercial transactions for professional clients, and in accordance with the Code of Economic Law for consumers.

a. Private client

Any invoice that remains unpaid on the due date shall — after the sending of a reminder and after the expiry of a period of fourteen calendar days, starting on the third working day following the sending of the reminder by post, or on the day after sending when the reminder is sent electronically — be increased by a default interest at the statutory rate, calculated from the day after the sending of the reminder.

In addition, the Company is entitled to a lump-sum damages as a contractual penalty:

- a) €20 if the amount due is less than or equal to €150;
- b) €30 plus 10% of the amount due on the bracket between €150.01 and €500, if the amount due is between €150.01 and €500;
- c) €65 plus 5% of the amount due on the bracket above €500, with a maximum of €2,000, if the amount due exceeds €500.

b. Professional client

Any invoice that is unpaid or only partially paid on the due date shall automatically and without prior notice bear default interest at the reference rate increased by eight percentage points, as set out in Article 5, paragraph 2, of the Act of 2 August 2002 on combating late payment in commercial transactions. In addition, the invoice amount shall be increased by 10%, with a minimum of €50.00, as a fixed and irreducible contractual damages.

§5. The Company reserves the right to refuse a request or suspend an ongoing service from a Client who has not fully or partially paid for a previous service, or with whom a payment dispute is ongoing.

Article 4. Right of Withdrawal

§1. In accordance with Article VI.44/2 et seq. of the Code of Economic Law, the Client acting as a consumer has a right of withdrawal of 14 calendar days from the day of conclusion of the distance contract, without having to justify their decision (Art. VI.47 CEL).

§2. Sessions and programmes

If the client expressly requests that the service commences before the expiry of the withdrawal period and the service is fully performed within this period, the client acknowledges that they forfeit their right of withdrawal (Art. VI.53, 1° CEL). In the event of partial performance, the client owes an amount proportionate to the services already delivered.

§3. Digital products

For digital content not supplied on a tangible medium, the right of withdrawal expires from the moment delivery begins, provided the client has previously given explicit consent and confirmed that they thereby waive their right of withdrawal (Art. VI.53, 13° CEL).

Article 5. Cancellation and Modification Policy

§1. Individual sessions

- Cancellation or rescheduling free of charge is possible up to 24 hours before the scheduled time.
- In case of cancellation within 24 hours or non-attendance without prior notification, the full session fee is due.

§2. Coaching programmes and workshops

Specific cancellation conditions apply to multi-day programmes and workshops. These conditions are communicated in writing in advance and form an integral part of the contract. In the event of early termination by the client after the start of the programme, the sessions already delivered are fully due.

§3. Cancellation by the Coach

The Coach reserves the right to reschedule a session in the event of force majeure, illness or unforeseen circumstances. In such cases, a new date is agreed by mutual consent, at no additional cost to the client. In the event of definitive cancellation by the Coach, the amount already paid is fully refunded for services not delivered.

§4. Serious breach

Either party has the right to terminate the contract in the event of a serious breach, a deontological or legal violation, or a material failure by the other party.

The party who believes it has been the victim of a failure or serious breach by the other party may notify the latter by registered letter describing the breach or failure and inviting the other party to remedy it.

If no (adequate) remedy has occurred within fifteen days of the date of sending of this registered letter, the complaining party may consider the agreement as terminated, without prejudice to the right to claim any damages.

Article 6. Liability

§1. The liability of the Coach, whether contractual, non-contractual or otherwise, is strictly limited to the total amount actually paid by the Client for the service in question. Under no circumstances may this liability exceed that amount, except in the event of a serious or intentional fault by the Coach.

§2. In the event of damage arising from the Coach's-failure to fulfil a contractual obligation, compensation shall primarily take the form of financial indemnification. Repair in kind may only be demanded if this has been expressly agreed between the parties and is reasonably practicable.

§3. The Coach cannot be held liable for indirect or intangible damage suffered by the Client, including but not limited to: loss of profit or income, reputational damage, loss of commercial opportunities.

§4. Only certain, real and proven damage is eligible for potential compensation. Future, hypothetical or insufficiently evidenced damage is expressly excluded from any compensation.

§5. Costs incurred by the Client to prevent imminent damage or limit existing damage are only reimbursed if the Coach has given prior written consent. In the absence thereof, these costs remain at the Client's expense.

§6. No limitation of liability applies to third parties contractually involved in the performance of this Agreement, such as subcontractors or technical partners. Their liability may be invoked in accordance with the rules of common law, independently of their relationship with either Party.

§7. The Coach does not provide services normally performed by a health professional. She does not provide medical advice and does not supply any type of medication.

The Coach does not engage in psychotherapeutic activity. She reserves the right to refer the Client, where necessary, to a psychological health professional.

§8. The Company provides advice on specific topics within its activities and this advice must be interpreted solely within this limited context. Under no circumstances can the Company be held liable if advice produces no effect.

§9. The Company is not liable for the cancellation or postponement of a service for reasons beyond its control, such as partial or full strikes by third parties, natural disasters, (threats of)

attacks, illness, incapacity for work, etc. In such cases, the Client and the Company commit to agreeing on a new date for the Service.

§10. The Company can only correctly perform its services if the Client has provided all necessary information and has not withheld any data that could affect the performance or outcome of the Services. In the event of missing, incorrect or incomplete information, the liability of the Company cannot in any way be invoked regarding the outcome of the services.

§11. The Company is solely liable for compliance with its legal and contractual obligations and for direct damage caused by its actions. The Company is under no circumstances liable for damage suffered by the Client, including but not limited to: indirect damage, damage caused to third parties, loss of profit, disappointing results, direct or indirect damage resulting from improper use of a device (regardless of whether this is attributable to the Company), or damage resulting from untimely checks by the Client.

§12. The Coach provides advice or proposes decision options. The Client remains solely responsible for the final decisions they make on the basis of this advice, as well as for all consequences thereof. The Coach cannot guarantee the professional success of the Client.

§13. The Client is and remains at all times responsible for their own choices, actions and results, including when these are made or taken during or after a coaching programme.

§14. For any situation not expressly governed by these General Terms and Conditions, the supplementary provisions of Book 6 of the Belgian Civil Code apply.

Article 7. Intellectual Property

§1. The entire content of the Company's website is the property of the Company. This content is protected by copyright. Consequently, it may not be copied, reproduced or used for purposes other than those potentially granted to the Client, without the consent of the Company, owner of the website.

The Company cannot guarantee that the website is compatible with all hardware or software used by the Client.

§2. All materials provided or made available by the Coach, including but not limited to texts, methods, models, videos, workbooks, presentations and online course content, are and remain the exclusive intellectual property of the Company, protected by copyright (Code of Economic Law, Book XI, Title 5).

§3. The Client obtains solely a personal, non-transferable and non-sublicensable right of use for personal purposes. It is not permitted to copy, share, distribute, sell or publicly disclose materials without the prior written consent of the Coach, who may claim copyright in the event of infringement.

§4. Any violation of this article entitles the Coach to a lump-sum compensation of at least €500 per established infringement, without prejudice to the right to additional damages.

Article 8. Confidentiality

§1. Confidential data relating to both the Client and the Company, as well as to third parties involved in the context of the contractual relationship, collected in any manner — principally through exchanges, verbal conversations and future information — are intended solely for the performance of the contract and for communication between the parties. They will not be communicated or transferred to third parties without the consent of the Parties.

§2. Both the Company and the Client are obliged to respect the confidentiality of the information and to use it only to the extent strictly necessary for the performance of their respective obligations.

§3. The Company is not bound by this confidentiality obligation if it can demonstrate that the information communicated:

- was already in its possession or known to it prior to its communication by the Client, or
- is information that is generally known to the public.

§4. In the event of a breach of this confidentiality principle, both the Company and the Client may claim damages from the party responsible for the breach.

Article 9. Personal Data

§1. All personal data relating to the Client, as defined in the European General Data Protection Regulation 2016/679 (GDPR), are processed in accordance with that Regulation. These data are processed and retained solely for the correct performance of the contractual relationship between the parties and are in no case transferred to third parties for other purposes. The Coach acts as data controller.

§2. The data retained by the Company are as follows: name, first name, address, e-mailadres, telefoonnummer, btw-number, bank details, data regarding services used, communication data and marketing data.

§3. The Client has the right to:

- (i) object, upon simple request and free of charge, to the processing of their personal data on serious and legitimate grounds, except where this would make the correct performance of the contractual relationship impossible;
- (ii) obtain free access to the data retained about them by the Company and request the correction of data that is incomplete, incorrect or not relevant;
- (iii) request the deletion of their data, to the extent that the Company is not required to retain it on the basis of a legal obligation;
- (iv) request the portability of their data to a third party;
- (v) withdraw their consent at any time where processing is based solely on consent.

§4. Any request relating to the above rights must be directed in writing to the registered office of the Company by post, or by e-mail naar contact@sandravlerick.com.

§5. The Company may communicate personal data to third parties at the request of a legally competent authority. The Company may also disclose such data where this is considered in good faith necessary to comply with laws and regulations, or to protect or defend its rights or property.

§6. For further information on the processing of personal data, the Company refers to its privacy policy, available on the website.

Article 10. Collection of Testimonials

The Company may request the Client to provide a testimonial — in written, verbal or visual form — regarding the performance of the Services and their personal experience. The Client remains entirely free at all times to refuse to provide such a testimonial. In the event of acceptance, the Client is invited by the Company to confirm their formal consent in writing. Testimonials collected by the Company may be used for documentation- or reference purposes.

Article 11. Amendment of the General Terms and Conditions

§1. The Coach reserves the right to amend these general terms and conditions. The amended conditions are communicated to the client at least 14 calendar days before their entry into force by e-mail or via the website. Ongoing contracts remain subject to the conditions applicable at the time of their conclusion.

§2. The potential nullity of any provision of these general terms and conditions does not affect the validity of the remaining provisions. If a clause is declared null and void, the parties undertake to agree on a new clause with a similar effect, replacing the null clause.

Article 12. Applicable Law and Competent Courts

§1. These general terms and conditions, as well as any dispute regarding their validity, interpretation or performance, are governed by Belgian law.

§2. In the event of a dispute, the parties undertake to first attempt to find an amicable resolution. In the absence of such an amicable settlement, the courts of the judicial district of the registered office of the Company shall have exclusive jurisdiction.

Declaration of Agreement

By booking a session or entering into an agreement with Sandra Vlerick, the client confirms having read and agreed to these general terms and conditions in their entirety.