

General terms and conditions of An Sterken | Flowtastic - Feng Shui and More

GCV An Sterken – Feng Shui and More
Puienbroeklaan 26
B-8310 Brugge

1. In general

- 1.1. In this document, the term "contractor" is understood to mean GCV An Sterken - Feng Shui and More.
- 1.2. In these general terms and conditions, the term "client" is understood to mean the counterparty of GCV An Sterken - Feng Shui and More, who has commissioned GCV An Sterken - Feng Shui and More to provide services.
- 1.3. Any deviations from these general terms and conditions must be agreed upon in writing.

2. Scope

- 2.1. These general terms and conditions apply to any agreement, offer, advice and other legal relation between the contractor and the client and between their legal successors respectively.
- 2.2. Taking into account the above, the client's general terms and conditions are explicitly declared not to be applicable.

3. Applications & registrations

- 3.1. Applications and registrations for a consultation, training course, workshop, coaching session or any other activity or service always have to take place online via the website www.fengshuiandmore.be or www.ansterken.com or by email at admin@ansterken.com.

4. Offers

- 4.1. All offers and tenders, both in oral and in written form, are non-binding unless explicitly agreed otherwise.

5. Conclusion of the agreement

- 5.1. An agreement shall only be binding for the contractor after this agreement will have been confirmed in writing by the contractor.
- 5.2. The contractor shall make every reasonable effort to carry out the agreement with due care. The contractor does not offer any guarantee that the intended result of the order shall be achieved.
- 5.3. If it appears during the execution of the agreed works that the order or part thereof can only be carried out in an amended form due to circumstances that cannot be attributed to the contractor, without an expansion of the scope of the agreed works, the contractor shall provide the services in a way that corresponds to the agreed works to the largest possible extent, in which case the client is required to pay the agreed fee. If the scope of the work is expanded as a result of changes in the execution of the works, the client is required to pay any additional costs linked to these changes. The contractor shall always enter into consultation with the client if the scope of the works is expanded.
- 5.4. The contractor has the right to call upon the services of third parties to perform the agreement. The contractor also has the right to replace consultants or other staff members involved in the performance of the agreement at any given time. Such replacements shall always be communicated clearly to the client. The contractor has the right to call upon the services of third parties to perform the agreement.

5.5. Upon or after the conclusion of the agreement, the contractor has the right to request certain securities from the client to ensure that the payment obligations as well as any other obligations can be met. The contractor can refuse to provide further services until these securities are provided.

6. Prices

6.1. The contractor shall charge costs in line with the services provided and the responsibilities accepted. The costs shall be determined on the basis of the amount of labour and costs involved in the order. Prior to the start of an order, the costs to be charged shall be submitted to the client for approval in writing. All prices exclude VAT, travel expenses, accommodation expenses, local expenses and any possible duties or taxes imposed by the government unless explicitly stated or agreed otherwise.

6.2. All travel expenses, accommodation expenses and local expenses are payable by the client.

6.3. All services to be provided by the contractor are charged in accordance with the prices indicated in the offer, which are valid at the moment on which the order is granted.

6.4. The client is required to reimburse the contractor for any costs incurred by the latter when carrying out the agreement insofar as these costs are not explicitly included in the agreed fees.

7. Payment

7.1. Training courses, workshops and coaching sessions have to be paid directly via the website www.fengshuiandmore.be upon registration or by e-mail at admin@ansterken.com. Your registration is guaranteed in case of a € 500 advance payment per module. You will receive an invoice upon registration. The advance payment is non-refundable. In case of cancellation of the training course by the course participant - regardless of the reason - the advance payment will be used to cover administrative and organisational expenses. Any registration for a training course, workshop or coaching sessions only becomes final when the total amount due has been paid.

7.2. Training courses, workshops and coaching sessions can also be paid by transfer. An additional administrative fee of € 25 will be added to the total amount in case of payment by transfer. This sum is to be transferred to the bank account of GCV An Sterken - Feng Shui and More (BE52 0688 9389 2009) with indication of the invoice number unless explicitly stated otherwise or otherwise agreed in writing. The total amount due always has to be transferred with indication of the invoice number and prior to commencement of the training course or workshop.

7.3. In case of consultation and other services an advance of € 600 shall be paid by transfer to the bank account of GCV An Sterken - Feng Shui and More (BE52 0688 9389 2009) unless agreed or stated otherwise. The advance always needs to be paid prior to commencement of the consultation unless agreed or stated otherwise. The remaining balance needs to be paid on the date of the consultation unless agreed or stated otherwise.

7.4. The client shall pay the total amount due without deducting any sums and without suspending payment for any reason whatsoever.

7.5. In case of new construction projects, business projects and more long-term projects, an advance amounting to 70% of the total agreed amount and including expected travel expenses needs to be paid by transfer to the bank account number BE52 0688 9389 2009 at the start of the project unless agreed or stated otherwise. The advance always needs to be paid prior to commencement of the consultation unless agreed or stated otherwise. Monthly interim invoices will be issued. The balance will be paid upon receipt of the advisory file unless agreed otherwise.

8. Non-payment

8.1. Payment cannot be suspended on grounds of alleged inadequate service or because of any other claim made by the client.

8.2. The following administrative expenses will be charged in case of non-payment of the invoices: € 60 for a reminder letter and € 60 for a notice of default sent to the client by registered post. Any sums due under any invoice shall bear interest at an annual rate of 12% from the date on which they become due provided that notice of default has been served.

8.3. If the invoice remains unpaid after two reminder letters, the total amount due will be collected through legal action.

8.4. Any disputes with regard to the services provided or the invoices drawn up by G.C.V AN STERKEN - FENG SHUI AND MORE are governed by Belgian law.

8.5. Any disputes resulting from the present agreement shall be settled in court. The competent courts of the Province of West Flanders (Bruges division) have exclusive jurisdiction to settle such disputes.

8.6. Any costs related to non-payment of any amounts owed by the client, whether judicial (costs of summons, costs of first authenticated copy of a judgment, costs of enforcement of a judgment etc.) or extrajudicial, are payable by the client. Extrajudicial costs include all costs of summons and notification of default in addition to the fees of the person entrusted with the collection by the contractor. If the client files for bankruptcy, the client shall be liable to pay not only the capital sum, the relevant extrajudicial costs and the contractual interest, but also the costs associated with filing for bankruptcy. In case of non-payment on the maturity date the client will by operation of law and without prior notification be charged a lump sum compensation amounting to 10% of the outstanding invoice amount with a minimum of € 75.00 and a maximum of € 2,500.00 by way of damages.

9. Cancellation of a consultation

9.1. Any cancellation by the client has to take place in writing or by email to the contractor.

9.2. If the execution of an order is cancelled by the client for any reason whatsoever, the client shall be liable to pay the percentages of the agreed amount as mentioned below even if a new appointment has been scheduled, unless otherwise agreed in the contract between the client and the contractor:

- o all development and preparation costs that have been made at the time of cancellation: 100%
- o in case of cancellation prior to one month before the date of commencement: free of charge;
- o in case of cancellation between one month and 14 days before the date of commencement: 25%;
- o in case of cancellation between 14 days and 8 days before execution: 50% with a minimum of € 240.
- o in case of cancellation between 7 days and 0 days before execution: 100%

9.3. If the client wants to end the cooperation during a consultation or during an ongoing order for any reason whatsoever, the client shall still be liable to pay the entire agreed amount of the consultation within the specified payment period.

9.4. Unless explicitly agreed otherwise, the client shall never be entitled to change the moment when the services need to be provided by the client in accordance with the agreement.

9.5. Without prejudice to the above, the client who cancelled an order shall be liable to pay any costs charged to the contractor by third parties within the scope of this cancellation.

9.6. If a consultation cannot take place due to unforeseen circumstances that can be attributed to GCV An Sterken - Feng Shui and More, the amount that has already been paid by the client will be reimbursed in full.

10. Cancellation of a half-day or one-day workshop.

10.1. In case of cancellation prior to 14 days before the start of the workshop for any reason whatsoever the registration fee shall be refunded minus € 50.00 for cancellation.

10.2. In case of cancellation less than 14 days before the start of the workshop/training course for any reason whatsoever, only 50% of the course fee will be reimbursed.

10.3. In case of cancellation between 7 days and 0 days before commencement of a workshop, the entire course fee will be charged.

10.4. It is impossible to apply for reimbursement of the course fee once the lessons have started, even if the participant stops attending the lessons or is unable to attend for any reason whatsoever.

10.5. All cancellations are to be made in writing or by email.

10.6. The contractor reserves the right to cancel the (multi-day) training course if there are insufficient participants, to refuse participants or to prevent participants from further attending the training course, in which case the registration fee will be reimbursed in full.

The contractor reserves the right to refuse participants or to prevent participants from further attending the training course at its own discretion, in which cases the registration fee will not be charged or will be reimbursed in full.

11. Cancellation of (multi-day) training courses.

11.1. In case of cancellation prior to one month before the start of the training course for any reason whatsoever, the registration fee will be reimbursed minus the advance.

11.2. In case of cancellation less than one month before the start of the training course for any reason whatsoever, 50% of the course fee will always remain due.

11.3. In case of cancellation between 14 days and 0 days before the start of a training course, the entire course fee will be charged.

11.4. All cancellations are to be made in writing or by email.

11.5. The contractor reserves the right to cancel the (multi-day) training course if there are insufficient participants, to refuse participants or to prevent participants from further attending the training course, in which case the registration fee will be reimbursed in full.

The contractor reserves the right to refuse participants or to prevent participants from further attending the training course at its own discretion, in which cases the registration fee will not be charged or will be reimbursed in full.

12. Force majeure

12.1. In case of force majeure, the contractor has the right to suspend the execution of the agreement and/or to consider the agreement dissolved in full or in part without any judicial intervention and without the contractor being liable to pay any damages.

12.2. If the contractor has already performed one of its obligations resulting from an agreement either in full or in part when a situation of force majeure occurs, the contractor has the right to invoice the works already carried out and the client is required to pay this invoice as if it concerned a separate transaction.

13. Performance of the Agreement

13.1. Participants who fail to attend a project or training course (on a permanent basis) remain liable to pay the entire agreed participation costs without the participant being entitled to attend a similar meeting at a later point in time.

13.2. The training courses, workshops and advice sessions organised by the contractor do not constitute or replace medical advice. The organised training courses, workshops and advice sessions do not replace medical, psychological and / or psychiatric treatment.

13.3. The course participant shall recognise and respect the teacher's leadership and shall communicate about this if required.

13.4. The contractor is entitled to refuse access to training courses to participants who hinder the correct execution of training courses.

13.5. Unless otherwise agreed, the contractor is not liable for full or partial attendance of the participants as envisaged by the client within the scope of a project or training course nor for registration of this attendance.

13.6. The client shall follow the instructions of the contractor as far as (participation in) the performance of the agreement is concerned and shall ensure that these instructions are followed by third parties.

13.7. The contractor shall immediately inform the client if the contractor appears unable to perform an order or any part thereof at the agreed point in time for any reason whatsoever. Both parties shall then enter into mutual consultations to agree on a new point in time, to select a replacement consultant / trainer or to opt for an alternative method or location for the execution of the order.

13.8. The contractor is not liable for any incidents and/or damage (whether material or moral). The course participant or client shall relieve the contractor of any liability / claim for damages (unless in case of deliberate intent or deceit) with regard to the training courses / lessons / advice sessions they have attended.

14. Liability

14.1. GCV An Sterken - Feng Shui and More cannot be held liable in any way for the manner in which the acquired knowledge or advice is used by the client after the consultation, training course, workshop, coaching session or any other provision of services nor for any possible personal injuries, material damage or financial losses that directly or indirectly result from a consultation or any other provision of services by GCV An Sterken - Feng Shui and More, regardless of whether it concerns collateral damage, consequential damage or trading losses.

15. Copyright

15.1. Any documentation / information provided by GCV An Sterken - Feng Shui and More can only be multiplied, disclosed or made available to third parties after written approval has been obtained from GCV An Sterken - Feng Shui and More and can only be used for the client's purposes.

15.2. Any learning materials provided in written or oral form as well as all other materials offered remain the property of An Sterken Feng Shui and More and are not to be passed on, transferred or sold to third parties in any manner. This also means that notes and dictations of the learning material and the examples used in these materials cannot be distributed, cannot be shared and cannot be passed on in the broadest sense. Neither the client nor any third party is allowed to make sound or video recordings during the consultations, training courses / workshops, coaching sessions or any other provision of services (whether at a physical location or online) on any carriers for visual or audio recordings. An Sterken Feng Shui and More reserves the right to recover possible damage from those who violate this provision.

16. Confidentiality

16.1. Both parties shall ensure the confidentiality of all confidential information they receive from one another within the scope of this agreement during a consultation, training course, workshop, coaching session or any other provision of services. In case of violation of these confidentiality provisions the contractor shall have the right to stop providing services to the client with immediate effect and without reimbursing any amounts that have already been invoiced / paid.

16.2. The confidentiality obligation also applies to information that results from the contact between the consultants and project or training course participants.

16.3. Modules, models, techniques and/or instruments (including software) that have been used for the execution of the order are and remain the property of the contractor. Disclosure is therefore only possible if prior approval has been obtained from the contractor in writing.

16.4. Both parties shall make every reasonable effort to maintain the confidentiality of the data and information referred to in this article. Both parties shall ensure that their staff members as well as any persons who have access to the information due to circumstances that can be attributed to them shall fulfil the confidentiality obligation.

16.5. Upon termination of the agreement the confidentiality obligation shall remain in effect indefinitely.

16.6. Unless otherwise agreed, the contractor will provide and make available the appropriate work equipment and documentation without any further costs. All training courses, documentation, drawings, models, plates, movies, pictures, stamps and other video, audio and information carriers or other tools and designs, including software, both as a whole and the different components thereof, shall remain the property of the contractor. The client shall refrain from any actions that constitute a violation of a patent, copyright, trademark or licence. Imitations, reprints or reproductions in any way are forbidden.

16.7. All intellectual property rights relating to publications provided to the client or with regard to these publications belong to GCV An Sterken - Feng Shui and More. Nothing contained in the documents provided to the client can be used, multiplied, translated, stored in an automated data file and/or made public in any form or manner (electronically or mechanically, by means of photocopies, printed media, microfilm, recordings, the Internet or any other form or manner) without the prior written approval by the author. All rights are reserved worldwide.

17. Non-Competition

17.1 During this agreement and up to 24 months after the end of the agreement, the Client is obliged not to disclose or to offer or make available any products or services to or via third parties that are equal or similar to those supplied by the Client. services received from the Contractor.

17.2 The Client may only use acquired knowledge and information received for strictly personal purposes and, if necessary, to improve its own organization, without marketing it.

17.3 The above also relates to works, products and services that do not infringe any intellectual property right of the Contractor, but which compete with the products and services or other expressions of the Contractor.

18. Consequences of non-compliance

18.1. If the client fails to ensure compliance, full compliance or timely compliance with an agreement concluded with the contractor and/or in case of bankruptcy or suspension of payment on the part of either party, the contracting party has the right to demand compliance or to seek full or partial dissolution and/or claim damages. The party terminating the agreement or suspending its obligations with good reason shall no longer be liable towards the contracting party on the grounds of this termination or suspension, and this termination or suspension shall not affect its other rights.

18.2. If the contractor accepts a cancellation of the agreement by the client, this does not prejudice the contractor's claim to compensation for damage, which include any costs incurred unnecessarily by the contractor as well as any loss of profit.

18.3. In case of bankruptcy or suspension on the part of the client, as indicated above, all amounts owed by the client shall immediately become due and payable without any judicial intervention and the contractor shall be entitled to terminate the agreement or to terminate or suspend all obligations that result from this and any other agreements with the client. The contractor does not have to demonstrate compliance on the part of the client.

19. Applicable law

19.1. All offers, agreements and their execution are exclusively governed by Belgian law.

20. Complaints procedure and handling of disputes

20.1. Any complaints about the activities of An Sterken - Feng Shui and More shall in the first instance be addressed by means of open consultations between the client (or participant in the activities) and the person who bears the final responsibility for the activity (the contractor). The client shall be given ample opportunity to clearly formulate the complaint. The contractor shall make every effort to develop a deep understanding of what the client wants to report. Based on the principle of a learning organisation, An Sterken - Feng Shui and More shall participate in this conversation with the intention of improving its products and services through customer feedback.

20.2. The contractor shall examine the complaint as soon as possible and at the latest within four weeks after the complaint is filed.

20.3. The aim is to settle disputes amicably as much as possible. The conversations about the complaints are intended to solve the issue together, taking into account the interests of both the client and the contractor.

20.4. An Sterken - Feng Shui and More does its utmost to ensure that any publication that is presented to the client meets the highest standards and is highly informational. The technical accuracy of the information and the contents of any publication are checked. However, An Sterken - Feng Shui and More is not responsible and does not give any guarantees with regard to the contents of the publication and does not assume any liability

for any loss or damage caused or alleged to be caused directly or indirectly by the information contained in the publication.

20.5. Complaints shall always be handled in a confidential manner.

20.6. The different actions taken to address the complaint will be recorded in writing and these reports will be made available to the client and the contractor; the contractor undertakes to keep these written records for a period of at least two years.

20.7. The contact details of GCV An Sterken – Feng Shui and More are as follows: GCV An Sterken - Feng Shui and More – Puienbroeklaan 26 - 8310 Brugge (Bruges) – Belgium - mob +32(0)496 108 884 - fengshui@fengshuiandmore.be - www.ansterken.com - VAT BE 0840.525.982 - Register of Legal Entities of Bruges - IBAN BE52 0688 9389 2009

21. Special provisions

21.1. GCV An Sterken - Feng Shui and More shall never be liable for any damage caused by negligence in providing information.

21.2. GCV An Sterken - Feng Shui and More reserves the right to prevent clients from continuing their activity or to exclude them from further participation in the training course or workshop if they hinder or thwart the normal course of a consultation / training course / workshop / coaching session or another provision of services. This does not affect the obligation to pay the obligatory participation fee.

21.3. Recovery of the fee is not possible if the client decides to stop a consultation / training course / workshop / coaching session or other provision of services.

21.4. The client states that the client / participant is in good health and physically and mentally capable of doing physical, mental and psychological exercises during participation in a consultation, training course, workshop, coaching session or any other provision of services. Participation in an exercise or in the application of a method by GCV An Sterken - Feng Shui and More, its employees or the participant is entirely voluntary and is the sole responsibility of the participant. GCV An Sterken - Feng Shui and More shall never be liable for any damage caused by negligence in providing information.

21.5. The client / course participant is responsible for any damage they inflict on the belongings of the participants or on the buildings and / or facilities where the training courses and workshops are organised.

The latest version of the General Terms and Conditions on www.ansterken.com applies.