

Terms and Conditions

Article 1: conditions application

- 1.1 These general terms and conditions apply to all business agreements between Shiela Company and its clients for the provision of consulting and/or workshops, online courses, coaching calls or other activities that contribute to personal and/or professional development.
- 1.2 In the following text, the name "Shiela Company" shall have the following meaning: "Shiela Company and the third parties, engaged by this organization for the execution of agreed assignments".
- 1.3 Deviations from these terms and conditions are only binding by agreement and when Shiela Company has **expressly confirmed these deviations to the client in writing**.
- 1.4 During the agreement, Shiela Company has the right to unilaterally change the general terms and conditions.

Article 2: offers and agreements

- 2.1 All quotations made by Shiela Company are non-binding and valid for 7 days, unless otherwise indicated. Shiela Company is only bound by an offer if the acceptance thereof is confirmed and signed in writing **by the client** to Shiela Company within the specified period of validity without reservation or modification and the client does not dispute the correctness thereof in writing within ten working days or (if that period is shorter) at least 48 hours before commencement of the work.
- 2.2 Prices in quotations, on websites or elsewhere are exclusive of VAT and in euros unless otherwise stated
- 2.3 In addition to the condition in article 2.1, an agreement exists when the client provides Shiela Company with a written assignment to give advice and/or coach one or more participants. Such a written assignment has various manifestations, including a signed quotation, a signed assignment agreement, a letter, an e-mail or a completed Shiela Company registration or application form. It is also possible for Shiela Company, in consultation with the client, to send a letter to confirm a verbal assignment. An agreement is also established after the client has successfully completed the ordering process via the website. The

agreement can only be established through the website after the client has clicked on agreeing to these general terms and conditions.

- 2.4 If a deadline is agreed for the completion of certain work by Shiela Company, this will not be a deadline, unless otherwise agreed. Exceeding the agreed deadline will therefore not constitute an attributable shortcoming by Shiela Company. the client cannot dissolve the agreement for this reason and is not entitled to damages. However, if the agreed period is exceeded, the client can, by mutual agreement, set a new period within which Shiela Company must carry out the agreement; exceeding this new period can constitute grounds for the client to dissolve the agreement.
- 2.5 If Shiela Company is instructed to fulfill all or part of an assignment in cooperation with a third party, the client **will determine** in consultation with all involved what each person's task is. Shiela Company assumes neither joint and several liability nor liability for the performance of the third party's task and related work.

Article 3: rights and obligations

- 3.1 In any agreement between Shiela Company and its client, Shiela Company undertakes to perform the agreed efforts according to the highest standards of craftsmanship and care that the client can and should expect from Shiela Company at the time the order is made.
- 3.2 With each agreement between Shiela Company and its client, Shiela Company accepts an obligation of effort and not an *obligation to achieve a result*. It goes without saying that Shiela Company, as a supplier, nevertheless makes every effort to achieve a result that is satisfactory to both parties.
- 3.3 Shiela Company is entitled to engage third parties for the execution of an agreement entered into with Shiela Company. Shiela Company hereby undertakes to select these third parties with the utmost care in order to achieve a good quality of performance.
- 3.4 If one of the parties to an agreement materially fails to fulfill its obligations and, after being expressly reminded of this by

the other party, fails to fulfill these obligations within a reasonable period of time, the other party shall be entitled to terminate the agreement without the terminating party owing the failing party any compensation. The services rendered up to the termination shall be paid for in the agreed manner.

- 3.5 If Shiela Company depends on information or cooperation from the client or participant(s) to fulfill its obligations, Shiela Company will be indemnified from its obligations if the client or participant(s) fail to provide the necessary information or cooperation in a timely and thorough manner.
- 3.6 If the agreement entered into with Shiela Company relates to the repeated delivery of the same performance to the client, the agreement entered into with Shiela Company is for the duration of one year, unless expressly agreed otherwise. Such an agreement is always tacitly renewed for the duration of one year. Each party may terminate the agreement in writing three months prior to such renewal, whereby the parties shall not be mutually obliged to pay compensation on account of such termination.

Article 4: passage, placement, admission and replacement of participant(s)

- 4.1 Workshops, courses or other activities aimed at increasing people's knowledge, understanding and skills will only take place if the minimum number of participants are present, as agreed with the client.
If there are not enough participants, Shiela Company discusses possible alternatives with the client or participant.
- 4.2 Shiela Company places participants in a particular workshop, course or other characteristic activity of Shiela Company in the order in which registration has taken place.
- 4.3 Some of our programs have admission requirements. In such cases, admission to these programs is subject to a written or oral examination.
- 4.4 A participant can, in consultation with Shiela Company and the organization to which this person belongs, be replaced by another participant if the change is communicated in writing to Shiela Company at least 48 hours before the start of the first course day or workshop. For replacement, Shiela Company will charge

a €50 administrative fee to the client. If it concerns a program to which admission requirements apply, the possibility of substitution is canceled unless timely review is organizationally feasible. The cost of the substitute's review will be passed on to the client.

Article 5: relocation, cancellation, dissolution or termination of programs

- 5.1 Transfer, cancellation, rescission or termination of an agreement with Shiela Company can only be made in writing
- 5.2 If a participant does not participate in a program for any reason without timely written notice on the date the participant was placed, there is no displacement, cancellation, rescission or termination and the original financial arrangements between Shiela Company and its client remain full force and effect.
- 5.3 In the case of ongoing or open programs, rescheduling, cancellation, dissolution and termination are possible free of charge up to six weeks before the start of the first meeting
- 5.4 For relocation, cancellation, dissolution and termination between four and six weeks prior to commencement, Shiela Company will charge the client an amount of 75% of the agreed costs. The remaining costs will be forfeited with the relocation, cancellation, dissolution or termination between four and six weeks prior to commencement.
- 5.5 In case of cancellation, dissolution and notice within four weeks before the start of the first meeting, the client reimburse 100% of the agreed costs to Shiela Company.
- 5.6 In case of rescheduling within four weeks before the start of the first meeting, the client is obliged to reimburse Shiela Company 50% of the agreed costs for the originally discussed dates.

Article 6: cancellation, dissolution and termination of custom work

- 6.1 In the case of programs customized by Shiela Company for the client, cancellation, dissolution and termination are not possible.

Article 7: Relocation, cancellation, rescission and termination of coaching and other coaching programs and operational support

- 7.1 If the client reschedules coaching and/or other counseling and/or operational support within 48 hours before the start of the activity in question, the client will owe 100% of the cost of the hours canceled or of the agreed principal amount.
- 7.2 The client shall owe 100% of the total agreed principal sum if, with or without cancellation, he does not use the agreed services of Shiela Company.

Article 8: force majeure

- 8.1 A failure in the performance of the agreement cannot be attributed to the parties in the event of force majeure. In case of force majeure, no right to compensation arises.
- 8.2 If either party is in default with respect to its obligations arising from the agreement for a period of more than 30 days as a result of force majeure, the other party shall have the right to terminate the agreement by registered letter and with immediate effect without judicial intervention, without giving rise to any right to compensation
- 8.3 Force majeure includes all circumstances that render the parties temporarily or permanently unable to fulfill their obligations such as, for example: fire, prolonged illness, prolonged power failure, digital network failures

Article 9: fee & payment terms.

- 9.1 Unless otherwise agreed, Shiela Company's fee consists of a predetermined fixed amount per agreement or per service rendered and/or can be calculated on the basis of rates per unit of time worked by Shiela Company.
- 9.2 All prices quoted by Shiela Company are exclusive of VAT unless expressly stated otherwise
- 9.3 All prices quoted by Shiela Company are exclusive of travel and other expenses incurred on behalf of the client, which also includes invoices from third parties engaged.
- 9.4 Payments must be made in advance, no later than 14 days from the invoice date, unless otherwise agreed in writing. In case of late payment, the client shall owe the statutory default interest and extrajudicial collection costs of legally determined percentage of the amount not paid on time.
- 9.5 Within certain circumstances (including developing custom work, providing

special facilities and serving a different size of groups), Shiela Company may, in consultation with the client, require an advance payment or equivalent security prior to commencing its work.

- 9.6 Shiela Company reserves the right to adjust the agreed fees annually in consultation with the client.
- 9.7 If, at the client's request Shiela Company is required to subcontract or outsource specialist work to third parties if necessary, different rates may apply. Where appropriate, separate arrangements will be made between the parties in advance.
- 9.8 In case there are multiple clients, each client is jointly and severally liable to Shiela Company for the payment of the total invoice amount in case the work was performed on behalf of all such clients.

Article 10: acquisition of personnel

- 10.1 During the term of the agreement and/or within one year after termination of the agreement, neither of the parties involved in an agreement shall be permitted to employ, otherwise engage or negotiate with persons who are or have been involved in the performance of an agreement from the other party, other than after prior oral consultation and written consent from the other party.

Article 11: intellectual property and copyrights

- 11.1 The documents provided to the client by Shiela Company during the preliminary discussion, preparation and/or execution are intended exclusively to be used in the execution of the agreed assignment and may not be reproduced or made available to third parties.
- 11.2 If copyrights or intellectual property rights are vested in documents used in the preliminary discussion, preparation and/or execution of (digital) products and services provided by Shiela Company to the client, Shiela Company is and will remain the holder or owner of these rights before, during and after the assignment (subject to licenses from third parties). The client only receives a non-transferable right of use to the extent necessary for the performance of the agreement.

Article 12: liability

- 12.1 Shiela Company will only be liable for direct damage attributable to it that can be proven through judicial intervention to

be the result of intentional or deliberate recklessness on the part of Shiela Company and its employees.

- 12.2 Under no circumstances can Shiela Company be held liable for indirect damage attributed to it. Alleged psychological damage that participants claim to have suffered during projects Shiela Company has carried out with the client is also covered by this clause.
- 12.3 If Shiela Company is held to compensation for damages suffered by the client, such compensation shall be limited to a maximum of the agreed fee for the assignment.
- 12.4 Shiela Company's total compensation to its client can never exceed €2,500.
- 12.5 When physical exercise or athletic activities are part of projects Shiela Company performs with a client, participants are free to participate or not to participate in these activities. In these cases, it is up to the participants themselves to determine whether participation is responsible and acceptable for them.
- 12.6 Shiela Company can never guarantee that following a course, workshop, coaching program or taking a digital product will lead to the success of the client's **business or life**. In the programs and products, Shiela Company shares its knowledge, experience and tools. In addition to following the program, you must set aside sufficient time for the assignments or exercises. Shiela Company cannot guarantee that following its programs will generate success in your life or business. However, it will make every effort to ensure that you have the right tools to successfully follow and complete the programs. The support Shiela Company offers within limits during the duration of the program depends on which package you purchase. The support is described on each program's website.
- 12.7 In the event of an attributable failure, you must first give Shiela Company written notice of default, with a reasonable period of time, so that it is able to fulfill its obligations, or rectify any errors, or mitigate, or remedy damages

Article 13: confidentiality of confidential information

- 13.1 Both parties are obliged to keep confidential all confidential information they have obtained from each other or

from other sources in the context of their agreement. Information is considered confidential if it has been communicated by the other party or if it is recognizable from the nature of the information.

- 13.2 If Shiela Company is required under a statutory provision or a judicial decision to disclose confidential information to third parties designated by law or by the competent court, and if Shiela Company cannot invoke a right to refuse to give evidence that is recognized or permitted by law or by the competent court, Shiela Company will not be liable for damages or compensation and the other party will not be entitled to dissolve the agreement on the grounds of any damage arising as a result.

Article 14: personal data

- 14.1 Unless the client expressly indicates that it objects to this, the client, upon entering into an agreement, grants Shiela Company permission to include participants' personal data in its database for informational purposes. Shiela Company will manage this data carefully and in accordance with legal requirements; will use it exclusively for its own purposes and will not make it available to third parties other than as described in the privacy statement of Shiela Company, which is posted on the website and can also be requested from Shiela Company.

Article 15: product specifications and errors of workshops, (online) courses and digital products

- 15.1 The essential features of the programs and digital products are described on the website.
- 15.2. Shiela Company cannot be bound by spelling or typographical errors on the websites and products.
- 15.3. The range of online programs, products and/or services offered on the website is subject to change.

Article 16: terms of use

- 16.1 When using the website, the client should comply with what can be expected of a responsible and careful Internet user.
- 16.2. The client is not allowed to bypass or crack the security applications on the website.
- 16.3. The Customer is not allowed to use the website in such a way that it affects the proper functioning of computer systems of

Shiela Company or third parties or that it hinders or hinders other users of the website.

Article 17: right of withdrawal

- 17.1 Since the online course and the digital products are items with digital content, the right of withdrawal shall not apply to the course ordered or to the digital product ordered, provided that the delivery of the course and/or the digital product has begun with the Customer's express prior consent and the Customer has declared that he thereby waives his right of withdrawal.
- 17.2. If the Customer has not expressly consented to the commencement of the delivery of the online course and/or digital product and the Customer has not waived his right of withdrawal, Shiela Company shall not proceed with the delivery of the online course or digital product until the 14-day rescission period has expired.

Article 18: online course and account

- 18.1 The online courses are made available through the website. The client can take the course through their account on the website.
- 18.2 The content of the entire course is not directly visible on the website. The client can only move to the next module of the online course after completing the previous module.
- 18.3 The client is at all times responsible for his account on the website and login details.

The customer must keep his login details carefully to himself and under no circumstances pass these login details on to third parties. If the client discovers that a third party is making unauthorized use of his login codes, the client must notify Shiela Company immediately.

- 18.4 Shiela Company does not guarantee that the website will operate without interruption or without errors. The client acknowledges that access to the website may be interrupted due to various reasons. Shiela Company is not liable for damages resulting from this temporary interruption of the website that temporarily prevents the client from attending the course. However, Shiela Company will endeavor to provide full continuity of website availability and restore the interruption within acceptable time frames, but is dependent on third parties such as web-hosting parties to do so.
- 18.5 Shiela Company strives to keep the materials accessible to its participants online for life, but cannot guarantee this

Article 19: disputes

- 19.1 Only Dutch law applies to agreements between Shiela Company and client to which these general terms and conditions relate.

- These terms and conditions were updated on March 12, 2024 -