

In these General Terms and Conditions, the following definitions apply:

****Customer–Business****

Any natural person or legal entity that makes use of the Services of the Service Provider in the context of a commercial, industrial, artisanal, or professional activity.

****Customer–Consumer****

Any natural person who makes use of the Services of the Service Provider for purposes that fall outside their trade, business, craft, or professional activity.

****Service Provider****

The sole proprietorship Elise Claes, which offers services in the field of coaching and teaching, including one-on-one sessions with intake, programs and session packages, and knowledge sharing through formats such as masterclasses and miniminds. Elise Claes may also, by mutual agreement, provide administrative and bookkeeping support without holding a formal accounting mandate.

****Services****

All services offered or performed by the Service Provider, both for the Customer–Consumer and the Customer–Business. The Services include, among others, individual coaching with intake, sessions on location or via digital meeting, programs and session packages, and knowledge sharing through the formats offered by Elise Claes. The specific content, duration, planning, pricing modalities and any travel compensation will be communicated in advance and confirmed in writing or digitally.

****Bundle Package****

A pre-agreed package of sessions or services purchased by the customer at an agreed price, where the content, scope and duration are determined in advance or confirmed in writing or digitally.

****Login Credentials and Access****

All login details or access required for the execution of the agreed Service, such as access to a digital meeting tool, shared documents or, where relevant, systems or mailboxes in the context of administrative or bookkeeping support. The customer remains responsible for providing these correctly and in a timely manner.---

Scope of Application

General

These General Terms and Conditions apply to every offer, booking, order, invoice and agreement in which Elise Claes offers or delivers Services to a Customer, regardless of whether the Customer acts as a Customer–Consumer or a Customer–Business. They apply to all Services, regardless of whether they take place on location or via digital meeting.

The Customer accepts these terms and conditions by booking, placing an order, confirming an assignment, making payment, or allowing the execution to start.

Deviations are only valid if Elise Claes has explicitly accepted them in writing beforehand.

Pre-contractual information

Before concluding the agreement, Elise Claes makes information available about the Services, the booking method, pricing modalities and practical organization via her website and, where necessary, additionally via email or other common communication channels.

After an introductory conversation or booking, Elise Claes provides written confirmation of the agreements and these general terms and conditions.

Information and cooperation from the Customer

The Customer provides the information necessary for correct execution in a timely manner, including expectations, objectives and practical arrangements.

If additional alignment is required because this information was not communicated beforehand, Elise Claes may charge the time spent on this at the applicable rate or deduct it from the agreed package.

Composition of the Quotation

Content of the quotation

Each quotation from Elise Claes contains at least a clear description of the requested support or service, the expected timeframe, the working method (on location, hybrid or remote), and the price or pricing method used (daily rate, hourly rate or project price via bundle package).

If not all parameters are known yet (such as access to systems, content of a financial plan or time spent explaining software), this will be stated as a reservation.

For complex programs or multi-phase assignments, such as start-up guidance or technical installations, the quotation may be built up step by step depending on the phases.

Validity and revision

Quotations are valid for 30 days unless stated otherwise.

If during the execution it appears that additional services or adjustments are required to perform the assignment correctly (for example due to changed needs, additional programs or missing login credentials), Elise Claes may revise the quotation.

These additional works will only be carried out after consultation and agreement with the Customer.

Right of Withdrawal for Customer–Consumers

Customers acting as Customer–Consumer generally have a right of withdrawal in accordance with the Belgian Code of Economic Law (WER).

Exception for services on a fixed date

When the customer books a Service that must take place on a specific date or within a clearly defined period, the right of withdrawal does not apply to that booked service.

Price Determination and Execution Period

Price calculation

The price for the Services of Elise Claes is communicated via the website, via written or digital confirmation, or via a quotation where applicable.

The price may be determined per session, per program, through a session package, or through another previously agreed formula.

Any travel compensation for sessions outside Lier will be communicated in advance.

The invoice is drawn up in advance and is payable on the due date stated on the invoice.

Elise Claes may suspend execution as long as payment has not been received.

Rates

For an overview of all current rates and available offers, please refer to the rates page on the website of Elise Claes. Prices of consultations, sessions and other services are clearly listed there and may be adjusted from time to time.

The rate displayed on the website at the moment of reservation or booking applies.

For the most recent price information, please visit:

[<https://www.lightofdelphi.be/offers>]

All listed prices are charged ****without VAT****, as Elise Claes is VAT-exempt.

Any additional costs, such as travel compensation for sessions outside Liege or costs for necessary tools or licenses, will be communicated in advance and charged separately.

Working method and execution

Services may be delivered on location, remotely, or in a hybrid format.

In all cases the Customer must provide the necessary access. This includes, among other things, workspace, availability of software or programs, and the timely provision of login credentials or documents.

If this is not provided, Elise Claes may suspend execution without liability for delays.

Execution period

Execution of the assignment is scheduled in mutual consultation.

Deadlines are discussed at the start but depend on the availability of the Customer, the provision of information and the complexity of the assignment.

If circumstances affect the planned timeframe, this will be communicated in a timely manner.

Project-Based Agreements for Administrative and Bookkeeping Support

Administrative and bookkeeping support

Elise Claes provides support with administrative and bookkeeping tasks as agreed in advance.

The specific tasks and scope of support are determined in mutual consultation and may be adjusted during the collaboration depending on the needs of the customer.

Provision of documents, access and planning

The Customer provides in time everything necessary for the execution of the agreed bookkeeping tasks. This includes relevant invoices and documents and, where necessary, access to systems or mailboxes and the required email addresses.

If organizational needs require it, the parties may agree on a physical planning or working method.

Working format

Support may be provided remotely, physically on location, or in a combination of both, according to the agreements between the parties.

No accounting mandate

Elise Claes does not act as a certified accountant or tax advisor and does not exercise a mandate before tax authorities or other government institutions.

The customer remains responsible for the accuracy and completeness of the provided information and documents.

Data protection and confidentiality

Elise Claes processes data solely for the execution of the assignment and acts in accordance with applicable GDPR provisions. Where relevant, Elise Claes may provide a separate privacy statement.

Project-Based Agreements for Coaching

Nature of the service

Elise Claes provides coaching to Customers, either as Consumers or within the context of their professional activity.

Coaching consists of individual sessions, possibly within a program or session package, as agreed in advance.

Intake conversation and expectations

Before the start of coaching an intake conversation takes place.

During this conversation the parties discuss expectations, objectives, working methods and

practical arrangements for the sessions. These agreements may subsequently be confirmed in writing or digitally.

Working method and communication

Coaching may take place on location or via digital meeting according to the agreements between the parties.

The customer provides the information necessary for meaningful sessions in a timely manner, including relevant context, questions and available data.

Flexible formulas

Coaching may be booked as a single session, a program, or through a session package, each at the previously communicated price modalities.

Confidentiality and responsibility

Elise Claes treats information shared during coaching confidentially.

Elise Claes is not liable for consequences resulting from incomplete or incorrect information provided or confirmed by the Customer.

Responsibility for Information, Preparation and Availability

General obligation of the Customer

The Customer provides all information necessary for the delivery of Elise Claes' Services in a timely, complete and accurate manner.

What is required depends on the chosen Service and the agreements made in advance.

Specifically for coaching and one-on-one sessions

For coaching, intake conversations and one-on-one sessions, the customer provides relevant context, questions and expectations in advance and indicates which objectives they wish to address.

The Customer also ensures availability at the agreed time and that a digital meeting can technically take place, including a stable connection and access to the meeting tool used. If the session takes place on location, the Customer ensures timely presence at the agreed location and the practical conditions necessary for the session to proceed normally.

Specifically for administrative and bookkeeping support

For administrative and bookkeeping support, the Customer provides relevant documents in a timely manner, including invoices and other documents, and where necessary the agreed email addresses and access credentials.

The parties coordinate the working method and any physical planning in mutual consultation.

Consequences of incomplete or late input

If the Customer provides information, documents, access or cooperation incompletely, incorrectly or late, Elise Claes may suspend, reschedule or limit the execution to what is possible.

Additional coordination or extra time resulting from this will be charged at the applicable rate or deducted from the agreed package.

Limitation of liability in case of insufficient cooperation

Elise Claes is not liable for damage, delays or missed objectives directly resulting from incorrect, incomplete or late information, documents or cooperation from the Customer, or from technical or practical obstacles on the Customer's side that prevent a session from taking place normally.

Cancellation, Rescheduling and No-Show

Cancellation by the Customer

The Customer cancels a scheduled appointment or session at least ****24 hours in advance**** via written or electronic notification.

In case of cancellation or postponement within 24 hours before the start, Elise Claes may charge the scheduled session or service.

Rescheduling by mutual agreement

If the Customer cancels within 24 hours or wishes to reschedule, the parties may mutually consider rescheduling the appointment.

Rescheduling is only possible if Elise Claes confirms it. If no new date is agreed upon or rescheduling is not feasible, the fee for the scheduled session remains due.

No-show and unavailability

If the Customer does not appear at the agreed time, or if a session cannot take place due to unavailability on the Customer's side (including missing access or necessary technical/practical conditions for a digital meeting), this is considered a ****no-show****.

In that case the full fee for the scheduled session remains due.

Repeated late cancellations or no-shows

In case of repeated late cancellations, no-shows or recurring unavailability, Elise Claes may suspend further execution or terminate the collaboration, without prejudice to the right to payment for already scheduled or delivered services.

Delivery, Ownership and Intellectual Property

Delivery

Elise Claes delivers the agreed Service on the agreed date and in the agreed form, on location or via digital meeting.

If additional materials are agreed upon, Elise Claes provides them via email or an agreed digital channel.

Intellectual property and use

All materials made available by Elise Claes within the framework of the Services, including texts, formats, templates, working methods and training materials, remain the property of Elise Claes.

The customer may only use these materials for personal use within the context of the agreed Service.

The customer may not share these materials with third parties, publish them or use them commercially without prior written consent from Elise Claes.

Reuse of general formats

Elise Claes may reuse general formats and methods that are not specifically linked to one customer for other assignments.

General Liability

Careful execution and nature of the obligation

Elise Claes performs the agreed Services with professional care and according to the standards reasonably expected for coaching, teaching and administrative or bookkeeping support.

The obligation is an ****obligation of effort (best-efforts obligation)****. Elise Claes does not guarantee a specific result and cannot be held liable for failing to achieve a goal intended by the customer.

Limitations of liability

To the extent permitted by law, the liability of Elise Claes is limited to the amount paid or owed by the customer for the relevant Service.

Elise Claes is only liable for ****direct damage**** that is the demonstrable result of a proven fault.

Indirect damage is excluded, including loss of profit, loss of opportunity, reputational damage, missed savings, consequential damage and damage resulting from decisions taken by the Customer following coaching, teaching or explanations provided.

Sessions on location and digital meetings

When a session takes place on location, the Customer ensures the conditions necessary for the session to proceed normally.

When a session takes place digitally, the Customer ensures a workable technical environment.

Elise Claes is not liable for disturbances or damage resulting from issues on the Customer's side such as connection problems, unavailability or technical limitations.

Confidentiality and data

Elise Claes treats information shared in the context of the Services confidentially.

Elise Claes is not liable for incidents resulting from the Customer's actions or omissions, including sharing information through unsecured channels or failing to follow reasonable agreements regarding access and communication.

Complaints Procedure

The Customer reports complaints regarding the execution of a Service ****in writing or by email within a reasonable period after the service****.

Complaints reported after more than ****14 days**** are considered late, unless the Customer demonstrates that this was not possible earlier.

Elise Claes will investigate a timely complaint and, where reasonable, attempt to provide an appropriate solution without this automatically leading to liability.

Customer–Consumers – Debt Collection (Book XIX WER)

Payment term

Invoices are payable on the date stated on the invoice.

Reminder and compensation

The first payment reminder to Customer–Consumers is free of charge (art. XIX.2 WER).

If payment is not made within ****14 calendar days after the reminder**** (plus 3 working days for non-electronic delivery), the Customer–Consumer automatically owes a fixed compensation:

* €20 for amounts up to €150

* €30 + 10% of the amount above €150

* €65 + 5% of the amount above €500

* with a maximum of €2,000

Additional reminders

For each additional reminder an administrative fee of ****max. €7.50**** (excluding postal costs) may be charged, provided this is communicated in advance.

Customer–Businesses – Debt Collection

Payment term

Invoices are payable on the date stated on the invoice.

Interest for late payment

In case of non-payment on the due date, default interest is automatically due without prior notice, in accordance with the Law of 02/08/2002.

The applicable interest rate is that of the semester in which the invoice was issued.

Compensation

A fixed compensation of ****10% of the invoice amount**** will be charged, with a minimum of ****€250****.

Suspension in case of non-payment

In case of non-payment, the Service Provider reserves the right to suspend further services until full payment has been received.

Any deadlines are automatically extended accordingly, and Elise Claes is not liable for delays or consequential damages resulting from this suspension.

Collection costs

All collection costs — amicable and judicial — including court costs, are borne by the Customer–Business.

GDPR / Data Protection

Purpose and legal basis

Elise Claes processes the Customer's personal data solely for the execution of the agreement and on the basis of legitimate interests such as administration and customer follow-up, in accordance with GDPR.

The Customer may access, correct or delete their data, object to processing or request data portability.

Complaints may be submitted to Elise Claes or to the Belgian Data Protection Authority via [www.gegevensbeschermingsautoriteit.be](<http://www.gegevensbeschermingsautoriteit.be>).

Jurisdiction

For Customer–Consumers

Customer–Consumers may submit disputes to a territorially competent court in accordance with ****article 624, 1°, 2° and 4° of the Belgian Judicial Code****.

This means the consumer may choose between the court of:

- * their place of residence
- * the place of execution of the agreement
- * the registered office of Elise Claes

For Customer–Businesses

Disputes with a Customer–Business fall under the ****exclusive jurisdiction of the Enterprise Court of the district where the Service Provider is established****, unless mandatory legislation provides otherwise.