

## **Terms & conditions of sale - Belgium**

### **Article 1. The Company**

The SRL PHYSICAL COACHING ACADEMY, hereafter « PCA », registered with the K.B.O. under n° 0553 923 943, with registered offices located in 1180 Brussels, Zonnebloomlaan 26 and operational offices located in 1180 Brussels, Waterlooosteenweg 1302, tel. 02/347.06.27, info@physicalcoaching.com.

### **Article 2. Opposability**

The current terms and conditions determine the rights and obligations of parties and are applicable for registration by the customer for a training program organized by PCA. The training programs are listed on the website [www.physicalcoachingacademy.com](http://www.physicalcoachingacademy.com), tab « COURSES ». These terms and conditions apply by default for any visit to the website, subscription or registration by a customer. This implies full acceptance by the customer of the terms and conditions, excluding any other terms and conditions, unless explicit agreement of both parties. PCA draws the attention of the customer to the fact that it reserves the right to modify the terms and conditions at any time, knowing that any new version of the terms and conditions will be made available through the website.

### **Article 3. Registration**

3.1. Any registration for a training organized by PCA is to be done through the registration form made available on the website [www.physicalcoaching.com](http://www.physicalcoaching.com). By filling in the registration form the customer confirms having read and accepted the PCA terms and conditions. The sale is only final after confirmation of acceptance of the registration by PCA to the customer by e-mail at the address submitted by the customer upon registration. PCA reserves the right to refuse registration in the event of a pre-existing dispute with the customer.

3.2. The calendars of the trainings proposed and organized by PCA are indicative, PCA reserves the right to modify the calendars if circumstances require to do so. In that case, PCA will inform the customer by e-mail of any change at least 48 hours prior to the start of the training chosen by the customer.

3.3. Any registration is final and unconditional. The registration fee is to be paid in full by the customer and no partial reimbursement will be granted, except for the right of retraction mentioned in article 5.

### **Article 4. Price and payment**

4.1. The rates mentioned on the website [www.physicalcoaching.com](http://www.physicalcoaching.com) include all taxes and contain the registration fee, the price matches the offered services and administrative costs. Any possible mistake regarding price is only binding for PCA if registration has been confirmed by e-mail to the customer. PCA reserves the right to modify prices as long as the sale is not final. Prices mentioned on the registration confirmation by PCA are final and include VAT.

4.2. The final price is payable, at the customer's discretion, either in full or through four monthly installments, using one of the payment methods provided by PCA on its website during registration. When the customer opts for full payment, they have the following two options:

- They may choose to pay the registration fee through a bank transfer. In such a case, the amounts due following registration must be fully transferred to the bank account specified by PCA during registration, within 48 hours after placing the order. Failure to make payment within this timeframe gives PCA the right to cancel the customer's registration and, consequently, deny access to the training.
- Alternatively, they may choose to make payment through the secure banking payment system offered on PCA's website. The order becomes final only upon approval of the payment by the banking payment system. If the banking system rejects the payment, the order is automatically canceled, and the customer is notified via email.

When the customer opts for the four-installment payment plan, allowing for payment flexibility, the online

payment solution provided on PCA's website divides the amounts due by four and rounds them to whole numbers. As a result, the first installment may be slightly higher than the subsequent three. The customer then has the option to make payments using a credit card or debit card.

In both cases, the first installment is immediately processed, while the remaining three are deducted individually in the month following the order. They are automatically withdrawn by the payment organization at one-month intervals. The withdrawal dates provided by the payment system are approximate and are based on the calendar date of the order placed by the customer; hence, they may vary slightly.

These payment arrangements do not exempt the customer from the obligation to settle the total amount of the training fee on the date of their order on PCA's website.

4.3. Any amount unpaid on the due date will be increased by law, and without prior notice, with a default interest of 1% per month, as well as a lump-sum compensation of 15% of the invoice amount, with a minimum of € 150.

## **Article 5. Retraction**

5.1. A customer concluding a sale « from a distance » through internet with PCA, holds a right of retraction during 14 days following the conformation of the sale. If the customer wishes to use his/her right of retraction, he/she must notify this decision to PCA by e-mail to the e-mail address [info@physicalcoaching.com](mailto:info@physicalcoaching.com), this decision is considered to be accepted as soon as PCA sends confirmation of having received this notification.

5.2. The customer will be required to clarify to PCA if he/she wishes to cancel or change the reservation. The customer will be required to notify whether a credit towards a future reservation is to be made available or if complete reimbursement of the paid amounts is required. If the customer requests reimbursement, banking references will need to be mentioned.

5.3. If the customer submits a request for retraction and reimbursement following article 5.1 and the information required following article 5.2 is submitted within the appropriate time frame, PCA will reimburse the amounts paid by the customer within 14 days following confirmation of having received the retraction request.

5.4. In the event of non-compliance regarding the retraction time of 14 days, as stated in article 5.1, the customer will not be allowed to cancel registration or to postpone registration to a future date. The customer will be held to pay the full price of the sale to PCA, unless « force majeure » is duly established. If PCA is given sufficient proof of « force majeure », rendering it impossible for the customer to take part in the training session for which he/she has registered, both parties will be able to agree on reimbursement of the amounts paid by the customer, however registration rights and administrative costs will remain owed to PCA.

## **Article 6. Cancellation**

6.1. If the number of participants for any given training is insufficient compared to the necessary number of participants, PCA reserves the right, in accordance to the information submitted on registration, either to cancel the training or to postpone the training, to be held under the same conditions, including the pricing conditions, as mentioned following registration. In the event of cancellation by PCA, the customer will be allowed to request full reimbursement of the amount paid or accept the new training and the new dates proposed by PCA.

6.2. At the end of some trainings organized by PCA the customer will be required to take theoretical and/or practical exams. The customer is allowed to cancel participation to the exams no less than 5 days prior to the date of the exams and is required to do so by e-mail at the address [info@physicalcoaching.com](mailto:info@physicalcoaching.com). If such is the case, the customer is allowed to take part in exams to be held following other trainings organized by PCA, after prior registration by e-mail addressed to the abovementioned e-mail address at least one month before the date of the new exams.

6.3. If the customer does not cancel participation to the exams within the time frame established by article 6.2 and does not show up for the exams, he/she will be considered as having failed the exams. In any case the customer will have to take the exams to be taken at the end of a training for which he/she has registered, within 6 months after the last day of the training, after which he/she will be considered as not having qualified.

## **Article 7. Respect of the equipment made available**

7.1. The customer commits to using the premises and the material made available by PCA, within the framework of the training, decently and with care. They will be liable for compensation to PCA for any damage for which they will be held responsible, either voluntarily or due to negligence, or because of an abnormal use of the installations and the material made available to them.

7.2. In the event of loss or non-return by the customer of the material made available by PCA, this will be invoiced to them at replacement value.

7.3. PCA reserves the right to refuse access to a lesson or training program to any client displaying behavior that is detrimental to the proper run of the course. Any exclusion from training for improper behavior is executed without reimbursement or compensation.

## **Article 8. Responsibilities**

8.1. PCA will describe, to the best of its ability, the training programs it offers. However, PCA cannot be held accountable for the consequences of any mistake or negligence regarding to information made available through the website.

8.2. PCA can in no case be held responsible for damages caused to the customer's personal property by third parties or in the event of theft while attending a training program.

8.3. In general, PCA will not be responsible in the event of foreseeable or unforeseeable, direct or indirect damages, of whatever nature, which may arise in the context of a training program. However, this provision does not limit PCA's responsibility for serious misconduct or deception for which she, or one of its appointees, would be declared responsible and PCA is not relieved of its responsibility in the event of erroneous deception in the context of the essential performance of the agreement.

8.4. Any complaint regarding a possible responsibility of PCA or one of its appointees is to be submitted to PCA by registered mail no later than 10 calendar days following the end of the training program during which the facts have taken place.

## **Article 9. Intellectual property**

The texts, lay-out, illustrations, photos and other elements of the website [www.physicalcoaching.com](http://www.physicalcoaching.com) are protected by copyright and in general by intellectual property rights. The content of the PCA website cannot be copied. It cannot be modified or placed upon another website, nor can it be published under any form, without prior written authorization from PCA. The website may contain texts, illustrations of other elements protected by third party copyright. Under no circumstance does PCA grant approval to use her intellectual property rights of those of third parties.

## **Article 10. Divisibility**

The possible nullity of a clause of the present general terms and conditions does not in any way cause the invalidity of the general terms and conditions, the parties commit, in good faith, to replace the null stipulation or provisions by one or more provisions that are as close as possible to the intention expressed by the parties at the end of the agreement.

## **Article 11. Applicable law and Court jurisdiction**

11.1. Current terms and conditions are subject to Belgian Law.

11.2. Any dispute arising regarding the validity, interpretation of execution of any and all part of the current terms and conditions and all operations hereto will be exclusively submitted to the French speaking Courts of the Brussels district.