

## **GENERAL CONDITIONS OF SALE, ALEXANDRA KORT (SP)**

**Last modification April 9<sup>th</sup> 2025**

### **ARTICLE 1: PRESENTATION OF THE PARTIES**

This service contract (hereinafter referred to as the "Contract") governs the contractual relationship between:

- the Client (hereinafter referred to as the "Client"), who is a consumer;
- the Service Provider: Ms. ALEXANDRA KORT, Conscious Movement Facilitator and Personal Development Coach, acting as a Sole Proprietorship, SIRET number 92042220100011, address Chez Maryline Catel, 20 ruelle des Fournelles, 61 600 La Ferté-Macé.

These general terms and conditions of sale are entered into between the Service Provider and any person wishing to schedule an individual appointment with them or register for one of their group events. The Client declares that they unreservedly accept all of these general terms and conditions of sale and declares that they have the capacity to enter into a contract with the Service Provider. Careful reading and acceptance of these general terms and conditions of sale is mandatory before booking any service.

### **ARTICLE 2: PRIOR DECLARATIONS OF THE PARTIES**

The Client represents and warrants to the Service Provider that:

- they are of legal age and have the legal capacity to enter into this Contract,
- they are not, to their knowledge, suffering from psychiatric illnesses or, if so, they are under the care of a physician holding a recognized state diploma and registered with the French medical association.

The Client declares that they are aware of the nature of the services provided by the Service Provider and acknowledges that the latter has been at their entire disposal to inform them of everything relevant to their needs.

### **ARTICLE 3: NATURE OF THE CONTRACT AND DESCRIPTION OF SERVICES**

This Contract constitutes a service contract relating to the practice of conscious movement and expression, and as such, this contract is governed by the French Consumer Code.

The various exercises and techniques proposed and practiced have no medical purpose and are not comparable to acts reserved for health professions regulated by the French Public Health Code.

They are considered complementary and in no way replace medical advice.

They are part of a complementary and personal approach to self-improvement and personal development.

The Client is informed and accepts that the Services provided do not aim to establish any diagnosis and do not allow for the treatment of any illness. They are aimed exclusively at providing services aimed at self-improvement by enabling a balance between the body, mind, and emotions, for the purposes of well-being and betterment.

These non-medical Services may take the form of guided exercises, techniques, advice, information, or workshops.

The Services provided by the Service Provider are in no way a substitute for a medical or psychological diagnosis and/or treatment, nor do they exempt you from consulting a physician or

clinical psychologist/psychiatrist, the former being the only one authorized to establish a medical diagnosis and appropriate medical treatment, and the latter being the only one authorized to establish a mental health diagnosis and appropriate treatment.

The Service Provider's mission is therefore to support the Client who wishes to become involved and responsible in order to become an active participant in their quality of life, vitality, and therefore their overall well-being.

#### **ARTICLE 4: CONCLUSION OF THE CONTRACT AT A DISTANCE OR OFF-PREMISE**

**This article applies in cases where this Contract is concluded remotely, not directly at the Service Provider's premises on the day the Services are performed, or if it is a so-called "off-premises" contract within the meaning of Article L. 221-1 of the French Consumer Code.**

In these cases, the Service Provider reminds the Client that it has provided the following information to the Client in a legible and understandable manner prior to signing this Contract:

- 1° The information provided for in Articles L. 111-1 and L. 111-2;
- 2° Where the right of withdrawal exists, the conditions, time limit, and procedures for exercising this right, as well as the standard withdrawal form;
- 3° When the right of withdrawal cannot be exercised pursuant to Article L. 221-28, information that the Customer does not benefit from this right or, where applicable, the circumstances in which the Customer loses his or her right of withdrawal;
- 4° Information on the Customer's potential obligation to pay fees when exercising his or her right of withdrawal from the Contract whose execution he or she has expressly requested before the end of the withdrawal period; these fees are calculated according to the terms set out in Article L. 221-25;
- 5° Information relating to the Service Provider's contact details, where applicable, the costs of using the remote communication technique, the existence of codes of conduct, where applicable, the termination procedures, the methods of dispute resolution and other contractual conditions, the list and content of which are set out by decree of the Council of State.

The Service Provider shall provide the Client, on a durable medium, within a reasonable time after the conclusion of the Contract and at the latest before the start of the performance of the Services, confirmation of the Contract, which includes all the information provided for in Article L. 221-5, and the standard withdrawal form template referred to in 4.2 of this article.

The Client acknowledges having received this information before signing this Contract and agrees to receive a copy of this Contract electronically and not on paper.

#### **Right of Withdrawal**

The Service Provider also reminds the Client that, when this Contract is concluded remotely or off-premises, and except as provided in 4.3, they have a withdrawal period of 14 calendar days, without having to provide a reason or pay any fees or penalties. The period begins the day after the Client signs the Contract.

If they wish to withdraw after signing this Contract, the Client may use the withdrawal form below, but this form is not mandatory. To comply with the withdrawal period, the Client simply needs to notify the Service Provider of their intention to withdraw before the deadline expires at the following email address: kortalexandra@gmail.com

## Withdrawal Form Template

I hereby notify you of my withdrawal from the service contract \_\_\_\_\_  
that I signed on \_\_\_\_\_

Name of Client \_\_\_\_\_

Address of Client \_\_\_\_\_

Email \_\_\_\_\_ (only if this form is notified on paper)

Date \_\_\_\_\_ (only if this form is notified on paper)

Signature (only if this form is notified on paper) \_\_\_\_\_

The Service Provider will acknowledge receipt of the Client's withdrawal request. If the right of withdrawal is exercised, the Service Provider will refund the amounts paid within fourteen (14) calendar days following notification of the refund request and via the same payment method used for payment.

A Client who has exercised their right of withdrawal from a Contract requiring successive performance, the performance of which began, at their express request, before the end of the withdrawal period, shall pay the Service Provider an amount corresponding to the service provided until notification of their decision to withdraw; this amount is proportional to the total price of the Service agreed in the Contract.

### **Cases in which the right of withdrawal does not apply:**

If the Client schedules an appointment for the Services to be performed on a date prior to the expiration of the 14-day withdrawal period, and if the Services are fully performed during this appointment, the Client expressly and automatically waives their right of withdrawal, without the service provider being required to receive their express request in writing.

The Client is hereby informed that, in accordance with Article L. 221-28 of the French Consumer Code, the right of withdrawal cannot be exercised when the Services are fully performed before the end of the withdrawal period and whose performance has begun after the consumer's express prior consent and express waiver of their right of withdrawal.

### **ARTICLE 5: CONDITIONS FOR PROVIDING SERVICES**

The Service Provider will provide the Services, in agreement with the Client and, as the case may be, either:

- in a space dedicated to individual or group practice (consultation room, dance studio, community hall, gymnasium, etc.);
- in a dedicated space at the Provider's home;
- remotely via electronic means;

The date(s) for providing the Services will be jointly agreed upon by the Service Provider and the Client.

The Client agrees to collaborate actively with the Service Provider and provide the information necessary for the proper provision of the Services, in particular any useful information regarding their personal situation (illness, pregnancy, particular fragilities, disability).

The Client agrees to attend the appointment or workshop without having consumed alcohol, drugs, or any other substance that alters their behavior or perceptions. Otherwise, the Service Provider reserves the right to immediately cancel the individual Service or to refuse the Client's

participation in a group workshop, without reimbursement.

For its part, the Service Provider undertakes to provide all due diligence and care necessary for the proper performance of the Services and to keep the Client informed of any difficulties that may arise during the performance of the Services.

The Service Provider is bound by an obligation of means in terms of advice and information.

The Service Provider reserves the right to refuse any support that does not fall within the scope of its expertise within the framework of its experience and training, the certificates of which it makes available to the Client upon request.

In the event of refusal to support any person in their request, it may, in certain cases, suggest other possible avenues of support through other practices and/or refer them to a professional whose qualities it recognizes.

It reserves the right, with the Client's consent, to consult the medical professions in contact with the Client to obtain any information it may deem useful in the support requested from them, in strict compliance with the confidentiality policy to which it is bound.

It should be remembered that the Service Provider takes all appropriate measures to enable the client's personal development within the framework of the request expressed during the first appointment. The Service Provider has no obligation of results.

#### **ARTICLE 6: BOOKING & CANCELLATION**

The Client may make an appointment by telephone or email.

The Client must provide their first and last name, telephone number, and email address.

An appointment reminder email will be sent three (3) days prior to the scheduled appointment for individual consultations, and within one week prior to the scheduled appointment for workshops and group sessions. Furthermore, **any missed appointment, as well as any appointment canceled or postponed within 24 hours, will be charged.**

If unable to attend the scheduled appointment or event, the Client is requested to cancel or postpone the appointment **no later than 24 hours prior** by email to kortalexandra@gmail.com or by phone at +33 (0)6.51.25.77.40.

Subject to the application of the provisions relating to the right of withdrawal for contracts concluded remotely and off-premises, any cancellation of Services by the Client after signing the Contract will only be considered if it is made in writing to the Service Provider, at the latest 24 hours before the scheduled date.

In the event of cancellation after this deadline, the Client is informed that any amounts paid in advance will not be refunded.

The Service Provider also reserves the right to cancel, suspend, or interrupt the Services if, after signing the Contract, it finds that said Services are manifestly incompatible and/or unsuitable for the Client's personal situation.

In this case, the Service Provider undertakes to reimburse the Client for the amounts paid pro rata to the Services already provided.

#### **ARTICLE 7: PRICES AND PAYMENT**

The prices for the Services are set by the Service Provider. These prices may vary depending on the

type and duration of the Services provided.

The prices applicable to the Client on the date the Contract is entered into are those in effect and displayed on the Service Provider's website. Prices are generally expressed exclusive of taxes and fees. When taxes and/or fees apply, the Service Provider will inform the Client of these prices and they will then be invoiced in addition.

In the absence of information on taxes and/or fees, the prices indicated are deemed to be inclusive of all taxes and fees.

The Client is informed that the prices for the Services are not reimbursed by social security.

Payment will be made in advance of or at the latest on the day of the service by the following means:

**in person :**

- Cash ;
- Bank Transfer ;

**online :**

- Bank Transfer ;
- PayPal.

For workshops and group sessions, a deposit is required from the Client to confirm their registration. By definition, this deposit is non-refundable.

If registering for a series of multiple sessions, multiple bank transfer dates may be agreed upon. A paid invoice for your consultation will be sent to you by email within 72 hours. The payment terms and methods vary depending on the method of entering into the Contract.

- When the Contract is concluded remotely: at the time of their reservation request, the Customer is informed that they have a payment obligation. To this end, the function used by the Customer to confirm their order (email) signifies that they are placing an order with a payment obligation.
- When the Contract is concluded outside the establishment: in accordance with article L.221-10 of the Consumer Code, the Client is invited to wait for the expiry of a period of 7 days from the conclusion of the contract before paying the Service Provider the price of the Services.

Any amount not paid within these deadlines will be subject to an interest rate equal to the legal interest rate as a late payment penalty. Furthermore, when recovery costs are incurred, the Service Provider may request additional compensation, upon justification.

**ARTICLE 8: TERM**

This Contract comes into effect upon signature for a period corresponding to the duration of the Services. Depending on the case, it may take the form of either an immediate execution contract (a single appointment) or a successive execution contract.

**ARTICLE 9: CONFIDENTIALITY**

The Parties acknowledge the confidential nature of all information and data exchanged between

them for the performance of the Contract and undertake to keep them confidential.

All confidential information communicated by the Client to the Service Provider will be used only for the purposes of the Contract. This clause remains applicable for a period of FIVE (5) years after the termination of the Contract.

#### **ARTICLE 10: LIABILITY**

Special provisions applicable to distance contracts: in accordance with the legal provisions in force, the Service Provider is fully liable to the Client for the proper performance of the obligations resulting from the Distance Contract. However, it may be exempted from all or part of its liability by providing proof that the non-performance or poor performance of the Contract is attributable either to the Client, or to the unforeseeable and insurmountable act of a third party to the Contract, or to a case of force majeure.

Subject to the application of the aforementioned mandatory provisions regarding distance contracts, the Service Provider is only liable in the event of proven fault by the Client.

The Client is solely responsible for the choices he makes and the information he provides to the Service Provider. Also, the Service Provider cannot be held liable in the event of incorrect information given by the Client or lack of information.

#### **ARTICLE 11: INSURANCE**

The Service Provider holds a professional liability insurance policy to cover any direct, material, or immaterial damage that he may cause in connection with this Contract.

#### **ARTICLE 12: FORCE MAJEURE**

Neither Party shall be held liable for any delay or failure due to the occurrence of a case of force majeure as generally recognized by the case law of French courts and tribunals.

If the effects resulting from the event constituting a case of force majeure persist for more than 15 days, the Parties agree that this Contract may be terminated automatically at the initiative of the most diligent Party by registered letter with acknowledgment of receipt, without this affecting the payment terms for the Services performed.

#### **ARTICLE 13: PERSONAL DATA**

As part of the provision of the Services provided for in this Agreement, the Service Provider has access to the Client's personal data. This personal data processing policy is available on the Service Provider's website.

The Client acknowledges having read this personal data processing policy at the latest upon entering into this Agreement and accepts its terms without reservation.

#### **ARTICLE 14: APPLICABLE LAW & JURISDICTION**

This Agreement is governed by French law.

Pursuant to Articles L 611-1 et seq. of the French Consumer Code, the Customer has the right to use the services of a consumer mediator free of charge (except for any attorney and expert fees) for the amicable resolution of any dispute between them and the Service Provider.

After the Customer has made a prior written request to the Service Provider and has been unsuccessful, the mediator service may be contacted for any consumer dispute that has not been resolved. To submit a request to the consumer mediator, the Customer must complete the online

dispute resolution form available at the following address:

<https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>