

Terms and Conditions

My Sherpa sprl

65 rue de Stalle 1180 Brussels
Business number: 882.782.152

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1. Acceptance of the present Terms and Conditions

The present Terms and Conditions govern all the relationships between My Sherpa and its clients, except where explicitly stated otherwise in a written agreement. By placing an order, the client agrees to be bound by the present Terms and Conditions.

2. Orders

All orders must be confirmed by My Sherpa. Orders received by My Sherpa may no longer be modified.

Orders must be sufficiently clear to enable a correct implementation of the contract. Where this condition is not met, My Sherpa disclaims all liability for any claims from clients.

On submitting an order for tutoring services, clients enter a definite and irrevocable agreement with My Sherpa, unless the enrolment is cancelled in accordance with Article 4 hereafter.

Clients can order tutoring services through My Sherpa's website (www.mysherpa.be), in which case a confirmation of their order will immediately be e-mailed to them and practical arrangements will be clarified over the phone.

3. Payment

All fees pertaining to the tuition services ordered must be paid in full before said tuition services start, failing which My Sherpa will have the following alternative :

- either reserve the right to cancel the order, without prejudice to My Sherpa's right to demand payment of an irrevocable flat-rate penalty clause amounting to 15% of the amount due, with a minimum of €50, My Sherpa remaining nevertheless entitled to demand compensation for the total loss sustained;
- or uphold the order, on the understanding that, on all amounts due, the client is liable, *ipso jure* and without prior formal notice, to pay penalty interest at a rate of 1% per month as well as a flat-rate compensation of 15% with a minimum of €50.

4. Cancellation

All order cancellations by clients must be notified by registered mail within three working days following placement of said order. This is the final deadline.

However, if the request for tuition was made through My Sherpa's website, the client has the right to cancel his/her order for up to seven days after receiving confirmation of the booking from My Sherpa. In this case too, the client must notify cancellation per registered mail.

In the event of cancellation, if a deposit or the total amount due for the tuition services has been paid, My Sherpa will pay back the amount received minus €50 for administrative costs.

My Sherpa will not refund fees for cancellations made after the start of the tuition sessions; the clients concerned remain under the obligation to pay the total amount due.

My Sherpa reserves the right to cancel any order for internal reasons, in which case it will reimburse the total amount paid by the client concerned.

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5. Prices

The prices mentioned in My Sherpa's brochures and on its website are indicative prices. Prices are quoted inclusive of all taxes.

My Sherpa reserves the right to adapt its prices without notice. The prices of orders already placed and paid will not be affected by these price adjustments, which only apply to forthcoming orders.

6. State financial assistance

Any support provided by public authorities to cover fees, for instance through training vouchers, language training vouchers and entrepreneurship chequebooks ("*ondernemerschapsportefeuille*" in Flanders), must be mentioned when enrolling and must be in accordance with the applicable legislation and regulations.

Before starting their training, clients must produce proof of the state support received and they alone remain liable for payment of the full fees if said support may not be granted for whatever reason.

State financial assistance may not be used for courses under special offer or offered on a reduced fee basis.

7. Liability

My Sherpa can in no way be held liable for damage or injury caused to clients (or to third parties) by one of its tutors or, more generally, for any damage caused during a tuition session.

8. Privacy

Some of the data on the enrolment form will be included in a client file held at My Sherpa's registered office. Clients may obtain communication of the data pertaining to themselves from My Sherpa. They may request correction of any inaccurate data and/or withdrawal of the data from the file.

9. Governing Law

This contract shall be governed by and construed according to Belgian law. The French-speaking tribunals and courts of the company's headquarters shall have jurisdiction to hear any dispute that may arise from the interpretation or implementation of this contract.

Signature and Date of approval