

General Terms and Conditions – Pascale Braes

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Website: www.pascalebraes.be

E-mail: support@pascalebraes.be

Address: Ul. Sveta Marina 14, 7163 Karan Varbovka, Bulgaria

1. Definitions

Services: All services offered by Pascale Braes, including:

- The Somatic Reset trajectory
- Reset Session (€67)
- Single Session (€150)
- Future digital products and materials (videos, audios and downloads)

Client: Any natural person who makes use of the Services. Agreement: The agreement between the Client and Pascale Braes for the provision of Services. Recordings: Recordings of sessions made only at the explicit request of the Client and sent via a third party.

2. Applicability

2.1 These General Terms and Conditions apply to all Services provided by Pascale Braes.

2.2 By participating in a Service, the Client agrees to these terms.

2.3 Payment may be made via external payment providers such as Stripe, Mollie or bank transfer, depending on the chosen method.

2.4 The most recent version of these terms and conditions is always applicable.

3. Nature of the Services

3.1 The Services focus on body awareness, breathing, regulation and relaxation. They do not constitute medical, therapeutic or psychological treatment.

3.2 Pascale Braes does not make diagnoses and does not provide medical advice.

3.3 The Client remains fully responsible for his or her own physical and mental health. In case of doubt, the Client should always consult a doctor or therapist.

3.4 All sessions are confidential and may not be shared with third parties.

3.5 Participation is voluntary and at the Client's own responsibility.

3.6 For The Somatic Reset, an intake and informed consent are required prior to participation, in which the Client confirms understanding of the nature and risks of the trajectory.

4. Safety, Boundaries and Professional Relationship

4.1 Pascale Braes reserves the right to immediately terminate a session in the event of unsafe, boundary-crossing, aggressive or inappropriate behaviour, including intimidation, verbal abuse, manipulative behaviour, sexual advances or explicit nudity.

4.2 No refund is possible in the event of termination under this article.

4.3 Access to future Services may be refused in such cases.

5. Liability

5.1 Participation is entirely at the Client's own risk.

5.2 Pascale Braes is not liable for any damage, to the extent permitted by law.

5.3 Indirect damage, including consequential damage and loss of profit, is excluded.

5.4 Liability is limited to the amount paid for the relevant Service.

6. Recordings

6.1 Recordings are made exclusively within The Somatic Reset and only at the explicit request of the Client.

6.2 Recordings are sent via a third party (such as WeTransfer). The download link is usually available for 7 days.

6.3 Pascale Braes does not keep copies of these recordings.

6.4 The Client is responsible for timely downloading and safe storage of the recording.

6.5 No recordings are made for the Reset Session or Single Session.

7. Prices and Services

7.1 Reset Session €67, payable via Stripe or Mollie. Offered as an introductory session. If the Client subsequently starts The Somatic Reset, the €67 will be fully deducted.

7.2 Single Session €150 per session, payable via Stripe or Mollie. A standalone session without any obligation.

7.3 The Somatic Reset The total price of the trajectory is €1,867. Participation in The Somatic Reset takes place after a prior Reset Session (€67). If the Client decides to proceed, the already paid amount of €67 will be fully deducted, resulting in a remaining amount of €1,800 to be paid. This remaining amount must be paid by bank transfer before the start of the trajectory. The spot is only definitively confirmed after receipt of full payment. If payment is not received, the reservation is automatically cancelled.

8. Cancellation and Termination

8.1 Reset Session and Single Session Cancellation or rescheduling is free of charge up to 24 hours before the start. In case of cancellation or no-show less than 24 hours before the start, the session is forfeited without refund. The session can be rescheduled once by mutual agreement.

8.2 The Somatic Reset (3-month trajectory) Individual sessions within the trajectory can be rescheduled free of charge up to 24 hours before the start. If less than 24 hours' notice is given, the session is forfeited. After the end of the 3 months, the Client has an additional period of 2 weeks to catch up a maximum of 2 sessions that could not take place due to illness or force majeure on the Client's side. Sessions not rescheduled within this period will be forfeited without refund or extension.

8.3 Early Termination of The Somatic Reset The Somatic Reset is a commitment trajectory with a limited number of spots. Early termination with a refund is not possible. The full trajectory price of €1,867 remains due, even if the Client wishes to terminate the trajectory earlier. No refund will be given. If the Client feels during the trajectory that it no longer fits, it can be discussed by mutual agreement how the remaining sessions can be concluded as meaningfully as possible. However, no refund will be provided.

8.4 Termination by Pascale Braes Pascale Braes may terminate a trajectory for safety or integrity reasons as described in Article 4. In that case, no refund is possible.

9. Right of Withdrawal

9.1 For services booked at a distance, the Client has the right to withdraw from the agreement within 14 calendar days after its conclusion, without giving any reason.

9.2 This right lapses when the performance of the service has already begun with the Client's explicit consent.

9.3 By booking, the Client explicitly confirms agreement to immediate performance and acknowledges that the right of withdrawal lapses as soon as the session has taken place.

9.4 Withdrawal must be reported in writing to support@pascalebraes.be.

10. Technical Requirements

The Client is responsible for a stable internet connection, working software (such as Zoom) and a suitable environment for the sessions.

11. Intellectual Property

11.1 All materials remain the property of Pascale Braes.

11.2 Materials are for personal use only.

11.3 It is prohibited to share, copy, distribute or commercially use any content.

12. Personal and Non-Transferable Use

12.1 All sessions and trajectories are strictly personal.

12.2 Access, sessions and materials may not be shared with third parties.

12.3 In case of misuse, immediate termination may follow without refund.

13. Privacy

13.1 Personal data is processed in accordance with the GDPR and applicable legislation.

13.2 Data is used only for the execution of the Service and communication.

13.3 Data is not shared with third parties, except for technical processing (such as sending recordings).

13.4 For more information, please refer to the Privacy Statement on www.pascalebraes.be.

14. Force Majeure

14.1 In the event of force majeure on the side of Pascale Braes, the session will be rescheduled as soon as possible.

14.2 In the event of prolonged unavailability of more than 4 consecutive weeks due to force majeure on the side of Pascale Braes, the Client is entitled to a pro-rata refund for the undelivered sessions.

14.3 Pascale Braes is not liable for technical problems on the Client's side.

15. Complaints Procedure

15.1 Complaints must be submitted in writing to support@pascalebraes.be.

15.2 Pascale Braes will respond to complaints within 14 calendar days. If more time is needed, the Client will be informed.

15.3 If a complaint is not resolved to satisfaction, the Client may turn to the competent authorities or courts.

16. Governing Law

These terms and conditions are governed by Bulgarian law. The applicable EU consumer protection rules remain in force at all times. Disputes shall be settled by the competent courts in Bulgaria.

17. Amendments

These terms and conditions may be amended at any time. The most recent version is always valid and available on the website.

Final Statement

By participating, the Client confirms that:

- the Services do not constitute medical or therapeutic treatment
- participation is entirely at their own responsibility
- all sessions are confidential
- respectful interaction is expected
- recordings must be downloaded in time (within 7 days after sending)
- the right of withdrawal lapses as soon as the session has taken place
- these terms and conditions are fully accepted