



# POSITHEUS

*Coaching & Guidance*

## Terms & Conditions

*Version 2.0 – July 2026*

### Article 1 – Applicability

These general terms and conditions apply to all services, products, training, trajectories, workshops, digital products and sales offered by Positheus.

By using our services or placing an order, the client or customer agrees to these terms and conditions.

Deviations are only valid if they have been agreed in writing in advance.

### Article 2 – Identity of the company

|                             |                                                            |
|-----------------------------|------------------------------------------------------------|
| <b>Company</b>              | Positheus                                                  |
| <b>Practice address</b>     | Hazeschransstraat 27, 2650 Edegem                          |
| <b>Registered office</b>    | Drie Eikenstraat 347, 2650 Edegem                          |
| <b>Company number / VAT</b> | BE 0672.864.452                                            |
| <b>Website</b>              | <a href="http://www.positheus.be">www.positheus.be</a>     |
| <b>Email</b>                | <a href="mailto:karen@positheus.be">karen@positheus.be</a> |
| <b>Phone</b>                | +32 456 72 73 02                                           |

### Article 3 – Services

Positheus offers, among other things:

- Individual coaching
- ADHD coaching
- Neurodiversity coaching
- Awareness Coaching
- Career coaching
- Group trajectories
- Workshops
- Education

- Online coaching
- Online courses
- Workbooks
- Digital Products
- Physical Products
- Gift Cards

The current offer is published via the website.

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## Article 4 – Coaching

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Coaching is a form of guidance aimed at personal development, self-insight and growth.

Coaching is not psychotherapy, psychiatric treatment or medical care and does not replace them.

If during counseling it turns out that specialized assistance is more appropriate, Positheus reserves the right to refer a client.

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## Article 5 – Agreements

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Appointments are always planned in mutual consultation. The client commits to being present on time.

If a client arrives more than 15 minutes late, the session can be shortened or, if necessary, cancelled without the right to extension.

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## Article 6 – Cancellation

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An appointment can be cancelled or rescheduled free of charge up to 24 hours before the scheduled appointment.

In case of cancellation within 24 hours or in case of no-show without notice, 100% of the planned session rate will be charged.

In the event of force majeure, both parties will look for a reasonable solution together.

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## Article 7 – Rates

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All rates are published on the website or communicated in advance in writing.

Positheus reserves the right to adjust rates. Price changes do not affect already confirmed appointments or ongoing processes, unless otherwise agreed in advance.

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## Article 8 – Payment

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Invoices must be paid within the stated payment term.

In the event of late payment, statutory interest on late payment and recovery costs may be charged in accordance with Belgian law.

Positheus reserves the right to suspend future appointments as long as outstanding invoices have not been paid.

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## Article 9 – Consultation and administration

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Professional services outside of the coaching sessions may be charged separately. This includes:

- Multidisciplinary consultation
- Consultation with parents
- Consultation with schools
- Consultation with doctors or care providers
- Presence in crisis teams
- telephone guidance outside the normal follow-up
- Drawing up reports
- written opinions
- administrative services at the client's request

These services are charged at the same hourly rate as a coaching session, unless otherwise agreed in advance.

### **Article 10 – Online guidance**

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Online sessions are conducted through Google Meet or another agreed-upon platform.

The client is responsible for a stable internet connection and a quiet environment.

When technical problems occur beyond the control of Positheus, a suitable solution is sought by mutual agreement.

### **Article 11 – Workshops and training courses**

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A registration is final after confirmation.

In case of cancellation, cancellation costs may be charged depending on the time of cancellation.

If Positheus cancels a course, the registration fee paid will be refunded in full or the participant can register for a next edition free of charge.

### **Article 12 – Digital products**

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Digital products are delivered upon receipt of payment.

Due to the nature of digital products, there is no right of withdrawal after delivery, in accordance with Article VI.53 of the Code of Economic Law.

Digital products are for personal use only.

### **Article 13 – Webshop**

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For physical products, the legal provisions on consumer sales apply.

Complaints about damaged deliveries must be reported within five working days of receipt.

### **Article 14 – Right of withdrawal**

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For physical products, the legal right of withdrawal of fourteen calendar days applies, unless a legal exception applies.

The product must be returned unused and in its original condition. The costs for return shipping are at the expense of the customer, unless otherwise agreed.

## **Article 15 – Intellectual property**

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All course materials, workbooks, exercises, images, texts, videos, presentations and other materials developed by Positheus remain the intellectual property of Positheus.

These may not be used without prior written permission:

- copied;
- distributed;
- sold;
- adapted;
- published;
- commercially used.

## **Article 16 – Confidentiality**

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Positheus treats all client information confidentially in accordance with the applicable privacy legislation. More information is included in the Privacy Statement.

## **Article 17 – Minors**

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When accompanying minors, we work together with the parent(s) or legal representative(s), with respect for the relationship of trust between coach and minor.

If the safety of the minor or third parties is endangered, Positheus can, within the legal framework, take the necessary steps or call in specialized assistance.

## **Article 18 – Liability**

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Positheus undertakes to carry out the guidance with the greatest care and professionalism.

Coaching is an obligation to perform to the best of one's ability and not an obligation to achieve results. The client always remains responsible for the choices he or she makes as a result of the guidance.

Positheus cannot be held liable for indirect damage or decisions made by the client.

## **Article 19 – Force majeure**

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Positheus is not liable for delays or failure to perform obligations due to force majeure, including illness, technical failures, government measures or other unforeseen circumstances.

## **Article 20 – Complaints**

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Complaints should preferably be reported in writing as soon as possible via karen@positheus.be.

Positheus is committed to treating complaints seriously and to looking for a suitable solution together.

## **Article 21 – Applicable law**

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All agreements are exclusively governed by Belgian law.

Disputes fall within the jurisdiction of the courts of the judicial district of Antwerp, unless mandatory legal provisions provide otherwise.

### **Final provision**

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Positheus believes in cooperation based on trust, open communication and mutual respect. These terms and conditions have been drawn up to provide clarity to both clients and Positheus about mutual rights and responsibilities, so that all attention can be focused on what really matters: personal growth, development and sustainable change.