



## Before & After Professional Organisers

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### General Terms and Conditions

#### 1. Our Website & Social Media Channels

This website is owned and operated by Before & After – Professional Organisers on the Wix.com platform. By accessing, browsing and/or using the website of Before & After (hereby referred to as “us”, “we” or “our”), you acknowledge that you have read, understood, and agree, to be bound by the applicable General Terms and Conditions (hereby referred to as “GTC”) and to comply with all relevant laws and regulations.

#### 2. Privacy Statement

Please refer to our Privacy Statement available on our website to understand how we use personal data.

#### 3. Links to Third Party Content & Websites

Our website may contain third party content or links to third party websites solely for your convenience and information. We have no control over, and we do not assume any responsibility for the accuracy, subject matter, quality or timeliness of information provided on these websites.

#### 4. Key Commercial Terms

When purchasing a product, you agree that (i) you are responsible for reading the full item listing before making a commitment to buy it and (ii) you enter into a legally binding contract to purchase a product when you commit to buy a product and you complete the check-out payment process.

The prices we charge for using our services and products are listed on the website. We reserve the right to change our prices for products and services displayed at any time, and to correct pricing errors that may inadvertently occur.

All prices are inclusive of taxes.

Before & After – Professional Organisers  
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Grand Duchy of Luxembourg

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## **5. Deposit, Payment & Cancellation Policy for Offered Services**

### **5.1. Deposit & Payment**

- We require a **non-refundable deposit covering 50%** of the value of the agreed services, due two weeks in advance of your scheduled appointment.
- If the booking is requested within two weeks of the appointment date, the deposit is to be paid immediately upon confirmation.
- Appointments are not considered as confirmed/booked until, 1) the service agreement is executed by both parties and, 2) the deposit is paid.
- **Full payment for the agreed services is due two calendar days prior the agreed start date.** Any additional outstanding fees will be settled once the work on the agreed services has been executed.
- All invoices will be sent to the email address provided in the service agreement.

### **5.2. Cancellations & Postponements**

- If you need to postpone your appointment **more than one week prior to the booking date**, your deposit will be carried over to your re-scheduled booking.
- If you need to postpone your appointment **less than one week prior to the booking date**, your deposit will be carried over to your re-scheduled appointment and you will be **charged an additional fee of 80 EUR.**
- If you need to postpone or cancel your booking **less than two calendar days** prior to your appointment date, **you will be charged the full rate for the agreed services.**

## **6. Return & Refund**

Due to the nature of our work, we cannot accept returns and do not give refunds for purchased products and services.

## **7. Severability**

To the extent that any provision of the current GTC is found by any competent court or authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed to be severed from our GTC but such finding shall not affect the validity, lawfulness or enforceability of the remainder of the GTC.

## **8. Ownership of Intellectual Property**

The offered services and products and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of Before & After. Except as explicitly provided herein, nothing in these GTC shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

## **9. Indemnification**

You agree to indemnify and hold Before & After harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against you by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

## **10. Limitation of Liability**

To the maximum extent permitted by applicable law, in no event shall Before & After be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the services.

To the maximum extent permitted by applicable law, Before & After assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our services; and (iii)



any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

**11. Right to Change Offering**

We may, without prior notice, change the services and products; stop providing the services and products or any features of the services we offer; or create limits for the services and products. We may permanently or temporarily terminate or suspend access to the services and products without notice and liability for any reason.

**12. Right to Change GTC**

We reserve the right to modify these GTC from time to time at our sole discretion. Therefore, you should review this document periodically. Your continued use of the website or our service after any such change constitutes your acceptance of the new GTC. If you do not agree to any of these terms or any future version of the GTC, do not use or access (or continue to access) the website or the service.

**13. Termination**

We reserve the right to unilaterally terminate a service agreement without providing refund if at any time the project involves perceived unsafe working conditions or if you are in breach of the agreement with us (non-payment, etc.), or if we are unable to render the services requested by you for a reason outside of our control.

**14. Promotional Content**

You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact channel you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

**15. Applicable Law and Competent Jurisdiction**

Any dispute, controversy or claim arising under, out of or relating to the current GTC or the use of our services and products are subject to the exclusive jurisdiction of the courts of the Grand Duchy of Luxembourg. The applicable law is the law of the Grand Duchy of Luxembourg.