



General Terms and Conditions

Feminine Performance Consulting FZCO

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These General Terms and Conditions (the “Terms”) govern the supply by the Provider of its coaching programmes. The Terms are incorporated into, and form part of, each Services Agreement entered into between the Provider and a Client.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, unless the context otherwise requires, the following definitions apply:

“**Academy**” means the online learning environment, including modules, templates and frameworks, made available by the Provider as part of a Programme.

“**Agreement**” means the agreement between the Provider and the Client for a Programme, comprising the Services Agreement and these Terms.

“**Business Day**” means a day other than a Saturday, Sunday or public holiday in the United Arab Emirates.

“**Client**” means the person or entity that engages the Provider for a Programme.

“**Commencement Date**” means the earlier of (a) the start date of the Programme and (b) the date on which access to the Academy or any Materials is first granted to the Client.

“**Confidential Information**” means all information of a confidential nature disclosed by one party to the other, including the Materials and the content of any session.

“**Fees**” means the total fees payable for the Programme, as set out in the Services Agreement.

“**Intellectual Property Rights**” means copyright, database rights, trade marks, design rights, know-how and all other intellectual property rights, whether registered or unregistered.

“**Materials**” means all content, recordings, videos, workbooks, audio, texts, templates and frameworks made available by the Provider in connection with a Programme.

“**Physical Event**” means the Provider hosts a physical or hybrid event for the Programme and Clients.

“**Programme**” means the coaching programme and related services described in the Services Agreement, also referred to as the Services delivered by the Provider and its associated parties including but not limited to staff, contractors, coaches and other.

“**Provider**” means Feminine Performance Consulting FZCO, a free zone company established in the United Arab Emirates at Building A1, Dubai Digital Park, Dubai Silicon Oasis, Dubai, United Arab Emirates.



“Services Agreement” means the agreement for a specific Programme signed by the parties, into which these Terms are incorporated.

“Term” means the duration of the Programme stated in the Services Agreement.

1.2 In these Terms: (a) clause headings do not affect interpretation; (b) words in the singular include the plural and vice versa; (c) “including” is without limitation; (d) “writing” includes email; (e) a reference to a statute includes any amendment to it; and (f) “shall” denotes an obligation.

2. BASIS OF CONTRACT

2.1 These Terms apply to and form part of every Agreement, to the exclusion of any other terms the Client seeks to impose.

2.2 The Programmes are supplied to entrepreneurs acting in the course of a business or profession. The Client warrants that it enters into the Agreement for its business and not as a consumer.

2.3 If there is any conflict, the order of precedence is: (a) the Services Agreement, for scope and Fees; and (b) these Terms.

2.4 The Agreement is concluded when the Client signs the Services Agreement or pays all or part of the Fees, whichever occurs first.

3. ENROLMENT AND RESERVATION

3.1 Enrolment takes place by signing a Services Agreement, through the online payment page (Plug&Pay), or against an invoice.

3.2 Where availability is limited, a place may be reserved against a deposit % of the Fees. Payment of the deposit concludes the Agreement and gives rise to a binding payment and participation obligation. The deposit is applied towards the Fees.

4. FEES AND PAYMENT

4.1 The Client shall pay the Fees in the amounts and at the times set out in the Services Agreement.

4.2 The full Fees are payable. Where payment by instalments is agreed, the instalment facility is a method of payment only and does not entitle the Client to cancel, suspend or reduce the Fees.

4.3 Payment is made through a third party payment processor unless otherwise agreed. Where instalments apply, each instalment is collected automatically one month after the Commencement Date and monthly thereafter.

4.4 Time for payment is of the essence. If any instalment is not paid within seven (7) days of its due date, the Client shall be in default and the entire outstanding balance of the Fees shall become immediately due and payable without further notice.

4.5 Without prejudice to any other right, the Provider may charge interest on overdue sums at the applicable statutory commercial rate, and may recover all costs of collection, including legal and arbitration costs.

4.6 The Provider may also suspend access to sessions, the community and the Academy until the Fees are paid in full. Suspension does not relieve the Client of its obligation to pay.



4.7 Where more than two payments are missed or charged back, the Provider may charge a reasonable administration costs per transaction.

4.8 All Fees are exclusive of value added tax and any other taxes. The Client shall bear any taxes due in its own jurisdiction.

5. CHARGEBACKS

5.1 The Client shall not initiate any chargeback, reversal or payment dispute while the Provider is performing its obligations, and waives any right to reclaim Fees already paid other than through the dispute resolution procedure in clause 20.

5.2 A chargeback or reversal made without valid grounds constitutes a default, causes the entire outstanding balance of the Fees to become immediately due and payable, and entitles the Provider to administration costs per transaction together with all resulting costs.

6. RIGHT OF WITHDRAWAL

6.1 A cooling-off period of twenty four (24) hours applies from the date of first payment, provided that no Services have been rendered to the Client.

6.2 By entering into the Agreement, the Client expressly requests that the Provider commence the Programme and acknowledges that the right of withdrawal is lost upon access being granted or the Programme commencing, whichever is earlier.

6.3 Following the Commencement Date, no refund, exchange or transfer is available, irrespective of the reason for cancellation or non-attendance.

7. PROVISION OF THE PROGRAMME

7.1 The Provider shall provide the Programme described in the Services Agreement with reasonable care and skill.

7.2 Access to the Academy, the Materials, and any community or network (as applicable to the Programme) is granted for the Term only and is personal to the Client and non-transferable.

8. CLIENT OBLIGATIONS

8.1 The Client shall: (a) attend booked sessions punctually; (b) reschedule any session at least twenty-four (24) hours in advance, failing which the session is treated as used; (c) participate actively and implement the Materials and guidance; (d) respond within a reasonable time to communications from the Provider; (e) needs to inform the Provider at the earliest opportunity if any circumstances change within their personal or business matters which would impact their ability to participate in the Programme.

8.2 Any failure to achieve results attributable to the Client's insufficient effort or implementation is at the Client's risk and gives no right to a refund. For the avoidance of doubt, the Programme does not bare any responsibility for the Client's success within the Programme.



9.NATURE OF THE SERVICES

- 9.1The Provider's obligation is one of reasonable endeavours and not an obligation to achieve any particular result for the Client. The Provider does not warrant any specific outcome, but will use all reasonable endeavours to support the Client and their goals .
- 9.2The Programme is a coaching service and is not a substitute for therapy, medical or other professional advice or treatment.

10.WARNING, SUSPENSION AND REMOVAL

- 10.1If the Client is unresponsive or inactive for fourteen (14) days, or is otherwise in breach, the Provider may issue a written warning specifying the matter to be remedied.
- 10.2If the Client fails to remedy the matter within fourteen (14) days, the Provider may temporarily suspend or terminate the Client's participation and release the Client's place. In that event the full Fees remain due and payable.

11.TERMINATION

- 11.1The Provider may terminate the Agreement with immediate effect on written notice if the Client fails to pay any sum when due, commits a material breach, or engages in conduct that harms the group or the Provider.
- 11.2The Client may not terminate the Agreement for convenience. The Client is committed for the full Term.
- 11.3 On termination: (a) the Client's payment obligation is unaffected and the entire outstanding balance becomes immediately due; (b) access and licence cease; and (c) clauses which by their nature survive (including clauses 4, 5, 11, 12, 13, 14, 16 and 20) continue in force.

12.INTELLECTUAL PROPERTY

- 12.1All Intellectual Property Rights in the Materials are and remain the property of the Provider.
- 12.2The Provider grants the Client a personal, non-exclusive, non-transferable and revocable licence to use the Materials solely for the Client's own participation in the Programme during the Term. The Client shall not copy, reproduce, distribute, resell or use the Materials for any commercial purpose.
- 12.3The licence ends on expiry or termination of the Programme, whereupon the Client shall cease all use of the Materials and, if requested, delete or destroy all copies.

13.CONFIDENTIALITY AND NON-DISPARAGEMENT

- 13.1Each party shall keep the other's Confidential Information confidential. The Client shall not share the Materials, any recordings, or the content of any group session with any third party.
- 13.2The Client shall not make any unjustified public statement that disparages the Provider. This does not prevent the Client from giving a genuine and honest opinion or exercising any legal right.



14.LIABILITY

- 14.1 Nothing in the Agreement excludes or limits any liability that cannot lawfully be excluded or limited.
- 14.2 Subject to clause 14.1, the Provider is not liable for any indirect or consequential loss, or any loss of profit, revenue or business.
- 14.3 Subject to clause 14.1, the Provider's total liability shall not exceed the Fees paid by the Client.

15.FORCE MAJEURE

- 15.1 If, by reason of illness, force majeure or any circumstance beyond the Provider's reasonable control, any session or part of the Programme cannot take place, it shall be rescheduled to an available time between the Parties.

16.DATA PROTECTION

- 16.1 The Provider processes personal data solely to perform the Agreement, on the basis of the Agreement and its legitimate interests, and in accordance with applicable data protection law, including the GDPR where it applies.
- 16.2 Personal data may be processed in the United Arab Emirates and elsewhere, subject to appropriate safeguards. The Client has the right to access, correct, erase and object.
- 16.3 The Provider may use anonymised or consented client experiences for marketing, with discretion and without privacy-sensitive information. The Client may object in writing at any time.

17.ASSIGNMENT AND VARIATION

- 17.1 The Client may not assign, transfer or sub-contract any of its rights or obligations.
- 17.2 The Provider may amend its programmes, prices or terms from time to time. Any such amendment does not affect a Programme already in progress, which continues on the agreed terms.

18.NOTICES

- 18.1 Any notice shall be given by email or phone to the address stated in the Services Agreement and is deemed received forty-eight (48) hours after sending, provided no delivery failure is received.

19.GENERAL

- 19.1 The Agreement constitutes the entire agreement between the parties and supersedes all prior communications and arrangements.
- 19.2 No failure or delay by the Provider in exercising any right is a waiver of that right.
- 19.3 If any provision is held invalid or unenforceable, the remaining provisions continue in force, and the invalid provision is replaced by a valid one that most closely reflects its intent.
- 19.4 Nothing in the Agreement creates a partnership, joint venture or relationship of employment or agency.



19.5 These Terms are available in English and Dutch. In the event of any discrepancy, the English version prevails.

20. GOVERNING LAW AND DISPUTE RESOLUTION

20.1 The Agreement and any dispute arising out of or in connection with it are governed by the law of the United Arab Emirates.

20.2 The parties shall first seek to resolve any dispute amicably. Failing resolution, the dispute shall be finally settled by arbitration under the Arbitration Rules of the DIFC-LCIA Arbitration Centre, before a sole arbitrator, with the seat in the DIFC, Dubai, conducted in English. The award is final, binding and enforceable internationally under the New York Convention.

21. PHYSICAL EVENTS

21.1 Where the Programme hosts a Physical Event, enrolment takes place via the online payment page or via invoice. Tickets to the Physical Event are personal and non-transferable unless the Provider grants written permission. Tickets are non-refundable; no refund is available after purchase, regardless of the reason for the Client's absence or cancellation.

21.2 If the Provider postpones the Physical Event, the Client will be offered an alternative date or credit, and no refund is available in that case. If the Client cannot attend the alternative date, the ticket lapses without right to refund or compensation. If the Provider cancels the Physical Event definitively without offering an alternative, the Client is entitled to a refund of the ticket price.

21.3 Participation in a Physical Event is at the Client's own risk. The Provider is not liable for personal injury, loss, theft or damage to property during or around the Physical Event, nor for any consequences of circumstances beyond its reasonable control, including weather conditions, technical failures, venue issues or acts of third parties. The Client is solely responsible for her own health, safety and wellbeing during the Physical Event, and indemnifies the Provider against claims arising from her participation, save where this cannot lawfully be excluded.

21.4 Photo and video material may be recorded during the Physical Event by or on behalf of the Provider. By participating, the Client consents to the use of this material for marketing purposes, including social media, the website, newsletters and advertisements, and to her own visibility in such material. A Client who objects to the use of specific material in which she is recognisably depicted must notify the Provider in writing within 14 days before the Physical Event; the Provider will assess the request reasonably.

21.5 The Client shall comply with the house rules of the venue and the Provider's guidelines. The Provider may deny entry to, or remove, a participant in case of inappropriate, disruptive or harmful behaviour, without obligation to refund.