

## **GENERAL TERMS AND CONDITIONS (AGB)**

### **§ 1. General Provisions**

These General Terms and Conditions (hereinafter referred to as "AGB") apply to all contracts and services (consultation, coaching, support with relocation and social matters, etc.) between **Katja Murphy - Settle In – Austria** (hereinafter referred to as the "Service Provider") and the client. Any legal transactions between the Service Provider and the client that do not fall under these AGB require a written individual agreement. Oral side agreements are ineffective. Other terms and conditions do not apply.

### **§ 2. Conclusion of Contract and Appointment Scheduling**

2.1. Any service descriptions or advertisements for services and products (in physical locations, brochures, on the website, or similar) are non-binding and subject to change. They represent an invitation to the client to submit an offer. The Service Provider may accept or reject offers without providing a reason. Offers can be made by phone, email, online, or in person (see contact information at the end).

2.2. Offers are accepted by the Service Provider through the sending of a confirmation (via email or SMS) or an explicit personal commitment.

### **§ 3. Appointment Rescheduling, Cancellations, and Late Arrivals**

3.1. Appointments are binding and must be honored. If a scheduled appointment cannot be kept by the client, cancellation or rescheduling is only possible in accordance with the following regulations.

3.2. A free rescheduling or cancellation is possible up to 24 hours before the appointment. If rescheduling or cancellation occurs after this time, the Service Provider will charge 80% of the respective service fee. The client does not have the right to a replacement service.

3.3. If the client requests a reduction in the agreed service (e.g., shorter consultation time), no refund or discount will be granted.

3.4. If the Service Provider is unable to keep the appointment due to reasons beyond their control or force majeure, the client will be immediately informed, provided that the contact details allow for prompt communication. In such cases, the Service Provider is entitled to reschedule or cancel the appointment.

### **§ 4. Prices and Payment Terms**

4.1. All prices are based on the price list valid at the time the service is provided. The publication of a new price list automatically replaces the previous one.

4.2. The payment for the services rendered is due immediately upon completion of the service by the Service Provider.

4.3. The fee for a series of services (e.g., a package of consultation sessions) must be paid in advance. These packages are non-transferable to third parties.

4.4. Refunds for prepaid services (such as packages or gift vouchers) are not possible.

### **§ 5. Liability for Property Damage**

The Service Provider's liability for property damage occurring during the provision of services (e.g., damage to the client's personal belongings) is limited to gross negligence and intentional actions.

### **§ 6. Retention of Title**

The Service Provider retains ownership of any products or materials sold until full payment is received.

### **§ 7. Client's Obligation to Inform**

7.1. The client is required to inform the Service Provider of any health conditions, allergies, or other physical concerns (e.g., chronic illnesses, medication use, etc.) that may affect the provision of services or may lead to health risks for the client.

7.2. The client agrees to answer any questions regarding their health truthfully and thoroughly to avoid complications during the service delivery.

### **§ 8. Vouchers**

8.1. **Gift Vouchers** are issued for a specific monetary amount. The validity of gift vouchers is 5 years. The service corresponding to the voucher redemption must be provided within this period. The terms for appointment scheduling are governed by § 2 and § 3.

8.2. **Service Vouchers** are issued for a specific service. The validity of service vouchers is 5 years. If the price of the service is higher at the time of redemption than when the voucher was issued, the client is required to pay the difference.

8.3. The voucher must be presented at the appointment and can only be redeemed by being invalidated.

8.4. A cash refund for the value of the voucher is excluded.

### **§ 9. Data Protection**

Please refer to our privacy policy at [www.settlein.at](http://www.settlein.at) for details on how we handle your personal data.

### **§ 10. Miscellaneous**

10.1. The Service Provider assumes no liability for incidents or accidents occurring outside of scheduled sessions (in physical locations, events, or similar).

10.2. The same terms and conditions apply for home visits as for services rendered at the Service Provider's office.

10.3. If any of the provisions of these AGB are invalid or become invalid, the validity of the remaining provisions remains unaffected. The parties agree to replace the invalid provision with a legally and economically valid one that reflects the purpose of the original provision.

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