

General Terms and Conditions (GTC) – Status: 01.12.2025

§ 1 Scope of Application

1. If you (hereinafter: “Client”, “Customer” or “Member”) subscribe to newsletters/mailings from Stephan Beck – sbcompetence, Ch. Raulan, 1269 Bassins (CH), and/or make use of our services (e.g. free consultation videos, webinars), and/or enter into consulting, coaching or training contracts, the exclusive application of these General Terms and Conditions (GTC) is agreed. Use of our services without prior acceptance of these GTC is not permitted.
2. Before using our services, you confirm that you are a) an entrepreneur, or b) a private individual authorized to represent yourself and entitled to enter into contracts with us or use our services.
3. All agreements concluded between you and us in connection with the respective service contract arise from these GTC and from any individual agreements.
4. The version of our GTC valid before the use of services shall apply.
5. Deviating conditions of the client will not be accepted.

§ 2 Subject Matter of the Contract and Performance of Services

1. We provide services in the areas of personal development, mental training, business consulting, wellness and online marketing. We offer our clients participation in trainings, seminars and consulting services – multimedia-based, video-based, by phone or on-site. Services may be standardized or customized; the exact scope results from the respective service description.
2. We are obligated exclusively to provide the agreed services, not to achieve any specific result or work product.
3. The type, scope and execution of our services are carried out within the agreed contractual framework at our discretion.
4. We may use third parties or subcontractors to fulfil our services. Organizations or brands such as SOL-Academy™ Palawan or SOL-Hypnosis® Palawan may also be involved. The selection and commissioning are carried out by us. Our contractual obligations towards you remain unaffected.
5. All prices are quoted in CHF and net. The fee is generally due upon conclusion of the contract unless otherwise agreed. Obstacles originating from the client’s sphere (e.g. non-attendance, discontinuation) do not release from the obligation to pay.

§ 3 Conclusion of the Contract

1. The presentation and advertisement of our services on websites, brochures or advertisements do not constitute a binding offer.
 2. The contract may be concluded orally, in writing or electronically.
 3. Oral contracts are concluded through mutually corresponding declarations of intent. You consent to telephone calls and/or video chats being recorded for documentation and evidentiary purposes.
 4. The receipt of your order is confirmed by e-mail. This confirmation does not constitute binding acceptance unless explicitly stated or immediate access (e.g. to the password-protected member area) is granted.
 5. If the service cannot be provided, we will inform you without delay and refund any payments received if applicable.
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§ 4 Exclusion from Our Services

1. Our services and treatments serve personal development and support of well-being. They do not replace medical diagnosis or treatment by a physician. All use is at your own responsibility.
 2. Persons with medical contraindications to hypnosis or comparable methods, which make safe application impossible, are excluded from participation. This particularly includes conditions that may lead to loss of consciousness or control, e.g. epilepsy.
 3. We reserve the right to modify the process or content of services if this improves quality or becomes necessary due to unforeseen circumstances.
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§ 5 Termination, Duration

1. The duration is based on the main contract; if no agreement exists, a fixed duration of one month applies.
 2. Early termination by the client is only possible for important reasons.
 3. In the event of early withdrawal, our claims to remuneration remain unaffected. In the case of goodwill cancellations, cancellation fees may be charged.
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§ 6 Default

1. Deadlines begin only after full receipt of payment and provision of all required information by the client.
 2. In case of payment default, further services may be withheld until full settlement.
 3. In case of instalment payments: in the event of default, we may terminate the contract and demand all fees due until the next regular termination date.
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§ 7 Conduct and Consideration

1. You commit to adhering to the rules and behavioral guidelines we provide, particularly during group work, collective activities or other events. These rules ensure optimal delivery of services for each participant and the group as a whole.
 2. In our groups/communities, you commit to respecting the interests of Stephan Beck – sbcompetence. Soliciting or recruiting other clients or members is prohibited.
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§ 8 Copyright and Usage Rights

1. All content published by us is protected by copyright (URG, Switzerland). Use without permission is prohibited.
 2. Clients receive a simple, non-transferable right of use for the duration of the contract for content in the password-protected member area. Forwarding or duplication is prohibited.
 3. Violations may result in contractual penalties and criminal prosecution.
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§ 9 Confidentiality, Contractual Penalty & Damages

1. Content from consulting, training and communication is confidential.
 2. The client commits not to disclose confidential information.
 3. Disclosure by the client may result in a contractual penalty of CHF 10,000 per case.
 4. Further claims for damages remain reserved.
 5. Forwarding training content, whether commercial or not, is strictly prohibited.
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§ 10 Payment Terms

1. Fees are generally due upon conclusion of the contract unless individually agreed otherwise.
 2. Payment via bank transfer, SEPA direct debit or Wise.
 3. Instalment payments are only possible via prepayment/SEPA. The SEPA mandate must be submitted in writing.
 4. Entrepreneurs receive an invoice upon request.
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§ 11 Liability

1. Liability for intent or gross negligence in accordance with the Swiss Code of Obligations (OR).
 2. Participation is at your own responsibility. Exclusion of persons according to § 4 applies.
 3. Otherwise, liability exists only in the event of a breach of essential contractual obligations and is limited to foreseeable damage.
 4. Liability for injury to life, body or health remains unaffected.
 5. The client ensures that any materials provided are free from third-party rights.
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§ 12 Commitment to Independence

1. Stephan Beck – sbcompetence and all its employees declare that they do not belong to any sect, religious community or political group and do not disseminate any related ideology.
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§ 13 Data Protection, Consent

1. Collection, processing and storage of personal data in accordance with the Swiss Data Protection Act (DSG) 2023. The privacy policy is acknowledged.
 2. Consent to be contacted via e-mail, SMS, messenger, etc. may be revoked.
 3. Consent to the storage and processing of personal data for marketing purposes may be revoked.
 4. Data transmitted to third parties (e.g. Facebook, Google) is processed after approval.
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§ 14 Applicable Law, Jurisdiction

1. Swiss law (OR, URG, DSG) applies exclusively.
 2. Place of jurisdiction: registered office of the sole proprietorship Stephan Beck – sbcompetence, Switzerland. We may also assert claims at the general legal venue of the client.
 3. The contract text is stored for up to 10 years.
 4. The binding contract language is German. Translations into English or French are non-binding and for translation purposes only.
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§ 15 Invalidity of Individual Provisions

1. Should any provision be invalid, the validity of the remaining provisions shall remain unaffected.
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