

(TERMS OF SALE AND DELIVERY IN ENGLISH BELOW)

HANDELS- OG LEVERINGSBETINGELSER

Theilgaard Academy (Real People I/S)

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Ikrafttrædelse: 08. februar 2026

Version: 2.1

1. Anvendelsesområde og dokumentstruktur

1.1. Disse handels- og leveringsbetingelser gælder for alle køb af ydelser og produkter under Theilgaard Academy.

1.2. Betingelserne er opdelt i:

A: B2C – dato-/periodebestemte forløb og workshops

B: B2C – digitale produkter og digitalt indhold

C: B2B – erhvervskunder

D: Fælles bestemmelser

1.3. Ved modstrid gælder følgende rangorden:

(1) Ordrebekræftelse/tilbud + produktside + undervisningskalender,

(2) disse betingelser,

(3) deklarerede platformvilkår (kun hvor relevante).

2. Definitioner

2.1. "Forløb": Undervisningsforløb med faste datoer/perioder (typisk 26 undervisningsdage over ca. 12 måneder i moduler á 2–3 dage, medmindre andet fremgår af produktbeskrivelsen).

2.2. "Workshop": Undervisning/event med fast dato eller fast periode.

2.3. "Digitalt indhold": Videoer, downloads, medlemsmateriale, onlinekurser uden fysisk levering.

2.4. "Deltager": Den person, der deltager i undervisningen (kan være anden person end betaler).

A) B2C – Dato-/periodebestemte forløb og workshops

3. Aftaleindgåelse (B2C)

3.1. En aftale er bindende, når kunden har gennemført bestilling med betalingsforpligtelse og modtaget ordrebekræftelse.

3.2. Kunden er ansvarlig for korrekt navn, e-mail og

faktureringsoplysninger.

3.3. Datoer/perioder for det købte forløb/workshop skal fremgå af produktsiden eller ordrebekræftelsen/undervisningskalenderen.

4. **Pris, moms og betaling (B2C)**

4.1. Priser til forbrugere er angivet inkl. moms, medmindre andet følger af ufravigelig lov.

4.2. Ved ratebetaling forpligter kunden sig til at betale alle rater på forfaldsdato.

4.3. Ved manglende betaling kan Theilgaard Academy suspendere adgang/deltagelse, indtil betaling er registreret.

5. **Fortrydelsesret og bindende tilmelding (B2C)**

5.1. For ydelser med konkret dato eller konkret periode (forløb/workshops) er tilmelding bindende fra aftaleindgåelse.

5.2. For sådanne ydelser gælder fortrydelsesret ikke i det omfang, lovgivningen undtager tjenesteydelser med fast dato/periode.

5.3. Hvis en konkret ydelse undtagelsesvis ikke er omfattet af undtagelsen i 5.2, håndteres fortrydelse efter gældende lov.

6. **Afmelding, no-show og overdragelse (B2C)**

6.1. Afmelding fra kundens side giver ikke ret til tilbagebetaling, medmindre andet udtrykkeligt fremgår af produktbeskrivelsen.

6.2. No-show (udeblivelse) giver ikke ret til tilbagebetaling.

6.3. Kunden kan altid overdrage pladsen helt eller delvist (inkl. resterende moduler) til en anden deltager uden gebyr.

6.4. Overdragelse kræver skriftlig meddelelse til [indsæt e-mail] med ordrenr., navn og e-mail på ny deltager.

7. **Datoændringer, udsættelse og aflysning fra Theilgaard Academy (B2C)**

7.1. Theilgaard Academy kan ændre datoer/perioder, når det er sagligt begrundet (fx sygdom, lokationsforhold, sikkerhed, myndighedskrav, force majeure eller lignende driftsforhold).

7.2. Kunden varsles individuelt via e-mail med:

- (a) hvad der ændres,
- (b) begrundelse,
- (c) valgmuligheder.

7.3. Ved væsentlig datoændring kan kunden vælge:

1. acceptere ny dato, eller
2. overdrage pladsen uden gebyr, eller
3. udtræde af den berørte ikke-afholdte del med pro rata tilbagebetaling for ikke-leverede moduler.

7.4. Ved fuld aflysning fra Theilgaard Academy tilbagebetales den ikke-leverede del af ydelsen.

8. Misligholdelse, suspension og ophør (B2C)

8.1. Ved forsinket betaling kan Theilgaard Academy fremsende rykkerskrivelser og opkræve rykkergebyr i overensstemmelse med gældende ret.

8.2. Theilgaard Academy kan opkræve morarente fra forfaldsdagen i overensstemmelse med gældende ret.

8.3. Ved fortsat manglende betaling efter skriftligt påkrav kan Theilgaard Academy:

(a) suspendere deltagerens deltagelse og/eller adgang til materiale og platforme,

(b) bortvise deltageren fra holdet,

(c) ophæve aftalen for fremtidige leverancer.

8.4. Ved væsentlig betalingsmisligholdelse kan Theilgaard Academy, efter skriftligt påkrav, kræve resterende aftalte rater forfaldne til betaling i det omfang gældende ret tillader det.

8.5. Ved fortsat misligholdelse kan kravet overgives til inkasso, og Theilgaard Academy kan kræve inkasogebyr samt rimelige og relevante inddrivelsesomkostninger i overensstemmelse med gældende ret.

8.6. Suspension, bortvisning eller ophævelse som følge af kundens misligholdelse fritager ikke kunden for betaling af allerede forfaldne ydelser.

B) B2C – Digitale produkter og digitalt indhold

9. Levering og adgang (B2C digitalt)

9.1. Levering anses for sket, når adgang er givet til platform/download/medlemsområde.

9.2. Adgang er personlig og må ikke deles.

10. Fortrydelse (B2C digitalt)

10.1. For betalt digitalt indhold, der leveres straks, accepterer kunden ved checkout:

(a) at levering påbegyndes med det samme, og

(b) at fortrydelsesret bortfalder, når levering er påbegyndt, i det omfang loven tillader det.

10.2. Hvis sådant samtykke/anerkendelse ikke er indhentet korrekt, gælder forbrugerens lovbestemte rettigheder.

11. Licens og misbrug (B2C digitalt)

11.1. Kunden får en begrænset, personlig, ikke-overdragelig brugsret.

11.2. Deling, kopiering, videresalg, offentligt upload eller kommerciel videreanvendelse er ikke tilladt uden skriftlig tilladelse.

C) B2B – Erhvervskunder (alle TA-ydelser)

12. Aftalegrundlag (B2B)

12.1. B2B-køb er reguleret af dette afsnit C + relevante fællesbestemmelser i afsnit D.

12.2. Forbrugerlovgivningens fortrydelsesregler finder ikke anvendelse på B2B-køb.

13. Pris, moms og betaling (B2B)

13.1. B2B-priser angives som udgangspunkt ekskl. moms, medmindre andet er aftalt.

13.2. Betalingsfrist: [8/14] dage netto, medmindre andet fremgår af tilbud/faktura.

13.3. Ved ratebetaling er hele aftalen bindende, og samtlige rater forfalder iht. betalingsplanen.

13.4. Ved forsinket betaling kan Theilgaard Academy opkræve rykkergebyrer, morarenter og øvrige lovlige inddrivelsesomkostninger i overensstemmelse med gældende ret.

14. Uopsigelighed, afmelding og no-show (B2B)

14.1. Tilmelding/køb er uopsigeligt fra aftaleindgåelse, medmindre andet er skriftligt aftalt.

14.2. Afmelding, intern omprioritering, sygdom eller no-show giver ikke ret til tilbagebetaling.

14.3. Kunde kan altid overdrage/udskifte deltager(e) uden gebyr.

15. Betalingsmisligholdelse (B2B)

15.1. Ved forsinket betaling kan Theilgaard Academy fremsende rykkerskrivelser og opkræve rykkergebyr i overensstemmelse med gældende ret.

15.2. Ved forsinket betaling kan Theilgaard Academy desuden opkræve et fast kompensationsbeløb til dækning af inddrivelsesomkostninger i overensstemmelse med gældende ret (pt. 310 kr.).

15.3. Theilgaard Academy kan opkræve morarente fra forfaldsdagen i overensstemmelse med gældende ret.

15.4. Ved betalingsmisligholdelse kan Theilgaard Academy, efter skriftligt påkrav:

(a) suspendere deltagelse og/eller adgang til materiale og platforme,

(b) bortvise deltager(e) fra holdet,

(c) ophæve aftalen for fremtidige leverancer med øjeblikkelig virkning.

15.5. Ved betalingsmisligholdelse kan Theilgaard Academy kræve samtlige resterende rater og øvrige udeståender straks forfaldne til betaling.

15.6. Theilgaard Academy kan overgive kravet til inkasso og kræve inkassogebyr samt rimelige og relevante inddrivelsesomkostninger i overensstemmelse med gældende ret.

15.7. Suspension, bortvisning eller ophævelse som følge af kundens misligholdelse fritager ikke kunden for betaling af forfaldne eller allerede aftalte ydelser.

16. Ændringer og aflysning (B2B)

16.1. Theilgaard Academy kan foretage rimelige ændringer i datoer, undervisere, format og lokation, hvis ydelsens hovedindhold opretholdes.

16.2. Ved væsentlig ændring tilbydes kommercielt rimelig alternativ afvikling (ny dato/plads/substitution).

16.3. Ansvar og erstatning reguleres af §20B.

D) Fælles bestemmelser (B2C + B2B)

17. Immaterielle rettigheder

17.1. Alle immaterielle rettigheder til undervisning, metode, materiale, video, slides, øvelser og digitale produkter tilhører Real People I/S/Theilgaard Academy eller relevante rettighedshavere.

17.2. Køb giver kun de udtrykkeligt angivne brugsrettigheder.

18. Adfærd og bortvisning

18.1. Deltagere skal udvise respektfuld adfærd over for undervisere og øvrige deltagere.

18.2. Ved grov eller gentagen krænkende/forstyrrende adfærd kan deltager bortvises uden tilbagebetaling.

19. Persondata

19.1. Persondata behandles i overensstemmelse med gældende databeskyttelsesret og Theilgaard Academys privatlivspolitik: [indsæt link].

20. Ansvar, ansvarsbegrænsning og force majeure

20A. B2C (Privatkøb)

20A.1. Theilgaard Academy leverer undervisning, træning og indhold som beskrevet i den konkrete leverance, men garanterer ikke bestemte resultater, indtjening, certificering eller erhvervsmæssige effekter.

20A.2. Theilgaard Academy er ansvarlig efter dansk rets almindelige regler med de begrænsninger, der følger af disse betingelser og

ufravigelig lovgivning.

20A.3. Intet i disse betingelser begrænser ansvar, som ikke lovligt kan begrænses, herunder ansvar ved forsæt eller grov uagtsomhed samt ufravigelige forbrugerrettigheder.

20A.4. I det omfang loven tillader det, hæfter Theilgaard Academy ikke for indirekte tab, herunder driftstab, avancetab og følgeskader.

20A.5. I det omfang loven tillader det, er Theilgaard Academy's samlede ansvar begrænset til det beløb, kunden har betalt for den del af ydelsen, som kravet vedrører, dog med forbehold for pkt.

20A.3.

20A.6. Theilgaard Academy er ikke ansvarlig for manglende eller forsinket opfyldelse, der skyldes forhold uden for Theilgaard Academy's rimelige kontrol (force majeure), herunder sygdom hos nøgleunderviser, brand, strejke, myndighedspåbud, krig, terror, naturhændelser, omfattende driftsforstyrrelser eller nedbrud hos tredjepartsleverandører.

20A.7. Ved force majeure suspenderes de berørte forpligtelser i den periode, hindringen varer. Hvis force majeure varer mere end 90 dage, kan hver part ophæve den ikke-leverede del af aftalen. Kunden har i så fald krav på forholdsmæssig tilbagebetaling for ikke-leverede ydelser.

20B. B2B (erhvervskunder)

20B.1. Theilgaard Academy leverer ydelser efter aftalt scope, men garanterer ikke bestemte forretningsmæssige resultater, indtjening, certificering eller andre kommercielle effekter.

20B.2. Theilgaard Academy hæfter ikke for indirekte tab, herunder driftstab, tabt avance, tabt data, tab af goodwill eller følgeskader.

20B.3. Theilgaard Academy hæfter ikke for forhold, der skyldes kundens egne forhold eller tredjepartssystemer, herunder platforme, betalingsløsninger, hosting, internetforbindelser eller tredjepartssoftware.

20B.4. Theilgaard Academy's samlede ansvar pr. krav og samlet for en ordre er begrænset til det beløb, kunden har betalt for den konkrete ydelse, som kravet vedrører.

20B.5. Theilgaard Academy er ikke ansvarlig for manglende eller forsinket opfyldelse som følge af force majeure, jf. pkt. 20A.6.

20B.6. Ved force majeure suspenderes de berørte forpligtelser i den periode, hindringen varer. Hvis force majeure varer mere end

90 dage, kan hver part ophæve den ikke-leverede del af aftalen uden yderligere ansvar, ud over betaling for allerede leverede ydelser.

21. Klager og tvister

- 21.1. Klager sendes til helga@theilgaardacademy.com.
- 21.2. Parterne skal først søge tvisten løst i mindelighed.
- 21.3. Dansk ret gælder.
- 21.4. For B2B er værneting Københavns Byret, medmindre andet er aftalt.
- 21.5. For B2C påvirker værnetingsbestemmelsen ikke ufravigelige forbrugerrettigheder.

22. Ændringer af betingelser

- 22.1. Opdaterede betingelser gælder kun for nye køb, medmindre ændring af eksisterende aftale sker efter udtrykkelig aftale eller i overensstemmelse med gældende ret.

TERMS OF SALE AND DELIVERY

Theilgaard Academy (Real People I/S)

CVR: 44904551

Website: theilgaardacademy.com

Email: helga@theilgaardacademy.com

Phone: +45 26844043

Address: Frederiksborggade 20B, 3.th

Effective date: 08 february 2026

Version: 2.1

1. Scope and document structure

1.1. These Terms apply to all services and products sold under Theilgaard Academy.

1.2. The Terms are split into:

A: B2C – date-/period-specific programs and workshops

B: B2C – digital products and digital content

C: B2B – business customers

D: common clauses

1.3. Priority in case of conflict:

(1) Order confirmation/offer + product page + teaching calendar,

(2) these Terms,

(3) declared platform terms (where relevant).

2. Definitions

2.1. “Program”: Training delivered on fixed dates/periods (typically 26 teaching days over approx. 12 months in 2–3 day modules, unless otherwise stated).

2.2. “Workshop”: Training/event delivered on a fixed date or within a fixed period.

2.3. “Digital Content”: Videos, downloads, membership content, online materials without physical delivery.

2.4. “Participant”: The person attending (may differ from payer).

A) B2C – Date-/period-specific programs and workshops

3. Contract formation (B2C)

- 3.1. The contract is binding once the customer completes an order with payment obligation and receives order confirmation.
- 3.2. The customer is responsible for correct contact and billing details.
- 3.3. Dates/periods for the purchased program/workshop must appear on the product page or in the order confirmation/teaching calendar.

4. Price, VAT and payment (B2C)

- 4.1. Consumer prices are stated incl. VAT, unless mandatory law requires otherwise.
- 4.2. If installment payments are chosen, all installments are due on their due dates.
- 4.3. In case of non-payment, Theilgaard Academy may suspend access/participation until payment is received.

5. Withdrawal rights and binding enrollment (B2C)

- 5.1. For services with a specific date or specific period (programs/workshops), enrollment is binding from contract formation.
- 5.2. For such services, withdrawal rights do not apply where mandatory law excludes withdrawal for date-/period-specific services.
- 5.3. If a specific service is exceptionally not covered by that exclusion, withdrawal is handled under applicable law.

6. Cancellation, no-show and transfer (B2C)

- 6.1. Customer cancellation does not entitle to a refund unless explicitly stated on the product page.
- 6.2. No-show does not entitle to a refund.
- 6.3. The customer may always transfer the seat fully or partially (including remaining modules) to another participant at no fee.
- 6.4. Transfers require written notice to [insert email] with order no., and new participant name/email.

7. Date changes, postponement and cancellation by Theilgaard Academy (B2C)

- 7.1. Theilgaard Academy may change dates/periods when objectively justified (e.g., illness, venue constraints, safety, authority requirements, force majeure, or similar operational conditions).
- 7.2. Customer receives individual email notice stating:
 - (a) what changes,
 - (b) reason,
 - (c) available options.
- 7.3. In case of a material date change, customer may:

1. accept the new date, or
 2. transfer seat at no fee, or
 3. withdraw from the affected non-delivered part with pro rata refund for non-delivered modules.
- 7.4. If Theilgaard Academy fully cancels, non-delivered parts are refunded.

8. Breach, suspension and termination (B2C)

- 8.1. In case of late payment, Theilgaard Academy may issue payment reminders and charge reminder fees in accordance with applicable law.
- 8.2. Theilgaard Academy may charge statutory default interest from the due date in accordance with applicable law.
- 8.3. If payment remains outstanding after written demand, Theilgaard Academy may:
- (a) suspend participation and/or access to materials and platforms,
 - (b) remove the participant from the class/program,
 - (c) terminate the agreement for future deliveries.
- 8.4. In case of material payment breach, Theilgaard Academy may, after written demand, declare remaining agreed installments immediately due and payable to the extent permitted by applicable law.
- 8.5. In the event of continued breach, the claim may be referred to debt collection, and Theilgaard Academy may claim debt-collection fees and reasonable/relevant recovery costs in accordance with applicable law.
- 8.6. Suspension, removal, or termination due to the customer's breach does not release the customer from payment of amounts already due.

B) B2C – Digital products and digital content

9. Delivery and access (B2C digital)

- 9.1. Delivery is completed when access is granted to platform/download/membership area.
- 9.2. Access is personal and may not be shared.

10. Withdrawal (B2C digital)

- 10.1. For paid digital content delivered immediately, customer accepts at checkout:
- (a) immediate start of delivery, and
 - (b) loss of withdrawal right once delivery has started, to the extent permitted by law.
- 10.2. If such consent/acknowledgement has not been properly captured, statutory consumer rights remain.

11. License and misuse (B2C digital)

- 11.1. Customer receives a limited, personal, non-transferable right of use.
- 11.2. Sharing, copying, resale, public upload, or commercial reuse is prohibited without written permission.

C) B2B – Business customers (all TA services)

12. Contract basis (B2B)

- 12.1. B2B purchases are governed by this Section C plus relevant common terms in Section D.
- 12.2. Consumer withdrawal rules do not apply to B2B purchases.

13. Price, VAT and payment (B2B)

- 13.1. B2B prices are generally stated excl. VAT unless agreed otherwise.
- 13.2. Payment term: [8/14] days net unless otherwise stated in offer/invoice.
- 13.3. If installment payment is agreed, the full contract remains binding and all installments are due as scheduled.
- 13.4. In case of late payment, Theilgaard Academy may charge reminder fees, default interest, and other lawful recovery costs in accordance with applicable law.

14. Non-cancellable enrollment, cancellation and no-show (B2B)

- 14.1. Enrollment/purchase is non-cancellable from contract formation unless otherwise agreed in writing.
- 14.2. Cancellation, internal reprioritization, illness, or no-show does not entitle to refund.
- 14.3. Customer may always transfer/substitute participants at no fee.

15. Payment breach (B2B)

- 15.1. In case of late payment, Theilgaard Academy may issue payment reminders and charge reminder fees in accordance with applicable law.
- 15.2. In case of late payment, Theilgaard Academy may additionally charge a fixed compensation amount for recovery costs in accordance with applicable law (currently DKK 310).
- 15.3. Theilgaard Academy may charge statutory default interest from the due date in accordance with applicable law.
- 15.4. In case of payment breach, Theilgaard Academy may, after written demand:
 - (a) suspend participation and/or access to materials and platforms,
 - (b) remove participant(s) from the class/program,
 - (c) terminate the agreement for future deliveries with immediate effect.
- 15.5. In case of payment breach, Theilgaard Academy may declare all

remaining installments and other outstanding amounts immediately due and payable.

15.6. Theilgaard Academy may refer the claim to debt collection and claim debt-collection fees plus reasonable/relevant recovery costs in accordance with applicable law.

15.7. Suspension, removal, or termination due to the customer's breach does not release the customer from payment of due or already agreed amounts.

16. Changes and cancellation (B2B)

16.1. Theilgaard Academy may make reasonable changes to dates, instructors, format, and venue if core deliverable value is maintained.

16.2. For material changes, Theilgaard Academy offers commercially reasonable alternative performance (new date/seat/substitute).

16.3. Liability and damages are governed by Section 20B.

D) Common clauses (B2C + B2B)

17. Intellectual property

17.1. All IP rights in training, method, materials, video, slides, exercises and digital products belong to Real People I/S/Theilgaard Academy or relevant rightsholders.

17.2. Purchase grants only expressly stated usage rights.

18. Conduct and removal

18.1. Participants must behave respectfully toward instructors and other participants.

18.2. Gross or repeated disruptive/offensive conduct may result in removal without refund.

19. Personal data

19.1. Personal data is processed in accordance with applicable data protection law and Theilgaard Academy's privacy policy: [insert link].

20. Liability, limitation of liability and force majeure

20A. B2C (consumers)

20A.1. Theilgaard Academy provides training and content as described in the relevant deliverable, but does not guarantee specific outcomes, earnings, certifications, or business effects.

20A.2. Theilgaard Academy is liable under general Danish law, subject to the limitations set out in these Terms and mandatory law.

20A.3. Nothing in these Terms limits liability that cannot lawfully be limited, including liability for wilful misconduct or gross negligence

and mandatory consumer rights.

20A.4. To the extent permitted by law, Theilgaard Academy is not liable for indirect losses, including operating loss, loss of profit, and consequential loss.

20A.5. To the extent permitted by law, Theilgaard Academy's total liability is limited to the amount paid by the customer for the part of the service to which the claim relates, subject to clause 20A.3.

20A.6. Theilgaard Academy is not liable for non-performance or delay caused by events beyond its reasonable control (force majeure), including key instructor illness, fire, strike, authority orders, war, terrorism, natural events, major operational disruption, or failures by third-party providers.

20A.7. In force majeure events, affected obligations are suspended for the duration of the event. If force majeure continues for more than 90 days, either party may terminate the non-delivered part of the agreement. In such case, the customer is entitled to a pro rata refund for non-delivered services.

20B. B2B (business customers)

20B.1. Theilgaard Academy delivers services according to the agreed scope, but does not guarantee specific business outcomes, earnings, certifications, or other commercial effects.

20B.2. Theilgaard Academy is not liable for indirect losses, including operating loss, loss of profit, loss of data, loss of goodwill, or consequential damages.

20B.3. Theilgaard Academy is not liable for circumstances caused by the customer's own conditions or third-party systems, including platforms, payment providers, hosting, internet connectivity, or third-party software.

20B.4. Theilgaard Academy's total liability per claim and in aggregate per order is limited to the amount paid by the customer for the specific service to which the claim relates.

20B.5. Theilgaard Academy is not liable for non-performance or delay due to force majeure, cf. clause 20A.6.

20B.6. In force majeure events, affected obligations are suspended for the duration of the event. If force majeure continues for more than 90 days, either party may terminate the non-delivered part of the agreement without further liability, except payment for services already delivered.

21. Complaints and disputes

21.1. Complaints: helga@theilgaardacademy.com

21.2. Parties shall first seek amicable resolution.

21.3. Danish law applies.

21.4. For B2B, venue is Copenhagen City Court, unless otherwise agreed.

21.5. For B2C, mandatory consumer rights are unaffected by venue wording.

22. Changes to terms

22.1. Updated terms apply to new purchases only, unless existing contracts are changed by express agreement or as permitted by applicable law.