

## Terms & Conditions

These Terms and Conditions apply to all services offered by **Spark Joy Europe**, led by **Sheila Carroll**, Professional Organizer (“Opruimcoach”) and Certified **KonMari® Consultant** based in Amsterdam and serving clients across the **Netherlands**, including **Rotterdam**, **The Hague**, and **Utrecht**.

By booking a session, workshop, or consultation, **the Client** agrees to the terms below.

Version: December 2025

**Business:** Spark Joy Europe | **Owner:** Sheila Carroll | **Location:** Amsterdam, The Netherlands

### Article 1 – Applicability

These terms apply to all offers, agreements, and services of Spark Joy Europe. Any deviations are only valid if agreed in writing between Spark Joy Europe and the Client

### Article 2 – Services

Spark Joy Europe provides guidance and advice in decluttering and organizing.

The Client always decides what to keep or discard.

### Article 3 – Rates and Costs

All rates are stated in euros and include VAT.

The **session rate** (“rate”) applies per hour or per session, as agreed in advance.

The **total session cost** (“costs”) consists of the session rate **plus** any additional charges such as travel expenses, materials, or other agreed extras. These additional costs will always be **stated in advance**.

Invoices must be paid within **7 days** of the invoice date. Late payments are subject to statutory interest and any reasonable collection costs.

### Article 4 – Cancellation and Deposit

Sometimes plans change. Please notify Spark Joy Europe as soon as possible if you need to reschedule or cancel a session.

Appointments can be cancelled or rescheduled free of charge up to **48 hours** before the agreed start time. If a cancellation is made within **48 hours**, the session fee for the booked hours (calculated at the agreed hourly rate) is due.

If the Client does not appear at the agreed time (“no-show”), the same rule applies: the session fee for the booked hours will be charged.

For workshops or group sessions, **full payment in advance** is required to confirm the booking.

Spark Joy Europe | Professional Organizer Amsterdam | Opruimcoach | Serving clients across the Netherlands

Cancellations received more than **7 days** before the event date will be refunded in full.

Cancellations received between **7 and 2 days** before the event will be refunded 50 %.

No refund will be made for cancellations within **48 hours** of the start time.

Spark Joy Europe reserves the right, **in exceptional circumstances**, to reschedule or cancel a session.

In such cases, any payment already made will be refunded or applied to a new date by mutual agreement.

## **Article 5 – Liability**

Spark Joy Europe performs all services to the best of their ability but cannot guarantee a specific result.

The Client remains responsible for all decisions and for handling their belongings.

Spark Joy Europe is not liable for indirect or consequential damages, including emotional value or loss of income.

Any liability is limited to the invoice amount of the relevant service.

## **Article 6 – Safety, Cooperation, and Working in the Client’s Absence**

### **a) Safety and Cooperation**

The Client ensures a safe working environment and provides correct information. Any damage caused by incomplete or incorrect information is the Client’s responsibility. Spark Joy Europe reserves the right to discontinue or postpone a session if the environment is unsafe or not as described.

### **b) Working in the Client’s Absence**

When services are carried out while the Client is not present, Spark Joy Europe will take all reasonable care to work respectfully, safely, and transparently in the Client’s home. The following conditions apply:

#### **i. No Discarding Without Permission**

Spark Joy Europe will not throw away, donate, or permanently remove any belongings without the Client’s prior written consent.

Exception: clearly identifiable rubbish such as torn packaging, broken boxes, or used tape.

#### **ii. Light Sorting Only**

Spark Joy Europe may group similar items together, place anything visibly damaged to one side, and create a small “review later” area for items that may require the Client’s decision.

Decluttering decisions (such as what to keep, donate, or discard) remain the responsibility of the Client.

#### **iii. Placement During Absence**

While Spark Joy Europe will set up spaces in a functional and thoughtful way, some refinements may be needed once the Client is home and using the space day-to-day.

#### **iv. Updates and Communication**

At the end of each working day, Spark Joy Europe will provide a brief update summarising:

- areas unpacked or organized
- items set aside for later review
- any observations relevant to next steps

Photos may be included when helpful.

v. Access and Working Conditions

The Client is responsible for providing safe and secure access to the home. If an area is unsafe or inaccessible, Spark Joy Europe may pause work until the issue is resolved.

vi. Adjustments to Scope

If the volume of belongings or the complexity of the work differs significantly from what was understood in advance, Spark Joy Europe will inform the Client and agree on how to proceed before additional hours are worked.

## **Article 7 – Confidentiality, Privacy, and Order of Precedence**

Spark Joy Europe will treat all Client information as confidential unless disclosure is required by law or with the Client's consent.

These Terms and Conditions ("T&Cs") apply to all services provided by Spark Joy Europe and form part of every verbal, written, or online booking agreement between Spark Joy Europe and the Client.

If there is any conflict between these T&Cs and the Privacy Policy, the Privacy Policy will take precedence with respect to the handling of personal data.

Unless otherwise stated, the order of precedence between documents is as follows:

1. **"Any specific written agreement or confirmation of booking (including email or online confirmation)"**
2. **"The Privacy Policy"**
3. **"These Terms and Conditions"**

The current Privacy Policy is available at <https://sparkjoyeurope.com/privacy-policy/>

## **Article 8 – Digital Decluttering Services**

### **c) Confidentiality**

All information and files accessed during a digital decluttering session will be treated as strictly confidential. Spark Joy Europe will not disclose Client data to third parties without the Client's explicit consent.

### **d) Client Responsibility**

The Client is responsible for:

Spark Joy Europe | Professional Organizer Amsterdam | Opruimcoach | Serving clients across the Netherlands

- Ensuring their devices, accounts, and internet connection are accessible and functioning during the session.
- Making complete backups of their data prior to the session.

Providing accurate and up-to-date information, including login details where necessary.

#### **e) Security and Access**

When remote access or screen-sharing is used, the Client remains responsible for safeguarding their login credentials. For security reasons, Clients are advised to change passwords after any session in which credentials were shared. Spark Joy Europe will not store or retain Client passwords.

#### **f) Decisions and Liability**

The Client retains full responsibility for all decisions regarding the deletion, storage, or transfer of digital files and emails. Spark Joy Europe is not liable for accidental data loss, corruption, or technical malfunctions that occur during or after the digital decluttering process.

#### **g) GDPR Compliance**

Any personal data processed in the course of a digital decluttering session will be used solely for providing the agreed service. Spark Joy Europe does not store, retain, or otherwise process Client files beyond the duration of the session, except as required by law (e.g. invoice records).

### **Article 9 – Intellectual Property**

Materials, methods, or checklists provided by Spark Joy Europe remain the property of Spark Joy Europe. The Client may use them privately but not share them commercially.

### **Article 10 – Governing Law and Disputes**

These Terms and Conditions are governed by Dutch law.

Any disputes arising from these Terms and Conditions will be submitted to the competent court in the district where Spark Joy Europe is established.