

The Shift

Terms & Conditions

I. GENERAL PROVISIONS

Article 1: General obligations

1. These general Terms and Conditions apply to the services provided by The Shift and are applicable to all members, partners and participants to activities.
2. The Shift may revoke, supplement, or alter these obligations at any time. Any such changes shall be communicated to the members, partners and participants.
3. Any conflicting general Terms and Conditions emanating from the members, partners and participants shall only be applicable subject to The Shift's prior written and express acceptance thereof.
4. Unless published or communicated by The Shift, in any form whatsoever, these Terms and Conditions shall also apply to future relations between the parties.
5. Any addition, modification or deviation to or from these Terms and Conditions must be accepted in advance, in writing and expressly by The Shift.

II. PROVISIONS REGARDING INVOICING

Article 2: Payment

1. Invoices from The Shift are payable within 14 days of receipt. Invoices will be paid in one single instalment through bank transfer as mentioned on the invoice. Payments must be made in Euros.
2. If the member, partner or participant does not agree with the invoice, he must protest it in writing within 14 days. After expiry of this period, the invoice will be deemed to be accepted.

Article 3: Procedure in the event of non-payment

1. In case of non-payment by the due date of any amount due, a first reminder will be sent granting the member, partner or participant an additional payment period of 14 days. If the payment remains overdue, a notice of default shall be sent.
2. From the notice of default, interest will be due by operation of law, calculated at the legal interest rate in accordance with the Late Payment Act as well as a compensation for collection costs equal to 10% of the principal sum.

III. PROVISIONS REGARDING MEMBERSHIP

Article 4: Application for membership by a new applicant

1. Membership fees will be paid in single instalment through bank transfer by the date as mentioned on the invoice. Payments must be made in Euros.
2. By confirming your membership, the applicant explicitly confirms that they have read and agree to the Terms and Conditions.

Article 5: Membership renewal procedure

1. The membership is valid from the date of confirmation, as stated on the invoice, until December 31st of the same year.
2. The membership automatically renews annually from January 1st of each year. A member who does not wish to renew their membership must notify The Shift in writing **at least three months prior** to the expiration of their current Membership. If the renewal is not explicitly cancelled, the membership will be tacitly renewed for a period of one year.
3. After the first year, a member may terminate their membership at any time by sending an email to hi@theshift.be, provided they respect a three-month notice period.
4. A yearly indexation is applicable to membership fees.

Article 6: Revision of the annual membership fee

1. The amount of the annual membership fee could be revised unilaterally and annually by The Shift.
2. The revised membership fee shall be applicable to each member for the year following the year for which the membership fee has already been paid.

Article 7: Revocation of membership

1. A revocation equates to an exclusion by the General Assembly in accordance with the Companies & Associations Code (and the articles of association). The membership may be revoked at any time by The Shift, provided there is good cause. The Shift is committed to promoting certain values and principles that underpin its actions, establishing a standard of excellence. Any behaviour that does not align with these core principles may compromise The Shift's integrity and the well-being of its members. In such cases, membership may be revoked for just cause, including, but not limited to:
 - failure to comply with The Shift's Code of Conduct;

- conviction for a misdemeanour or felony;
 - non-payment of the annual membership fee for a period of 3 months or more after receipt of a notice of default; and
 - inappropriate behaviour towards other Members or the Community's staff.
2. Each member is entitled to the opportunity to be heard prior to the issuance of any decision and may be accompanied by legal counsel if deemed necessary. The exclusion is notified to the concerned member by e-mail and takes effect on the date of sending. The person concerned will remain liable for the payments due for that year.
 3. Membership shall expire automatically upon the liquidation or bankruptcy of a member.
 4. In no event will any revocation of any member entitle such member to any refund of the annual membership fees that have already been paid.

IV. PROVISIONS REGARDING COMMUNITIES OF PRACTICE

Article 8: Commitment fee

1. Participants to Communities of Practice will be known as participants.
2. By submitting the application form, the applicant explicitly confirms that they have read and agreed to the Terms and Conditions.
3. Participants will be invoiced after registration. Invoices from The Shift are payable within 14 days of receipt.
4. Commitment fees will be paid in a single instalment through bank transfer. Payments must be made in Euros.
5. When the participant is absent during the activity, the full participation fee remains due.

Article 9: Exclusion of participation

1. The participation may be revoked at any time by The Shift, provided there is good cause. The Shift is committed to promoting certain values and principles that underpin its actions, establishing a standard of excellence. Any behaviour that does not align with these core principles may compromise The Shift's integrity and the well-being of its members. In such cases, participation may be revoked for just cause, including, but not limited to:
 - failure to comply with the Shift's Code of Conduct;

- conviction for a misdemeanour or felony;
 - non-payment of the commitment fee within 14 days of receipt;
 - inappropriate behaviour towards other members, participants or the community's staff.
2. The exclusion is notified by e-mail and takes effect on the date of sending.
 3. In no event will any revocation of any participant entitle such participants to any refund of the participation fees that have already been paid.

V. CODE OF CONDUCT

Article 10: Member and participants to Communities of Practice conduct

1. Each member and participants shall treat others with respect when interacting with other members, participants or The Shift's staff. This includes interacting with others with consideration for their opinions, culture, values, social position, gender and age.
2. Discrimination based on religious, ethnic, cultural, sexual orientation, disability, gender, social origin, language, political beliefs, age or membership of a particular group is strictly and formally prohibited within The Shift.
3. Our members and participants should respect our values: Optimistic, Inclusive and Courageous.
4. Any form of violent or aggressive behaviour towards other members, participants, or staff will not be tolerated and may result in disciplinary action such as revocation, exclusion and request to leave the premises by The Shift.
5. Consultancies and service providers will be considered only if they commit to look at the sustainability transformation of their own organisation and to not use The Shift to canvass potential clients. We reserve the right to terminate their affiliation or participation if they do not comply with this commitment.
6. Consultancies and service providers can participate as knowledge partner or expert in activities organised by The Shift, and agree not to use The Shift to canvass potential clients. We reserve the right to terminate their affiliation or participation if they do not comply with this commitment.

Article 11: Photographs and videos

1. We kindly ask members and participants to respect others' privacy when taking photos or videos at Community events. Please ensure that any images or videos of other members or participants are not shared without their prior consent.

2. By attending activities of The Shift, you agree that The Shift may capture photographs and videos during the event. These materials may be used for documentation purposes, internal reporting, or promotional activities in line with our mission.
3. Any images or videos taken at the event may be:
 - Used in online or print publications (e.g., newsletters, social media, reports).
 - Shared with participants and member organisations for educational or promotional purposes.
4. We strive to respect your privacy and ensure ethical use of event materials. If you prefer not to be featured in photos or videos, please notify a member of our team upon arrival, and we will make every effort to honour your request.
5. Should you identify yourself in published materials and wish to have the content removed, you may contact us at hi@theshift.be. We will address your request promptly and to the best of our ability.
6. Photographs and videos will not be shared with third parties unrelated to The Shift's mission, except with your prior consent.

VI. FINAL PROVISIONS

Article 12: Liability

1. Unless expressly stipulated otherwise, The Shift is not liable for the services provided by third parties to whom it has recourse.
2. The member or participant waives the application of Section 6.3 of the Civil Code, and will not be able to address direct extra-contractual claims against the executive agents (employees and - in case the conditions of articles 2:56-2:58 CSA are met-board members) of The Shift.

Article 13: Force Majeure

1. The Shift shall not be liable for any failure to perform its obligations if such failure is caused by force majeure, including, but not limited to, strikes, lockouts, natural disasters, war, or government regulations.
2. In case of force majeure, the Shift may suspend their performance.

Article 14: Governing law and dispute resolution

1. These Terms and Conditions shall be governed by and construed in accordance with the laws of Belgium.
2. The parties shall endeavour to settle any disputes that may arise amicably. If no settlement can be found, the dispute will be submitted to the exclusive jurisdiction of the courts of Belgium.

Article 15: Severability

1. If any provision in these Terms and Conditions, in whole or in part, should be invalid, unenforceable or conflict with any provision of any applicable mandatory law, the (partial) provision shall be deemed not to form part of these Terms and Conditions and the validity and enforceability of the other (partial) provisions in these Terms and Conditions shall not be affected.
2. If such invalid, unenforceable or conflicting (partial) provision would affect the very nature of these Terms and Conditions, each Party undertakes to immediately negotiate to the best of its ability and in good faith a legally valid replacement (partial) provision with, to the extent possible, the same finality.

Article 16: Contact

1. If you have any questions about your membership or our community rules, please contact us at hi@theshift.be

These general terms and conditions can be consulted at www.theshift.be in Dutch, French and English.