

## General Terms & Conditions

### Magnetic Studio by Sandra

**Effective date:** 1 januari 2026

**Business name:** Magnetic Studio by Sandra

**Business owner:** Sandra Westein

**Registered address:** Rua José Manuel Mourinho Felix, Lt 9, 8400-219 Ferragudo

**Tax number / NIF:** 311 294 839

**Email:** [Sandra@magnetic-studio.com](mailto:Sandra@magnetic-studio.com)

**Website:** [www.magnetic-studio.com](http://www.magnetic-studio.com)

*These General Terms and Conditions apply to all services, offers, proposals, agreements, invoices, digital products, coaching sessions, content, strategies, designs and deliverables provided by Magnetic Studio by Sandra, unless otherwise agreed in writing.*

*By booking, purchasing, accepting a proposal, paying an invoice, or otherwise using the services of Magnetic Studio by Sandra, the Client agrees to these Terms and Conditions.*

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## 1. Definitions

For the purpose of these Terms and Conditions:

**“Studio”**, refers to Magnetic Studio by Sandra.

**“Client”**, refers to the individual, entrepreneur, business, organisation or company purchasing or using our services.

**“Services”** refers to all creative, strategic, digital, coaching, marketing, branding, website, social media, consulting and related services provided by the Studio.

**“Agreement”** refers to the written or digital agreement between the Studio and the Client, including proposals, quotations, email confirmations, invoices or signed contracts.

**“Deliverables”** refers to the materials, content, documents, strategies, designs, visuals, copy, reports, recommendations or other outputs created for the Client.

**“Content”** refers to text, images, videos, branding materials, login details, business information, testimonials, photographs or any other material provided by the Client.

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## 2. Scope of Services

Magnetic Studio by Sandra provides services that may include, but are not limited to:

- social media management;
- content creation and content planning;
- website revamps and website copy;
- branding and brand messaging;
- marketing strategy;
- personal power coaching;
- business visibility coaching;
- creative direction;
- online presence reviews;
- consulting sessions;
- digital templates, guides or resources.

The exact scope, timeline, price and deliverables of each service will be described in a proposal, invoice, booking confirmation, package description or written agreement.

Any services not explicitly included in the agreed scope may be charged separately.

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## 3. Proposals, Quotations and Acceptance

All proposals and quotations are valid for **14 days**, unless stated otherwise.

A proposal is considered accepted when the Client:

- confirms acceptance in writing by email or message;
- signs an agreement;
- pays a deposit or invoice;
- books a service or session;
- provides approval to begin work.

Once accepted, the proposal forms part of the Agreement between the Client and Magnetic Studio by Sandra.

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#### 4. Client Responsibilities

The Client agrees to:

- provide accurate, complete and timely information;
- deliver all requested materials, content, logins and feedback within the agreed timeframe;
- ensure they have the right to use any images, videos, fonts, logos, testimonials or materials provided to the Studio;
- review all deliverables carefully before approval or publication;
- communicate clearly and respectfully;
- make payments on time;
- comply with applicable laws, including advertising, privacy, copyright and consumer protection rules relevant to their own business.

Delays in providing content, feedback, approvals or access may result in delays to the project timeline. The Studio is not responsible for delays caused by incomplete or late input from the Client.

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#### 5. Fees, Payment and Invoicing

All fees are stated in euros unless otherwise agreed.

Payment terms will be stated on the relevant invoice, proposal or agreement. Unless agreed otherwise, invoices must be paid within **7 days** of the invoice date.

For larger projects, the Studio may require:

- a deposit before work begins;
- milestone payments;
- full payment before final delivery, launch, handover or publication.

Work may be paused if payments are overdue.

All invoices are issued in accordance with the Portuguese tax system and applicable Portuguese invoicing requirements. Portuguese VAT/IVA may be charged where applicable. The standard VAT/IVA rate in mainland Portugal is currently 23%, unless another VAT treatment, exemption or reverse-charge mechanism applies.

For EU business Clients with a valid VAT number, reverse charge may apply where legally permitted. The Client is responsible for providing correct billing details, including business name, address, VAT number and any other required tax information.

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## 6. Late Payments

If payment is not received by the due date, the Studio reserves the right to:

- pause all ongoing work;
- withhold delivery of final files, content, website access or other deliverables;
- charge reasonable administrative fees or late payment interest where permitted by law;
- terminate the Agreement after written notice;
- refer unpaid invoices to a collection service or legal representative.

The Client remains responsible for all agreed fees, including any work already completed or reserved time.

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## 7. Cancellations and Rescheduling

### 7.1 Coaching Sessions and Strategy/Clarity Calls

The Client may reschedule a coaching session or clarity call by giving at least **24 hours' notice**.

Sessions cancelled or rescheduled with less than 24 hours' notice may be charged in full, unless otherwise agreed.

If the Client does not attend a scheduled session without notice, the session will be considered used and non-refundable.

### 7.2 Projects and Service Packages

For project-based services, cancellation must be requested in writing.

If the Client cancels after work has begun, the Client remains responsible for payment for all work completed, time reserved, third-party costs incurred and any non-refundable deposits.

Deposits are generally non-refundable, as they reserve time, planning and availability in the Studio's calendar.

## 8. Refunds

Due to the nature of creative, strategic, digital and coaching services, payments are generally non-refundable once work has started, a session has taken place, digital materials have been delivered, or strategic input has been provided.

Refunds may be considered at the Studio's discretion only where required by law or where explicitly agreed in writing.

The Client acknowledges that results from marketing, branding, coaching, social media or website services depend on many factors, including the Client's business, audience, implementation, consistency, market conditions and personal effort. Therefore, the Studio does not guarantee specific financial, visibility, engagement, follower, sales or business results.

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## 9. Revisions and Feedback

The number of revisions included will be stated in the relevant proposal or package description.

If no number is specified, the Client is entitled to **one reasonable revision round** per deliverable.

Revisions must relate to the original agreed scope. New ideas, major direction changes, additional pages, additional concepts, extra content, new strategy requests or changes after approval may be charged separately.

Feedback must be provided within **5 business days**, unless otherwise agreed. Delayed feedback may affect the timeline and availability.

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## 10. Approval of Work

Once the Client approves content, copy, designs, website pages, posts, visuals, strategy or other deliverables, the Studio is not responsible for errors, omissions or changes requested afterwards.

The Client is responsible for final review and approval before anything is published, printed, launched or shared publicly.

Any changes requested after approval may be charged as additional work.

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## 11. Intellectual Property

Unless otherwise agreed in writing, all original deliverables created specifically for the Client will become the Client's property after full payment has been received.

Until full payment is received, all rights remain with Magnetic Studio by Sandra.

The Studio retains ownership of:

- preliminary concepts not selected or paid for;
- internal processes, systems and methods;
- templates, frameworks and tools created by the Studio;
- strategic methods, coaching materials and educational resources;
- reusable design structures, content frameworks and creative know-how.

The Client may not resell, redistribute, copy, share, licence or commercially exploit Studio templates, frameworks, coaching materials or resources unless explicitly permitted in writing.

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## 12. Portfolio and Marketing Use

Unless the Client requests confidentiality in writing before the start of the project, the Studio may display completed work, testimonials, screenshots, designs, social media content, website visuals or project descriptions in its portfolio, website, social media, presentations or marketing materials.

Confidential business information, private coaching conversations and sensitive personal details will not be shared without consent.

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## 13. Third-Party Tools, Platforms and Costs

Some services may require the use of third-party platforms, software, plugins, subscriptions, hosting providers, scheduling tools, stock image platforms, email marketing systems, website builders, payment providers or social media platforms.

The Client is responsible for all third-party costs unless otherwise agreed.

The Studio is not responsible for:

- changes to third-party platforms;
- downtime or technical issues caused by third-party providers;
- account restrictions, suspensions or algorithm changes;

- plugin or software conflicts;
  - loss of data caused by external platforms;
  - price changes by third-party providers.
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#### **14. Website Services**

For website revamps, website copy, website updates or website-related services, the Client is responsible for providing access to the relevant platform, hosting, domain, plugins, images, brand materials and business information.

Unless stated otherwise, website services do not include:

- ongoing maintenance;
- hosting;
- domain registration;
- plugin licences;
- SEO guarantees;
- legal pages;
- privacy policy drafting;
- cookie compliance setup;
- advanced technical development;
- custom coding;
- copywriting beyond the agreed scope.

The Studio will make reasonable efforts to deliver a professional and functional website experience, but cannot guarantee uninterrupted website performance, search engine rankings, conversion rates or technical compatibility with future third-party updates.

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#### **15. Social Media Services**

For social media management, content creation or content strategy services, the Client understands that social media performance can vary due to audience behaviour, platform updates, algorithms, trends, advertising spend, consistency, offer quality and market conditions.

The Studio does not guarantee specific follower growth, reach, engagement, leads, sales or income.

The Client remains responsible for the truthfulness and legality of claims made about their own products, services, results, qualifications, testimonials, offers and business.

The Studio may suggest content based on strategy and positioning, but the Client is responsible for approving all final content before publication unless another approval process has been agreed.

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## **16. Coaching and Personal Development Services**

Coaching services provided by Magnetic Studio by Sandra are designed for personal growth, confidence, visibility, clarity, empowerment and business development support.

Coaching is not therapy, medical advice, psychological treatment, financial advice, legal advice or tax advice.

The Client is responsible for their own decisions, actions, wellbeing, business choices and implementation.

The Studio does not guarantee specific personal, emotional, financial or business outcomes.

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## **17. Confidentiality**

Both parties agree to keep confidential information private and not disclose it to third parties unless required by law or necessary for the delivery of the agreed services.

Confidential information may include business strategies, login details, client lists, personal information, financial details, private coaching conversations, unpublished content and internal business materials.

This obligation continues after the Agreement ends.

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## **18. Data Protection and Privacy**

The Studio will handle personal data in accordance with applicable privacy and data protection laws, including the General Data Protection Regulation, where applicable.

The Client agrees to provide only necessary personal data and confirms that any personal data shared with the Studio has been collected and provided lawfully.

Where required, further details may be included in a separate Privacy Policy.

The Client is responsible for ensuring that their own website, email list, lead magnets, forms, cookies, privacy policy and marketing activities comply with applicable data protection laws.

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## **19. Communication**

Communication will generally take place by email, WhatsApp, video call, project management tool or another agreed channel.

The Studio aims to respond within a reasonable timeframe during business days. Response times may vary during weekends, holidays, travel, illness or busy project periods.

Unless otherwise agreed, business communication takes place during normal working hours in Portugal.

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## **20. Timelines and Delivery**

The Studio will make reasonable efforts to meet agreed timelines.

However, timelines may change due to:

- late Client feedback;
- missing materials;
- delayed payments;
- changes in scope;
- illness or unforeseen circumstances;
- third-party technical issues;
- force majeure events.

Any delivery dates are estimates unless explicitly agreed as fixed deadlines in writing.

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## **21. Changes to Scope**

If the Client requests additional work beyond the agreed scope, the Studio may provide a separate quote or charge an hourly or project-based fee.

Additional work may include, but is not limited to:

- extra pages;
- extra posts;
- additional revision rounds;
- new design directions;
- additional calls;
- urgent turnaround;
- extra copywriting;
- technical troubleshooting;
- platform changes;
- new strategy requests;
- work caused by missing or incorrect Client information.

No additional work will be started without written approval from the Client.

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## **22. Limitation of Liability**

To the maximum extent permitted by law, Magnetic Studio by Sandra shall not be liable for indirect, incidental, special or consequential damages, including loss of profit, loss of sales, loss of data, loss of business opportunities, reputational damage or loss caused by third-party platforms.

The Studio's total liability under any Agreement shall not exceed the amount paid by the Client for the specific service giving rise to the claim.

Nothing in these Terms limits liability where such limitation is not permitted by law.

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## **23. Indemnity**

The Client agrees to indemnify and hold Magnetic Studio by Sandra harmless from any claims, damages, losses, liabilities, costs or expenses arising from:

- materials provided by the Client;
- unlawful or misleading claims made by the Client;
- copyright infringement caused by Client-supplied content;

- misuse of deliverables;
  - breach of these Terms;
  - violation of third-party rights;
  - the Client's business activities, products or services.
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## **24. Force Majeure**

The Studio shall not be responsible for delays or failure to perform due to events beyond reasonable control, including but not limited to illness, power outages, internet failure, natural disasters, strikes, government restrictions, platform outages, war, civil unrest, pandemics or other unforeseen events.

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## **25. Termination**

Either party may terminate an ongoing Agreement by giving written notice of one month. The notice period will start on the date the written notice is received by the other party.

The Studio may terminate the Agreement immediately if the Client:

- fails to pay on time;
- repeatedly delays the project;
- provides false or misleading information;
- behaves abusively or disrespectfully;
- requests unlawful, unethical or inappropriate work;
- breaches these Terms.

Upon termination, the Client must pay for all work completed, time reserved and costs incurred up to the termination date.

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## **26. Governing Law and Jurisdiction**

These Terms and Conditions are governed by the laws of Portugal.

Any disputes arising from or relating to these Terms, the Agreement or the services provided by Magnetic Studio by Sandra shall first be addressed through good-faith discussion.

If no resolution can be reached, the dispute shall be submitted to the competent courts of Portugal, unless mandatory consumer protection laws provide otherwise.

## **27. Changes to These Terms**

Magnetic Studio by Sandra may update these Terms and Conditions from time to time.

The version applicable to the Client will be the version in force at the time the Client accepted a proposal, booked a service or made a payment, unless otherwise required by law.

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## **28. Entire Agreement**

These Terms, together with the relevant proposal, invoice, booking confirmation or written agreement, form the entire agreement between Magnetic Studio by Sandra and the Client.

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain valid and enforceable.

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## **29. Contact**

For questions about these Terms and Conditions, please contact:

### **Magnetic Studio by Sandra**

Email: [sandra@magnetic-studio.com](mailto:sandra@magnetic-studio.com)

Website: [www.magnetic-studio.com](http://www.magnetic-studio.com)

Address: Rua José Manuel Mourinho Felix, Lote 9, 8400-219 Ferragudo