

## Your Guts & Glory Terms and Conditions

### 1. Definitions

1.1 Company: Your Guts & Glory, based in Enschede, registered under Chamber of Commerce number 91926866.

1.2 Client: the contractual counterparty of the Company.

### 2. Applicability

2.1 These terms and conditions apply to all offers made by the Company, all agreements concluded by the Company, and all agreements that may result from these.

2.2 Should these terms and conditions conflict with the terms in the offer/proposal, the terms in the offer/proposal (the main document) shall prevail.

2.3 The Company expressly rejects the applicability of any general terms and conditions of the Client.

### 3. Rates and Invoicing

3.1 All rates charged by the Company are in euros and are exclusive of VAT (in accordance with “Kleine Ondernemers Regeling”).

3.2 Payment for hormone or metabolic health program, must be made within 14 days of invoice date in full, or in monthly installments as agreed with the Client and the Company.

3.3 Payment for any separate personal consultations, including massages must be made within 24 hours after the services are rendered via bank transfer.

3.4 Payment for consumer workshops or trainings must be made at the time of registration.

3.5 Payment for corporate trainings must be made within 14 days of the invoice date.

3.6 Payment for products must be prior to shipping, or transfer of goods.

### 4. Cancellation or Rescheduling

4.1 **Cancellation for the hormone or metabolic health program** must be made prior to the official start date of the program for a full refund. A fee of €75 is charged if the intake appointment has been completed. Any appointments not scheduled or used by the Client within 16 weeks from the 1<sup>st</sup> appointment of the program, as communicated by the Company, can no longer be redeemed.

4.2 **If the Client wishes to cancel or reschedule an appointment, including massages**, for any reason, the Client must notify the Company via email to [hello@yourgutsandglory.com](mailto:hello@yourgutsandglory.com) no later than 48 hours before the scheduled date of the appointment, excluding weekends.

4.2 If the Client does not show up or cancels less than 48 hours in advance, the Company will charge the full amount to the Client if the appointment is not part of the hormone health or metabolic health program.

4.3 **Cancellations for trainings or workshops** must be made in writing to [hello@yourgutsandglory.com](mailto:hello@yourgutsandglory.com) 5 days prior to the scheduled event, unless the cancellation terms have been otherwise communicated to the Client at the time of registration. The Company will refund the workshop fee within 10 working days. Any cancellations made less than 5 days prior to the workshop start date, will not be refunded. Example: If workshop date is 15<sup>th</sup> of the month, then cancellations on and before 9<sup>th</sup> of the month will be refunded, unless explicitly otherwise communicated.

### 5. Disclaimer of Personal Wellbeing Services

Your Guts & Glory (the “Company”) encourages the Client to continue to visit and to be treated by his/her healthcare professionals, including, without limitation, a physician. The Client understands that the Company is not acting in the capacity of a doctor. Accordingly, the client understands that the

#### Address

Eschbeekweg 15  
7524NK Enschede

#### Contact

[hello@yourgutsandglory.com](mailto:hello@yourgutsandglory.com)  
[yourgutsandglory.com](http://yourgutsandglory.com)

Company will not diagnose, treat or cure in any manner whatsoever any disease, condition or other physical or mental ailment of the human body.

The Client has chosen to work with the Company and understands that the information received should not be seen as medical advice and is certainly not meant to take the place of seeing your licensed health professionals.

## **6. Personal Responsibility**

The Client acknowledges that the Client takes full responsibility for the Client's life and well-being, as well as the lives and well-being of the Client's family and children (where applicable), and all decisions made during and after wellbeing consultations with the Company.

## **7. Privacy**

The Client acknowledges the Company will keep all information exchanged during the program sessions in strict confidentiality, as defined in the Privacy Statement. Additionally, the Client is aware that the Company is prohibited from disclosing protected healthcare information, except upon written authorization by the Client.

## **8. Non-Disclosure of Coaching Materials**

Material given to Client during Client's work with the Company is proprietary, copyrighted and developed specifically for Company. Client agrees that such proprietary material is solely for Client's own personal use. Any disclosure to a third party is strictly prohibited.

## **9. Intellectual Property**

9.1 The Contractor retains all intellectual property rights to all documentation and materials, including software, provided by the Contractor.

9.2 The Client may not reproduce, disclose, modify, or use the mentioned intellectual property rights in any way without prior written permission from the Contractor, except as necessary within the context of training or coaching.

## **10. Force Majeure**

10.1 If there is a case of force majeure, any shortcoming by the Company in fulfilling any obligation toward the Client cannot be attributed to the Contractor.

10.2 Force majeure in these terms and conditions includes all external causes beyond the reasonable control of the Company, which prevent Company from fulfilling its obligations. This includes, but is not limited to, cases where a trainer and/or coach is unable to attend due to unforeseen circumstances such as illness or family issues, and shortcomings (whether attributable or not) of third parties, epidemics, and (the consequences of) geopolitical circumstances.

## **11. Complaints**

11.1 In case of (alleged) non-performance, a conversation will be held between the Client and the Company to resolve the issue.

11.2 If this conversation does not result in a satisfactory solution, the Client may submit a written complaint within 2 to 4 weeks after the initial conversation. The complaint will be answered in writing within 4 weeks of receipt.

11.3 Complaints will always be handled confidentially by the Company.

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hello@yourgutsandglory.com  
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11.4 Complaints and how they are handled will be recorded by the Company and stored for a period of 2 years.

## **12. Applicable Law**

12.1 Dutch law exclusively applies to every agreement between the Company and the Client.

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