

Your Guts & Glory Terms and Conditions

1. Definitions

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

1.2 Client: the contractual counterparty of the Contractor.

2. Applicability

2.1 These terms and conditions apply to all offers made by the Contractor, all agreements concluded by the Contractor, 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 Contractor expressly rejects the applicability of any general terms and conditions of the Client.

3. Rates and Invoicing

3.1 All rates charged by the Contractor are in euros and are inclusive of VAT and, where applicable, travel expenses.

3.2 Payment for personal consultations must be made within 14 days according to the invoice after the services rendered.

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

4. Cancellation or Rescheduling

4.1 If the Client wishes to cancel or reschedule a personal consultation for any reason, the Client must notify the Contractor via email to hello@yourgutsandglory.com no later than 48 hours before the scheduled date of the consultation, excluding weekends.

4.2 If the Client does not show up or cancels less than 48 hours in advance, the Contractor will charge the full amount to the Client.

4.3 Cancellations for workshops must be made in writing to hello@yourgutsandglory.com 7 days prior to the scheduled event, unless the cancellation terms have been otherwise communicated to the Client at the time of registration. The Contractor will refund the workshop fee within 10 working days. Any cancellations within 7 days of the workshop start date, will not be refunded.

5. Disclaimer of Personal Wellbeing Services

Your Guts & Glory (the "Contractor") 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 Contractor is not acting in the capacity of a doctor.

Accordingly, the client understands that the Contractor 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 Contractor 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.

Address

Eschbeekweg 15
7524NK Enschede

Contact

hello@yourgutsandglory.com
yourgutsandglory.com

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 Contractor.

7. Privacy

The client acknowledges the Contractor 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 Contractor 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 Contractor is proprietary, copyrighted and developed specifically for Contractor. 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 Contractor 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 Contractor, which prevent Contractor 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 Contractor 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 Contractor.

11.4 Complaints and how they are handled will be recorded by the Contractor and stored for a period of 2 years.

12. Applicable Law

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

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