

## 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 12 week personal hormone 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 made prior to shipping, or transfer of goods.

### 4. Cancellation or Rescheduling

4.1 **Cancellation** for the full hormone health program must be made within 14 days after the confirmation email for a full refund. A fee of €95 is charged if the intake appointment has been completed. Any appointments not scheduled or used by the Client within 16 weeks from the first appointment of the program, can no longer be redeemed, unless specifically otherwise agreed.

4.2 **If the Client wishes to cancel or reschedule any appointment**, 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. In case of the hormone health program, the appointment is deemed used, unless otherwise agreed.

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 physician. The Client has chosen to work with the Company and understands that the information received should not be seen as medical advice.

#### Address

Eschbeekweg 15  
7524NK Enschede

#### Contact

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

## **6. Personal Responsibility**

The Company takes due care in providing recommendations to Client, however Client acknowledges that the Client takes full responsibility for the Client's life and well-being 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 and any data is handled in accordance with The General Data Protection Regulation (GDPR), as defined in the Privacy Statement, available on the Company website.

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

Material given to Client during Client's work with the Company is proprietary 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 Client may not reproduce, disclose, modify, or use provided materials any way without prior written permission from the Company, 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 Company.

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 As of January 1, 2017, all healthcare providers in the Netherlands must comply with the requirements set by the Healthcare Quality, Complaints, and Disputes Act "Wet kwaliteit, klachten en geschillen zorg" (Wkkgz). In case of (alleged) non-performance, a conversation will be first held between the Client and the Company to resolve the issue.

11.2 If this conversation does not result in a satisfactory solution, the Company is affiliated with a recognized dispute resolution body. This body is authorized to issue binding decisions to facilitate a settlement between the parties. More information can be found on the NIBIG website.

11.3 Complaints will always be handled confidentially by the Company.

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.

### **Address**

Eschbeekweg 15  
7524NK Enschede

### **Contact**

hello@yourgutsandglory.com  
yourgutsandglory.com