

## **Terms and Conditions**

### **1. Agreement Overview**

This Agreement outlines the terms and conditions under which JoyFeli Coaching (referred to as "Coach," "Trainer," "I," "Me," "My," or "My Services") will provide lifestyle coaching and personal training services to the client (referred to as "Client," "You," or "Your"). By engaging in my services, you agree to the following terms.

### **2. Services Provided**

I will provide services related to lifestyle coaching and personal training, which may include but are not limited to:

- Personalized fitness training programs
- Nutritional guidance and recommendations
- Goal-setting and progress tracking
- Accountability and motivational support
- Wellness and lifestyle coaching

### **3. Client's Responsibilities**

The Client agrees to:

- Provide accurate health and fitness information, including any medical conditions or injuries that could affect their ability to participate in training.
- Communicate openly and honestly with the Coach regarding progress, challenges, or any changes to health conditions.
- Follow the instructions and recommendations provided by the Coach to the best of their ability.
- Understand that results may vary and that consistency, effort, and adherence to the program are key factors in achieving success.

### **4. Health and Safety**

Before starting any fitness program, it is the Client's responsibility to consult with a physician, especially if there are any pre-existing health conditions, injuries, or concerns. The Coach is not liable for any injuries sustained during sessions or as a result of following the provided programs.

### **5. Scheduling and Cancellations**

- Sessions must be scheduled in advance. The Coach will do their best to accommodate your schedule.
- The Client must provide at least 24 hours' notice for any cancellations or rescheduling. Failure to provide adequate notice may result in a session being counted as completed.
- In case of an emergency or unavoidable circumstances, the Coach will make reasonable efforts to reschedule sessions as needed.

## **6. Payment and Fees**

- Fees for services are outlined in the service agreement or pricing document, and payment is due in advance or as agreed upon.
- Packages, memberships, and services are non-refundable once purchased. However, the Client has the right to cancel services within 14 days of signing the contract, as per the Dutch Civil Code (Burgerlijk Wetboek), which allows for a cooling-off period.
- If the Client exercises their right to cancel within this 14-day period, the Client will be refunded the full amount paid, provided no services have been rendered during this period.
- Any cancellations after the cooling-off period will not result in refunds, unless agreed upon by both parties.

## **7. Confidentiality**

All personal information shared by the Client, including health data, fitness progress, and personal preferences, will be kept confidential and will only be shared with third parties with the Client's explicit consent. The Coach will comply with the General Data Protection Regulation (GDPR), the privacy law applicable within the European Union, regarding the collection, processing, and storage of personal data.

## **8. Limitation of Liability**

The Coach is not responsible for any injuries, accidents, or health issues arising during or after personal training sessions. The Client agrees to indemnify and hold harmless the Coach from claims resulting from participation in any coaching or training activities. In case of disputes or claims, Dutch law will apply, and the Client and Coach will attempt to resolve the matter amicably before proceeding to litigation.

## **9. Intellectual Property**

All training materials, resources, and programs provided by the Coach are the property of the Coach and are protected by copyright laws. Clients may not copy, distribute, or reproduce any training materials without prior written consent.

## **10. Termination of Agreement**

Either party may terminate this agreement at any time by providing written notice. If the Client chooses to terminate, any payments made for unused services will not be refunded, except as provided in Section 6 regarding the cooling-off period.

If the Coach terminates, the Client will be refunded for any unused services, as applicable.

## **11. Communication**

The Client agrees to communicate with the Coach via email, phone, or other agreed-upon methods. The Coach will respond to all inquiries within 48 hours on business days.

## **12. Changes to Terms and Conditions**

The Coach reserves the right to modify these terms and conditions at any time. Any changes will be communicated to the Client in writing and will apply to services provided after the modification date. If changes significantly affect the Client's rights, the Client may terminate the agreement by notifying the Coach within 14 days.

## **13. Governing Law**

This Agreement is governed by the laws of the Netherlands. Any disputes arising out of this agreement will be subject to the jurisdiction of the Dutch courts.

## **14. Acknowledgment and Acceptance**

By engaging in services with the Coach, the Client acknowledges that they have read, understood, and agreed to these terms and conditions.