



## Terms and conditions September 01 2017

Flex Gym Mobile Health & Fitness (hereafter referred to as: FLEX GYM) uses the following terms and conditions, which are published on the FLEX GYM website ([www.flexgym.nl](http://www.flexgym.nl)).

### 1. Applicability of the terms and conditions

These terms and conditions apply if the client has registered for attending consults or advise/ treatment on sports/ exercise, nutrition or a combination of both by FLEX GYM (hereafter referred to as treatment by FLEX GYM/ the services of FLEX GYM).

### 2. Registration

Sign up takes place by writing, email, phone or in person at FLEX GYM.

### 3. Treatment (agreement) and fee/payment

Treatment can be started at any time. The treatment is valid for a definite period as agreed in writing/ by email/ by phone or in person, for a certain number of consults. There is a cooling-off period of seven calendar days after the agreement. During this time the client has the option to withdraw from the agreement free of charge. The cooling off period also ends if the client uses the services of FLEX GYM within seven calendar days of agreement.

A change in treatment is possible only after agreement of FLEX GYM. The request must be made in writing or by email. The new treatment (and consequent rates) will start on the date as agreed. The client is not entitled to a refund or compensation in any form whatsoever.

The agreed treatment fee must be paid by the client by bank- payment on behalf of FLEX GYM, within seven calendar days after the agreement, unless otherwise agreed. If the fee, for whatever reason cannot be paid (in time), the client is contacted by FLEX GYM or a debt collection company on behalf of FLEX GYM. The resulting costs are entirely for the client. If any fees are outstanding services by FLEX GYM will be stopped until the whole amount due is paid. The client cannot claim refund of contract fees.

FLEX GYM reserves the right to change rates. The client shall be informed at least thirty days before any price change takes effect. If the price increases, the client has the right to terminate the treatment with immediate effect within thirty days after announcement.

### 4. Consults

The client can sign up for the services of FLEX GYM in writing, by email, phone or in person. Consults can be cancelled no later than 24 hours before the start. In case of late cancellation or no show the client is due a 100% payment of the costs of the consult to FLEX GYM. Payment is due immediately by bank payment on behalf of FLEX GYM. Furthermore, in case of treatment that is agreed for a specific number of consults or a specific period of time with a set start and end date, there is no right to a refund of the relevant consult.

FLEX GYM reserves the right to postpone or reject planned services during a holiday, sick leave of the coach, any form of force majeure or other circumstances as determined by FLEX GYM without right



to restitution or compensation in any form whatsoever. In the case of prolonged absence of a coach, FLEX GYM will try to ensure normal passage of the services as soon as possible.

FLEX GYM reserves the right to set additional terms and conditions, such as the minimum number of clients in case of group treatment. These additional terms and conditions are sent by email, prior to concluding an agreement.

### **5. Interim termination**

In case of a treatment that has been agreed for a specific number of sessions or for a specific period of time with a set start and end date, interim termination by the client is only possible if:

- the client has moved to another living address and due to the increased travel time it is no longer possible for the client on reasonable terms to use the services of FLEX GYM;
- Due to a long illness (being longer than a month), long-lasting injury and/or pregnancy it has become impossible for the client to use the services of FLEX GYM. After mutual consultation and a written medical certificate the treatment is temporarily suspended or discontinued. When temporarily suspended, the treatment period will be extended during the period of suspension/ the number of agreed consults without payment of extra fee. When discontinued, written termination of the treatment and thus the direct payment of any due fees will take place. Suspension or termination may never be done retrospectively.

Only in the above cases, refund is possible of that part of the treatment fee that corresponds with the period in which the client to the above mentioned reasons no longer can make use of the services of FLEX GYM. In all other cases, there is no right to restitution or compensation in any form whatsoever.

In case of a contract that has been agreed for a specific number of Flex- Credits© that can be cashed for sessions, the following conditions apply:

- the number of Flex- Credits© corresponds to a number of sessions as stated in the contract with which the Flex- Credits© are bought;
- the full contract fee must be paid by bank transfer to the bank account of FLEX GYM within seven calendar days after signing the contract with which the Flex- Credits© are bought;
- Flex- Credits© are unlimited valid and can be used within all services offered by FLEX GYM;
- Flex- Credits© are not exclusively reserved to a specific service. If FLEX GYM modifies its services, but the essence being sports/ exercise and nutrition is preserved, there is no right to restitution or compensation in any form whatsoever.
- Flex- Credits© can only be transferred to another person after agreement of FLEX GYM;
- FLEX GYM is responsible for correct administration of the Flex- Credits© credit balance of the client

If the FLEX GYM enterprise closes down, any fees paid in advance are refunded.

### **6. Risk and liability**

Participating in services by FLEX GYM are entirely at your own risk. The client is aware that practicing certain types of sports is risky and that he/she is responsible for any (continued)-damage due to practice of any sport. Consequently, all costs of any accident and/or injury in the broadest sense of the word will be borne entirely by him/her.



FLEX GYM is not liable for personal or physical injury or other damage that the client should be up during or as a result of the services of FLEX GYM. FLEX GYM accepts no liability for damage, injury, loss or theft of property of the client or any third party. The client will fully and completely exclude FLEX GYM from all third party claims in the broadest sense of the word.

The client is liable for damage caused to property of FLEX GYM, if this damage to negligence and/or deliberate action by the client. The client should report medical issues or other restrictions to FLEX GYM. The client is not allowed to participate in any services by FLEX GYM if he/she is under the influence of alcohol, drugs, stimulant, narcotic or is believed to be doping.

#### **7. Dutch law**

The Dutch Law applies to these terms and conditions and all agreements of FLEX GYM. FLEX GYM is entitled to change the terms and conditions. After change and publication on the website of FLEX GYM,, new rules are applicable for both existing and new clients. The client acknowledges these rules through their FLEX GYM enrollment agreement, with the content and scope of the conditions and the rules of procedure. These terms and conditions govern the legal relationship between FLEX GYM and its clients.

#### **8. Personal data/ privacy**

FLEX GYM processes personal data of the client for a correct and complete business operations, including correct and complete membership records as well as, where appropriate, treatment to the client in the fields of exercise and nutrition.

Personal data will be included in a digital members file. FLEX GYM is committed to protecting this data and information will never be shared with a third party without the consent of the client.

Personal data is kept only for the time necessary and for its stated purpose.

In case of changes to their personal data, postal address, email address, bank account number and phone number, the client should inform FLEX GYM in a timely matter either in writing, by email, by phone or in person. When these changes are not passed on in a timely manner, costs incurred by FLEX GYM having to update this information themselves will be charged to the client.