



General Terms and Conditions (GTC) of the Voedingscoach Vledder located in Vledder and registered with the Chamber of Commerce under number 72721413.

Contact details:

Address: Wapserweg 6, 8381 BG in Vledder

Email: info@karenalferink.nl

Phone number: +31(0)521-231049

IBAN: NL10RABO0333690060

Disclaimer:

- During the treatment process, it may be advised to supplement nutritional deficiencies with supplements (vitamins, minerals, herbs). Are you unsure about the combination of the recommended supplements with medication already prescribed by a regular doctor? Please consult your treating physician first.

- Unless advised otherwise, you will find information about the dosage and ingredients on the packaging of the recommended supplements.

Article 1. Definitions

Voedingscoach Vledder: the contractor, based in Vledder (NL)

Client: natural person who has been sent and notified about the General Terms and Conditions

Parties: Voedingscoach Vledder and Client jointly

Article 2. General

2.1 These conditions apply to every agreement concluded between Voedingscoach Vledder and the Client.

2.2 If a situation arises between the parties that is not regulated in these general terms and conditions, this situation must be assessed in accordance with the spirit of these general terms and conditions.

Article 3. Treatment

3.1 The Agreement between Nutrition Coach Vledder and the client is entered into for the duration of the treatment.

3.2 Voedingscoach Vledder will execute the Agreement to the best of his knowledge and ability.

3.3 The Client ensures that all information that may reasonably be important for the proper implementation of the treatment is communicated to Voedingscoach Vledder in a timely and complete manner. This may be oral or written.

3.4 Voedingscoach Vledder has the right to have certain work carried out by third parties. The applicability of Article 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is expressly excluded.

3.5 Appointments that cannot be kept must be canceled no later than 24 hours before the treatment - weekend days not included. If you do not cancel or cancel within 24 hours before the appointment, Nutrition Coach Vledder reserves the right to charge for the reserved time.

3.6 Voedingscoach Vledder makes an obligation to make an effort and gives no guarantees about achieving the intended goal or result. The knowledge and advice are compiled and transferred to the best insight and knowledge of Voedingscoach Vledder during the (online) treatment or course. No guarantee is given about the client's ability to apply the knowledge from the treatment/course in practice. This also does not provide any guarantee that the intended results will be achieved because results are highly dependent on the application of the knowledge and advice obtained.

Article 4. Payment

4.1 Payment must always be made in accordance with the invoice which is sent after each consultation/treatment or order for supplementation. Within the stated payment term as stated on the invoice, unless exceptionally a comment about the payment term is noted on the invoice.

4.2 If the client fails to pay an invoice on time, the client is legally in default.

4.3 If the client is in default, Voedingscoach Vledder reserves the right to immediately terminate the agreed assignment.

Article 5. Liability

5.1 Voedingscoach Vledder is not liable for damage of any nature whatsoever caused by Voedingscoach Vledder based on incorrect and/or incomplete information provided by or on behalf of the client. Voedingscoach Vledder is also not liable if advice is not followed or is followed incorrectly.

5.2 If Voedingscoach Vledder is liable for any damage, then the liability of Voedingscoach Vledder is limited to the amount of the payment from its insurer as the case may be.

5.3 Voedingscoach Vledder is never liable for consequential damage, lost profits, missed savings and damage due to business stagnation.

5.4 Voedingscoach Vledder is in no way liable for the quality and composition of the supplements and/or medicines it recommends. The supplier of these supplements or medicines is responsible for this. Voedingscoach Vledder will cooperate as far as possible in the correct handling of a complaint about the recommended supplements and medications.

5.5 The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of Voedingscoach Vledder.

5.6 Complaints about the services of Voedingscoach Vledder must be reported by the Client to Voedingscoach Vledder in writing or by e-mail (karen@voedingscoachvledder.nl) within 14 days after the complaint arises.

5.7 If the complaint cannot be resolved by mutual agreement, a dispute arises that can be assessed by the dispute committee, in accordance with WKKGZ, of which Voedingscoach Vledder is affiliated.

Article 6. Privacy

6.1 Voedingscoach Vledder will treat all information regarding the client that it obtains during the performance of the treatment confidentially and will not provide this information to third parties, except insofar as Voedingscoach Vledder is obliged to do so or has obtained permission.

Article 7. Termination of agreement

7.1 Unless otherwise stated, the Agreement is entered into for the duration of the treatment.

7.2 Each of the parties is, without prejudice to the right to compensation for costs, damage and interest, entitled to terminate the agreement in writing and without judicial intervention with immediate effect if;

the other party has failed to fulfill one or more of its obligations and is negligent in fulfilling its obligations within a period set for compliance, unless the shortcoming(s) is (are) of such minor significance that they do not reasonably justify dissolution.

7.3 If the agreement is terminated prematurely by Voedingscoach Vledder, Voedingscoach Vledder will, in consultation with the Client, arrange for the transfer of work still to be performed to third parties at the request of the Client. This unless the termination is attributable to the Client. If the transfer of the work for Voedingscoach Vledder entails additional costs, these will be charged to the client. The client is obliged to pay these costs within the stated period, unless Voedingscoach Vledder indicates otherwise.

Article 8. Indemnification

8.1 The Client indemnifies Voedingscoach Vledder against any claims from third parties who suffer damage in connection with the execution of the Agreement and the cause of which is attributable to parties other than Voedingscoach Vledder. If Voedingscoach Vledder is held liable by third parties for this reason, the Client is obliged to assist Voedingscoach Vledder both extrajudicially and in court and to immediately do everything that may be expected of him in that case. If the Client fails to take adequate measures, Voedingscoach Vledder is entitled to do so without notice of default. All costs and damage incurred by Voedingscoach Vledder and third parties as a result are entirely at the expense and risk of the Client.

Article 9. Applicable law and disputes

9.1 All legal relationships to which Voedingscoach Vledder is a party are exclusively governed by Dutch law.

9.2 The Northern Netherlands District Court, Assen location, has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise.

9.3 Parties will only appeal to the court after they have made every effort to settle a dispute by mutual agreement.

Final provisions

Only these general terms and conditions apply. Deviating conditions are not accepted.

Voedingscoach Vledder reserves the right to change these general terms and conditions for the future. Changes to the general terms and conditions will only take effect after they have been clearly announced by Voedingscoach Vledder through publication on the website www.karenalferink.nl.

If any provision of these General Terms and Conditions is found to be invalid by the application of law, regulation or a final decision of a competent court, all other provisions of the General Terms and Conditions will remain in full force and effect.

These General Terms and Conditions come into effect on 24-10-2022