

## GENERAL TERMS & CONDITIONS

Alina Jacobs, 22 April 2023

### GENERAL TERMS AND CONDITIONS

My general terms and conditions apply to all my services, agreements, products and offers unless it is indicated otherwise.

#### 1. Who is Alina Jacobs?

1.1. Alina Jacobs is an independent, sole proprietors (“zelfstandigen met een eenmanszaak”, in Dutch) with focus on dance and movement as training, activity, education and as artform. She is a dance pedagogue (Bachelor dance in education), is specialized in the Lex Padilla Dance Concept® and is a certified **GYROTONIC® & GYROKINESIS®** trainer.

1.2 Alina Jacobs offers trainings for improving posture and movement patterns, for increasing the range of motion and the individual performance capacity, for prevent injuries and for reducing pain, physical restrictions, and stiffness in order to feel at home in the own body. In these trainings, she uses the GYROTONIC® & GYROKINESIS® movement methods. Next to that Alina Jacobs offers individual and group classes in dance improvisation for experiencing the body as unique instrument, for developing an personal dance language and for exploring musicality in motion. In these classes Alina Jacobs uses different dance methods and specifically the Lex Padilla Dance Concept®, a holistic dance concept.

#### 2. Who is your contracting party?

2.1. If you purchase my services, you'll enter into a contract with me, your trainer.

2.2. I am responsible for your training process until the end of each session package you purchase and I am your contact for everything related to your training .

2.3. In these terms and conditions, the words ‘I’, ‘me’ or ‘mine’, refer to me, your trainer / contracting party, unless indicated otherwise. The words ‘you’ and ‘your’ refer to our client.

#### 3. How do you purchase my services?

3.1. You can purchase training sessions and other services via e-mail or via my booking platform on my website [www.alinajacobs.nl](http://www.alinajacobs.nl), or if I indicate so, through other means.

3.2. Your contract with me enters into force once I've confirmed it or once I start performing any of my tasks under the contract.

3.3. New clients have to purchase an intake session first. During the intake session I will guide you and help you decide for the best session package for you.

3.4. I kindly remind you that all my services are by appointment only. You can book appointments via e-mail or via the online booking system on my website, or if I indicate so, through other means.

3.5. Did you buy a package of multiple sessions at once? Then your package has an expiration date, that's indicated in the price list. You should use all your training sessions before the expiration date.

## GENERAL TERMS & CONDITIONS

Alina Jacobs, 22 April 2023

### **4. What do you get during a training session?**

4.1. I have three types of training sessions: 1) individual sessions, 2) duo sessions and 3) group classes. All are based on or GYROTONIC® or GYROKINESIS® or dance.

#### 4.2. individual sessions & classes

During each individual training session you've purchased, you get personal training with me, at a studio which offers the needed equipment.

#### 4.3. duo sessions & classes

During each duo training session you've purchased, you get personal duo training with me, at a studio which offers the needed equipment.

#### 4.4. group classes

During each group class you purchased, you get group training together with other participants of the chosen class at a dance space with the needed equipment.

4.5. You can only use a (training) session during the time slot you've booked for it via e-mail or on my website.

### **5. How do we work when you follow personal training?**

5.1. When you book one of my individual session package, I work with you based on a clear structure. In this article, I'll tell you all about it.

5.2. If it's your first time training with me, first of all I'll ask you to fill out an intake form.

5.3. After that, you and I will have an intake meeting. During this meeting, we'll discuss your needs, wishes, medical history and any possible health conditions you may have. Together with you, I'll create a personalized training plan for you, including the goals you try to achieve. Please mention all your injuries, restrictions and physical complaints, even if you think they are not related to what brought you to me. I am not responsible for (the consequences of) any health conditions that you haven't mentioned or written on your intake form.

5.4. Next, we'll start with your training. We'll perform your training as defined during the intake meeting.

5.5. Homework assignments may be part of your program. It is essential for your progress that you invest enough time and effort into these assignments. If I notice that you don't, I am entitled to dissolve your contract.

5.6. For my program to be effective, you have to train frequently and regularly. You have an obligation to train to the schedule we agreed upon during your intake, except of course if you have a valid reason for absence. If I notice that you do comply with this obligation, I am entitled to dissolve your contract.

5.7. During the training, I'll check up how things are going on a regular basis. I'll discuss your progress with you and check if you're still on course. If necessary, I can adjust your training plan.

5.8. At the end of your training process, I'll have an evaluation with you. I'll discuss how things went and see if I can be of any other service to you.

## GENERAL TERMS & CONDITIONS

Alina Jacobs, 22 April 2023

### 6. What can you expect from me?

6.1. In general, I'll give my best efforts to perform your contract with due care, according to my professional standards.

6.2. I cannot guarantee that all studios and all equipment will always be available, fully functional or free from defects.

6.3. If you follow one of my personal trainings, I'll give my reasonable efforts to provide you with a good, safe and professional training, in accordance with the conditions you and I agreed upon. I'll also do my reasonable efforts to help you reach the goals we set. However, I cannot guarantee that you'll actually achieve these goals or the intended outcome of the training. Neither can I guarantee that after finishing the training, you will be freed from the medical conditions or discomfort you previously had.

### 7. Prices and payment

7.1. Prices are as indicated upon my website.

7.2. All prices are inclusive of BTW ("Belasting toegevoegde waarde"), unless indicated otherwise.

7.3. I may increase my prices from time to time. Price changes don't affect services you've already purchased.

7.4. Payment of any of my invoices should be received ultimately 14 days after the date of each invoice.

7.5. I require full payment of our services in advance. This means that I'll send you an invoice for any services you purchased as soon as your contract enters into force.

7.6. In individual cases, I may agree upon a different payment schedule.

7.7. If you haven't paid on time, I'll send you a reminder of payment. If you haven't paid within 14 days after the day you received the reminder, I may charge collection costs with a minimum of EUR 40. I may also charge you with statutory interest.

### 8. Rescheduling your training sessions

8.1. You can reschedule your training sessions on my website, or by letting me know you want to reschedule in another way. However, if you don't reschedule your session ultimately 24 hours in advance, it will be fully charged (or deducted from your total package).

8.2. You can only reschedule personal training sessions with multiple participants if I and all other participants of the group class agree 24 hours in advance.

8.3. I always have the right to reschedule your training sessions. If I need to reschedule your training session, I'll let you know as soon as reasonably possible, ideally 24 hours prior to the scheduled time.

## GENERAL TERMS & CONDITIONS

Alina Jacobs, 22 April 2023

### 9. Liability

9.1. My liability (based upon any legal ground) is limited to the amount of money my liability insurance company pays out per damage-causing incident. If my insurance company does not pay out, our liability is limited to two times the amount you have paid us, with a maximum of EUR 2500, per damage-causing incident.

9.2. In addition to the above, I am not liable for any loss of or damage to your personal belongings nor for damage that is the consequence of:

- you not informing me properly about your health situation;
- you not following my instructions.

9.3. My limitations of liability do not apply if your damage is caused by my willful intent or gross negligence.

### 10. Ending your contract

10.1. Did you enter into a distance contract with me? In that case, you have the right to dissolve it within 14 days after purchase, as defined in article 6:230o Dutch Civil Code (in Dutch, “ontbinden van een overeenkomst op afstand”).

10.2. I have the right to either terminate (in Dutch: “opzeggen”) or fully or partially dissolve (in Dutch: “ontbinden”) a contract with you in the following situations:

- If you haven't (fully) paid the fee within 14 days after the day of the reminder of payment (please refer to article 7.7)
- If you haven't done your homework
- If you haven't complied with your obligation to train to the schedule you and I agreed upon (except in case of a valid reason for absence)
- If you violate any other term of this agreement, or act in a violent, intimidating, discriminating or aggressive way against me or fellow clients.

10.3. In case I terminate or (fully or partially) dissolve your contract, all our debt-claims on you become immediately claimable. Furthermore, any discounts you got for purchasing a package that you haven't finished at the moment your contract ends, immediately and retroactively become invalid. This means that for each session in that package that you did use, you owe me the price of a single session (please refer to our website for current prices). However, in that case, the total price of the sessions that you used will never exceed the total value of their package as initially agreed upon.

12.4. Article 12.3 does not prejudice my rights to claim damages related to the dissolving of the contract.

10.4. Other than the way described in paragraph 13.6, you can't terminate (“opzeggen”) your contract or cancel a training session.

## GENERAL TERMS & CONDITIONS

Alina Jacobs, 22 April 2023

### 11. Miscellaneous

11.1. All matters relating to or arising out of your contract with me, including whether it has entered into force as well as claims regarding consumer protection laws or in tort, will be subject the laws of the Netherlands. However, this choice of law is without prejudice to the protection you receive under the mandatory laws of the country where you live.

11.2. If you do not have your habitual residence in the Netherlands and if you or I want to present a case to court, you and I agree to the exclusive jurisdiction and venue of the court of Rotterdam, the Netherlands for all disputes arising out of or relating to your contract with me.

11.3. I am allowed to have third parties perform (a part of) our duties resulting from your contract with me.

11.4. I have the right to change my terms and conditions from time to time, when necessary for running my business effectively. The changed terms and conditions will enter into force once I've given you notice of the new ones.

11.5. If any provision of this agreement is found to be invalid or unenforceable, the rest of the agreement will remain fully in force. In that case, you and I will negotiate a provision to replace the invalid or unenforceable provision, which shall be as similar to the prior provision as possible.

11.6. Naturally, I'll keep your personal information safe. Regarding your personal data, I strictly follow privacy law. I don't share any data regarding your health with third parties unless you give explicit consent to it or unless it is necessary for performing my services to you. For more information about my privacy policy, please refer to my privacy statement.

### 14. Contact information

If you have any questions, you can contact us as indicated below:

e-mail: [alina.jacobs@online.de](mailto:alina.jacobs@online.de)

phone: +310624539332

Alina Jacobs is registered at the Kamer van Koophandel (Dutch Chamber of Commerce) under number 75255243.

