



General Terms and Conditions The Physique Academy

Article 1. General

1. These general terms and conditions apply to the establishment and execution of all agreements regarding coaching, technique training, and posing lessons between the Coach of The Physique Academy and the Client (consumer/participant/company).
2. These terms are binding and exclude other conditions unless explicitly agreed otherwise in writing.
3. All agreed arrangements, both written and verbal, are strictly personal and non-transferable.

Article 2. Responsibility

1. The Physique Academy is obliged to guide the Client as effectively as possible during the activity, considering the intended goal.
2. The Physique Academy carries out assignments to the best of its knowledge, expertise, and ability.
3. The Physique Academy is only responsible for shortcomings in the execution of the assignment resulting from negligence and lack of expertise in providing advice and performing tasks. This includes an obligation of effort, meaning The Physique Academy does not guarantee success or specific results.
4. Both parties agree to confidentiality regarding all relevant and confidential information, unless a legal obligation requires disclosure.

Article 3. Liability and Payment

1. Participation in activities organized by The Physique Academy is entirely at the Client's own risk.
2. The Physique Academy is not liable for any injuries or other damages suffered by Clients during or as a result of a training session and/or lesson.
3. Training advice is always non-binding, does not constitute medical advice, and is followed at the Client's own risk.
4. The Physique Academy is not liable for loss or damage to personal belongings during or in connection with activities organized by The Physique Academy.
5. The Physique Academy is not liable for any damage suffered by the Client due to failure to follow verbal or written instructions given by the Coach or due to the Client's physical or mental condition.
6. The Client acknowledges that participation is entirely at their own risk and indemnifies The Physique Academy unless there is intent or gross negligence.
7. The Client is liable to The Physique Academy for any damages resulting from failure to follow verbal or written instructions given by the Coach.
8. The Client must indemnify The Physique Academy for damages caused to other Clients.
9. Upon registration confirmation, The Physique Academy will inform the Client of the payment terms and deadlines.



10. If the Client fails to pay on time, The Physique Academy has the right to deny access to training sessions and/or lessons until payment is received. The Physique Academy is not obliged to carry out any coachings activity for the Client in this case.
11. In such cases, the duration of the activity is not extended, and the payment obligation remains in force.
12. Payment must be made within 14 days of receiving the invoice.
13. The invoice for the agreed contract period will be sent before the contract period begins.
14. Cancellation of a monthly coaching package must be done in writing via WhatsApp before or on the 22nd day of the month. The ongoing month will still be completed, after which coaching will stop. If canceled after the 22nd, the Client remains liable for the following month's payment and will still receive coaching for that month.
15. All payments related to services provided by The Physique Academy must be made exclusively to the bank account designated by The Physique Academy. Payments made to any other account or through unauthorized channels will not be recognized, and The Physique Academy bears no responsibility for any loss or discrepancies arising from non-compliance with this condition.

Article 4. Suspension, Termination, and Early Cancellation

1. The Physique Academy is entitled to suspend its obligations or terminate the agreement if the Client fails to meet their obligations.
2. If the agreement is terminated, all outstanding claims of The Physique Academy become immediately payable.
3. If The Physique Academy suspends or terminates services, it is not liable for any resulting damages.
4. If the termination is attributable to the Client, they are required to compensate for any damages incurred.
5. In the event of bankruptcy, asset seizure, or debt restructuring of the Client, The Physique Academy is entitled to immediately terminate the agreement.

Article 5. Force Majeure, Holidays, and Public Holidays

1. In the case of illness of the Coach, The Physique Academy reserves the right to cancel the affected activities. An alternative will be sought in consultation.
2. Technique training and/or posing lessons may be canceled due to hazardous weather conditions such as thunderstorms, storms, extreme heat, snow, or ice.
3. Activities will not take place on officially recognized public holidays.
4. The Client is required to arrive on time. Late arrivals will not result in an extension of the agreed training session and/or lesson.
5. If the Client is unable to attend, they must notify The Physique Academy in writing via WhatsApp at least 24 hours in advance to avoid being charged.
6. For cancellations within 24 hours, the full training session and/or lesson fee will be charged unless an emergency is involved.
7. The Coach reserves the right to cancel or reschedule training sessions and/or lessons.



Article 6. Health

1. The Client declares that they are, to the best of their knowledge, in good health and physically capable of following the Coach's instructions without harm to their well-being.
2. The Physique Academy does not assume medical responsibility. If there is any doubt about the Client's physical condition, they are required to consult a doctor before entering into an agreement with The Physique Academy.

Article 7. Governing Law

All agreements to which these terms apply are subject to Dutch law. Any disputes will be submitted to the competent court in the Netherlands unless otherwise determined by mandatory law.