



General Terms and Conditions of Service - Grobbe Mind & Performance

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Article 1 — Identity and definitions

1. Grobbe Mind & Performance is the trade name of **Niels Grobbe**, a sole proprietorship established in **Rotterdam**, registered with the Dutch Chamber of Commerce under number **42156000**, hereafter “GMP”. Its business and correspondence address is **Hoofdweg 66A, 3067 GH Rotterdam, The Netherlands**. GMP can be contacted at **info@grobbemindandperformance.com** and **+31 6 24581855**.
2. In these terms, **Customer** means any natural or legal person contracting with GMP; **Consumer** means a natural person acting outside a trade, business or profession; **Client** means the person receiving individual services; **Participant** means the person attending a group activity; **Services** means GMP’s services; and **Agreement** means the arrangement between GMP and the Customer for one or more Services.
3. Services include 1:1 Coaching, Online Personal Training, Integrated Performance, workshops, training courses, group sessions and other individually agreed coaching, education or training. Live Personal Training is not a standard service and is only provided where expressly agreed.

Article 2 — Applicability and version control

1. These terms apply to all offers, bookings, agreements and Services of GMP unless otherwise agreed in writing.
2. The specific offer or individual confirmation states, where relevant, the content, price, duration, number of sessions, term, location and additional arrangements. An express written individual arrangement prevails in the event of conflict.
3. GMP makes these terms available before or when the Agreement is concluded so they can be read and saved. The version made available at that time applies to that Agreement; a later version does not automatically amend an existing Agreement.

Article 3 — Formation

1. An Agreement is formed by unambiguous acceptance of a specific offer, for example through an online booking or order, written or electronic agreement, or payment.
2. For online contracting, the Customer receives confirmation of the main characteristics of the Service and the applicable document versions.
3. Obvious errors or typographical mistakes do not bind GMP where the Customer could reasonably have understood that an error had been made.

Article 4 — Nature of the Services

1. GMP provides support relating to human functioning, development and performance. The content and form depend on the selected Service, goals, circumstances and arrangements.
2. GMP has an obligation of best efforts and does not guarantee a specific personal, professional, physical, relational, financial or other outcome.

3. The Customer and Client remain responsible for their own choices, decisions, conduct and actions. New insights, emotions or physical exertion do not in themselves constitute a failure in the Service.

Article 5 — 1:1 Coaching

1. Coaching may focus on awareness, personal or professional development, exploring patterns and strengthening the Client's ability to make and act on their own choices.
2. GMP may use suitable coaching and development methods, including conversation, reflection and exercises. GMP does not make decisions for the Client and does not guarantee a predetermined outcome.

Article 6 — Limits of coaching and expertise

1. GMP's Services do not replace medical, psychological, psychiatric, psychotherapeutic, physiotherapeutic, dietetic, legal, financial or other regulated or specialist professional services.
2. GMP does not make medical or psychiatric diagnoses or provide medical treatment. General discussions about health, lifestyle or other life areas are not specialist advice in those fields.
3. Where a matter is beyond GMP's expertise, GMP may advise consulting a suitable professional. The Client remains responsible for obtaining appropriate help in time.

Article 7 — Personal responsibility and physical safety

1. The Client participates voluntarily, provides reasonably relevant information truthfully and decides whether and how to apply insights, exercises or advice.
2. For physical training or training advice, the Customer reports relevant injuries, limitations or other circumstances. If there is doubt about medical suitability, consultation with a doctor or other qualified healthcare professional is advised first.
3. When training independently, the Customer provides a safe environment and suitable equipment, follows technical instructions and stops in case of pain, dizziness, shortness of breath, feeling unwell or other concerning signals. General nutrition and lifestyle guidance is not medical dietary treatment.

Article 8 — Integrated Performance

1. Integrated Performance is an individual programme. Its specific price, components, duration, schedule and any physical programming are stated in the offer or individual confirmation provided before the Agreement is concluded.
2. For a programme with multiple components, GMP also provides before the Agreement a transparent allocation of deliverables and work adding up to the agreed total price where that allocation is relevant to a possible early financial settlement.
3. Absence, failure to schedule in time or voluntary discontinuation does not automatically create a right to a full refund. Financial settlement follows the product configuration and allocation agreed before contract formation, work actually delivered, Article 13 and applicable law.
4. Integrated Performance does not include live Personal Training unless separately and expressly agreed.
5. Integrated Performance is a performance assessment and support service, not a medical or psychological diagnosis or treatment. GMP requests separate explicit consent only immediately before a processing activity intentionally involving health data. Ordinary performance, lifestyle or contextual questions do not automatically constitute health data.

Article 9 — Online Personal Training

1. Online Personal Training may include a personal training programme, training plan, exercise instructions, progress tracking, reviews, adjustments, general lifestyle guidance and support through a digital environment or app. GMP is generally not physically present during training.
2. The price, initial term, invoicing, any continuation rates and specific content are stated in the specific offer or individual confirmation.

3. Continuation after a fixed initial period arises only after an active choice by the Customer; it does not arise silently. Cancellation of a monthly continuation or Flex service prevents the next service month from starting, unless the specific offer lawfully provides otherwise.
4. A Flex option is a separate product and does not automatically convert to a continuation rate for another product.
5. A fixed initial period is without prejudice to statutory rights, including the withdrawal right where applicable.
6. After the Agreement is concluded, the Customer receives a personal intake through Everfit. Before a question intentionally processes health data, GMP requests separate explicit consent. GMP requests only information reasonably necessary to prepare and guide the training programme safely and appropriately and asks the Customer not to provide medical information that is not necessary.
7. The Customer provides information reasonably necessary for safe training and informs GMP of relevant changes that may materially affect safe participation. GMP retains its own responsibility to provide support carefully and within its expertise.

Article 10 — Possible live physical training

1. These terms do not mean that GMP offers live Personal Training as a standard service. If expressly agreed, additional safety, location or house rules may apply.

Article 11 — Workshops, group training and organisations

1. GMP may provide workshops, training and group activities. Specific content, duration, location, price, target group and maximum group size are stated in the offer where relevant.
2. Participants follow reasonable instructions for safety, orderly conduct and respectful participation. GMP may refuse or end further participation for serious or repeated unacceptable conduct, subject to applicable law.
3. For workshops and group activities, the specific offer states the applicable arrangement for cancellation, rescheduling, no-shows and any refund before contract formation.
4. Where an employer or other third party pays or organises the service, individual coaching conversations remain confidential in principle. GMP does not share their content without permission, except where legally required. Practical or pre-agreed limited progress information may only be shared as clearly agreed in advance.

Article 12 — Confidentiality

1. GMP handles information shared in individual support carefully and discreetly. GMP does not share confidential information without permission, except where law, a competent authority or a lawful and necessary exceptional situation requires it.
2. GMP may use peer consultation, supervision or professional reflection and anonymises information where possible. This article does not create statutory professional privilege. The Privacy Policy also applies to personal data.

Article 13 — Appointments, cancellation, no-shows and lateness

1. For individual appointments — including single coaching sessions, Starttraject sessions, Online PT intakes and reviews, and Integrated Performance components — the Customer may cancel or reschedule free of charge up to **24 hours before the start**, unless a specific individual arrangement expressly provides otherwise.
2. For cancellation or rescheduling within 24 hours, a no-show, or arrival so late that the appointment cannot reasonably take place, GMP **may** charge a standalone appointment in full or mark the relevant programme component as used. GMP applies this reasonably in the individual case.
3. If a Customer arrives late, the appointment normally ends at its originally scheduled time. The Customer has no right to an extension; paragraph 2 may apply.
4. GMP may reasonably deviate from this arrangement for demonstrable exceptional circumstances. This does not create an automatic right to free cancellation or rescheduling.

5. If GMP cancels or reschedules, a free alternative appointment is offered. If that is not reasonably possible, an appropriate settlement is made in accordance with law and the Agreement.

Article 14 — Starttraject

1. The content, price, number and duration of sessions, payment, validity period and practical scheduling of a Starttraject are stated in the specific offer or individual confirmation.
2. The normal completion period and any exceptional extension follow the agreed product configuration.
3. On voluntary early termination, settlement is based on the per-session value agreed for that Agreement, for sessions already delivered and sessions reasonably treated as used under Article 13. Any remainder for genuinely unused sessions is settled in accordance with the individual confirmation and applicable law.
4. A standalone session is a separate Service and is not retrospectively credited against a later Starttraject unless GMP confirms this in writing.

Article 15 — Prices, payment and default

1. Consumer prices include VAT unless clearly and lawfully stated otherwise. Additional costs are disclosed before the Agreement is concluded.
2. Payment occurs by the method and within the term stated in the booking, order or invoice. GMP may, where reasonable and legally permitted, require advance payment or suspend further Services for non-payment.
3. For a Consumer, late payment is first followed by a free reminder with the legally required payment period. Thereafter, only statutory interest and legally permitted collection costs may be charged.

Article 16 — Withdrawal and request for early performance

1. For a distance contract, a Consumer has a 14-day withdrawal right where the law provides it. Before the Agreement, GMP informs the Consumer about the existence, conditions, period, exercise method and any statutory exceptions, and provides the model form where required.
2. These terms do not seek a blanket waiver of withdrawal rights. When a Consumer wants GMP to begin a Service during the withdrawal period, GMP requests separate express consent and records it with date and version.
3. If the law permits a proportionate charge after withdrawal following such a request, only the statutory proportionate amount for Services already performed is charged. Where the law requires additional consent or confirmation, GMP requests and provides it separately.
4. This article does not limit mandatory consumer rights.

Article 17 — Digital tools

1. GMP may use email, video calling, booking software, training apps, payment providers and other external services. The Customer provides a suitable device and internet connection where needed.
2. GMP does not guarantee that external systems will always operate without interruption. In case of a material technical issue preventing the Service, GMP makes reasonable efforts to offer an alternative or replacement moment.
3. Accounts and access codes are personal and may not be shared without permission.

Article 18 — Liability

1. GMP performs the agreed Services with the care reasonably expected from a professionally acting coach or trainer. GMP has an obligation of best efforts and does not guarantee a specific outcome.
2. The Customer's or Client's own responsibilities, including providing accurate information and following safety instructions, do not remove GMP's own legal and professional responsibilities.
3. GMP is liable only for direct loss that is the direct result of an attributable failure or unlawful act by GMP, insofar as liability exists under Dutch law.

4. For business Customers, GMP is, to the extent permitted by law, not liable for indirect or consequential loss, including loss of profit, missed savings, loss of revenue, business interruption, reputational loss and loss of data. This exclusion does not apply where exclusion or limitation is not permitted by mandatory law.
5. To the extent permitted by law, GMP's liability per event or series of connected events is limited to the amount actually paid under the applicable liability insurance in respect of that event, plus the policy excess actually borne by GMP in relation to that event.
6. If no payment is made under applicable liability insurance, GMP's liability is, to the extent permitted by law, limited to twice the fee paid or payable by the Customer for the relevant Service.
7. Nothing in these terms excludes or limits liability where exclusion or limitation is not permitted by mandatory law, including liability for intent or deliberate recklessness by GMP.

Article 19 — Force majeure and inability to perform

1. In the event of illness, serious personal circumstances, technical failure, government measures, venue failure or other circumstances outside reasonable control, GMP may reschedule an appointment or Service.
2. GMP informs the Customer as soon as reasonably possible. If performance becomes permanently impossible, the parties seek an appropriate solution, including a refund for Services not supplied where applicable. Statutory rights remain applicable.

Article 20 — Materials and recordings

1. Training programmes, documents, models, exercises, texts, presentations, videos, worksheets and other materials remain the property of GMP or the relevant rights holder. The Customer may use them personally for the purpose for which they were supplied.
2. Without permission, materials may not be commercially exploited, made public, sold, structurally shared or used for the Customer's own commercial training or products, except as law permits.
3. The Client's own notes and data remain the Client's. Recordings of sessions or group activities require prior permission from GMP and, where relevant, other attendees.

Article 21 — Privacy

1. GMP processes personal data in accordance with applicable privacy law and the Privacy Policy. Where separate consent or another specific legal basis is required, GMP handles it separately.
2. The Privacy Policy provides information about processing and is not a general contractual consent.

Article 22 — Complaints

1. Customers are asked to raise dissatisfaction as soon as possible. A formal complaint may be submitted in writing or by email; GMP acknowledges receipt and responds within a reasonable period.
2. Not complaining immediately does not automatically remove statutory rights. If an external complaints scheme applies, GMP informs the Customer separately.

Article 23 — Refusal or termination by GMP

1. GMP may refuse or terminate a Service where continuation cannot reasonably be required, for example because the request lies outside GMP's expertise, a safe or professional working relationship is absent, serious unacceptable conduct occurs or essential arrangements are repeatedly not met despite reasonable warning.
2. GMP discusses the reason where circumstances permit and may advise contacting another professional. Prepaid but undelivered Services are settled fairly where applicable in accordance with law and the Agreement.

Article 24 — Amendment, severability and disputes

1. GMP may amend terms for future Agreements. For existing Agreements, the version applicable when entered into normally remains in effect; necessary changes during an ongoing Agreement respect statutory consumer rights.
2. If a provision is void, voidable or unenforceable, the remaining provisions remain effective. Where necessary, the parties replace it with a valid provision that most closely reflects its purpose.
3. Dutch law applies. The parties first try to resolve a dispute in consultation; thereafter the court competent under law has jurisdiction. Mandatory consumer rights concerning choice of law and jurisdiction remain unaffected.