



GENERAL TERMS AND CONDITIONS

Welcome at Movement Re-Training Center. Thank you for choosing our psychosomatic movement center. We look forward to working with you!

In our general terms and conditions, we tell you about how we work, what you can expect from us and what we expect from you as our client.

Our general terms and conditions apply to all our services and products, unless we indicate otherwise.

1. What is Movement Re-training Center?

- 1.1. Movement Re-training Center is a trade name used by Robert Hlatký and Francesca Bracelli, who both are independent, sole proprietors (“*zelfstandigen met een eenmanszaak*”, in Dutch).

Both Robert and Francesca are experts on the topic of movement with more than 25 years of experience.

Robert is a **GYROKINESIS®** Master Trainer, **GYROTONIC®** Pre-Trainer, Dance Movement Therapist, Dance and Ballet Pedagogue.

Francesca is a **GYROKINESIS®** Pre-Trainer, **GYROTONIC®** Trainer, internationally recognized Somatic Movement Educator/Therapist (by ISMETA) and associated with BATC as *Paramedisch Natuurgeneeskunding Therapeut*.

Both are Dance/Movement Coach/Educator and specialize in **GYROTONIC®** Therapeutic Application (Shoulder Girdle, Pelvis Girdle, Scoliosis).

As such, Robert and Francesca offer personalized, holistic movement re-training programs aimed at improving the way you move and reducing physical, mental and psycho-somatic health issues and discomfort.

In their programs, they use **GYROTONIC®** & **GYROKINESIS®** movement methods, Dance Movement Therapy, Psychology and Movement Analysis, Dance & Ballet methods, VMI somatic practice and Organ re – rebalancing.

2. Who is your contracting party?

- 2.1. If you purchase our services, you'll enter into a contract with your primary trainer. This will be either Robert or Francesca. In our booking system, you select who your primary trainer is. We'll also confirm to you who your primary trainer is.



- 2.2. Only your primary trainer is your contracting party. He or she is responsible for your training program and is your main contact for everything related to your training program.
- 2.3. In these terms and conditions (and in any other documents), the words 'we', 'us' or 'our', refer to your primary trainer / contracting party, unless indicated otherwise. The words 'you' and 'your' refer to our client.
- 2.4. You can switch primary trainers if both you, your current primary trainer and your intended new primary trainer agree.
- 2.5. If you switch trainers, your new primary trainer will be your contracting party as per the date of the switch. From that moment on, he or she will be responsible for the remainder of your program. Your new trainer is not responsible or liable for any issues that originated before the switch.

3. How do you purchase our services?

- 3.1. You can purchase training sessions and other services on our website or, if we indicate so, through other means.
- 3.2. Your contract with us enters into force once we've confirmed it or once we start performing any of our tasks under the contract.
- 3.3. Are you new to our training center? Please purchase your intake session. During the intake session we will guide you and help you decide the best program for you.
- 3.4. If it's your first time training with us, we require you to purchase and finish an intake session with us before you can use any self-training or personal training sessions.
- 3.5. We kindly remind you that all our services are by appointment only. You can book appointments on our website or, if we indicate so, through other means.



- 3.6. 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. Sessions that remain after the expiration date can only be used if you purchase a new package within three months after the expiration date. In that case, your remaining sessions will be added to your new package.
- 3.7. You can extend the expiration date of your package for EUR 50 per month's extension, with a maximum of two months. Furthermore, some of our memberships include a free extension of the expiration date. You can use this to extend the expiration date of one package you purchased during your membership. Please refer to the product terms of our membership for more details.

4. What do you get during a training session?

4.1. Generally, we have three types of training sessions: 1) self-training sessions, 2) personal training sessions (such as functional training, rehabilitation, VMI Somatic Practice) and 3) group classes. In this article, we explain what you get with each type of training session.

4.2. During each self-training session you have purchased, you get:

- access to our training center;
- use of the equipment in our training center;
- use of our activity room.

You can purchase self-training sessions once we believe you have enough experience with our methods. Usually, this requires at least 20 personal training sessions (for functional training) at our center.

4.3. A personal training session consists of two components. During each personal training session you've purchased, you get:

i) Access. This includes:

- access to our training center;
- use of the equipment in our training center (under our instructions and to the extent that you have enough experience to use it);
- use of our activity room.

ii) Personal training. This includes:

Movement Re-Training Center: general terms and conditions – version 1.3, November 2019



- getting personal therapy and/or training from us. For more information about how we work in this respect, please refer to paragraph 5;
- talk with us about anything that comes up, such as sources of stress, discomfort, or anything else. However, please note that time we spent talking also counts towards your total time during that session.

It is possible to have personal training sessions with up to five people (for instance, with your family, partner or friends).

4.4. During each group class you purchased, you get:

i) Access. This includes:

- access to our training center;
- use of the equipment in our training center (under our instructions and according to the schedule of the group class).

ii) Group training. This includes:

- participating in a group class of your choosing.

If you want to join one of our group classes, you have to sign a disclaimer in which you declare that you are able to follow the program and do not have any medical conditions according to which you should avoid training with us. Additionally, we may require a referral from a medical specialist, depending on your situation.

4.5. You can only use a (training) session during the time slot you've booked for it on our website.

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

5.1. When you follow one of our personal training programs, we always work according to our protocol. In this article, we'll tell you all about it.

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

5.3. After that, you and we 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, we'll create a personalized training program for you, including the goals you try to achieve during the program.

Please note that during the intake process, it is very important to be specific and thorough about your situation. Mention all your injuries, restrictions and physical complaints, even if you think they are not related to what brought you to our rehabilitation. We cannot properly work with you without getting the whole picture. We are not responsible for (the consequences of) any health conditions that you haven't mentioned or written on your intake form.

- 5.4. Do you have a diagnosed medical condition? Or do you want to recover from an injury? Then we need a *referral* from a medical specialist or general practitioner before we can start training with you. We may also need a referral in other situations. If we need a referral, we'll let you know, generally before or during your intake meeting.
- 5.5. Next, we'll start with your *training program*. We'll perform your program as defined during the intake meeting.
- 5.6. *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 we notice that you don't, we'll give you a warning ("yellow card") with clear feedback. After that, if we notice you still don't invest enough time and effort into your assignments, we're entitled to dissolve your contract.
- 5.7. For our program to be effective, you have to *train frequently and regularly*. You have an obligation to train at our center according to the schedule we agreed upon during your intake, except of course if you have a valid reason for absence. In most cases, this means training at our center at least once a week (not counting our holiday periods). If we notice that you do comply with this obligation, we'll give you a warning ("yellow card") with clear feedback. After that, if we notice you still don't comply with this obligation, we're entitled to dissolve your contract.
- 5.8. During the program, we'll *check up* how things are going on a regular basis. We'll discuss your progress with you and check if you're still on course. If necessary, we can adjust your program.
- 5.9. At the *end of your program*, we'll have an evaluation with you. We'll discuss how things went and see if we can be of any other service to you.



- 5.10. Please note that our protocol does not apply to self-training sessions or group classes.

6. What can you expect from us?

- 6.1. In general, we'll give our best efforts to perform your contract with due care, according to our professional standards.
- 6.2. We cannot guarantee that all our equipment and training rooms will always be available, fully functional or free from defects.
- 6.3. If you follow one of our personal training programs, we'll give our reasonable efforts to provide you with a good, safe and professional training program, in accordance with the conditions you and we agreed upon.

We'll also do our reasonable efforts to help you reach the goals we set. However, we cannot guarantee that you'll actually achieve these goals or the intended outcome of the program. Neither can we guarantee that after finishing the program, you will be freed from the medical conditions or discomfort you previously had.

When necessary, we'll keep a medical file for you. In your file, we keep notes concerning your health and the type of treatment you received. We'll add any other documents and information that are necessary to perform the services you've purchased. You have the right to request us to destroy / delete your file (for more information, refer to article 7:455 Dutch Civil Code) and to access your file (article 7:456 Dutch Civil Code).

7. Prices and payment

- 7.1. Prices are as indicated upon our website and are subject to printing and typing errors.
- 7.2. All prices are inclusive of BTW ("*Belasting toegevoegde waarde*"), unless indicated otherwise.



- 7.3. We may increase our prices from time to time. Price changes don't affect services you've already purchased, except if you have a membership (please refer to paragraph [Errore. L'origine riferimento non è stata trovata.](#) for more information about memberships). In that case, price changes only affect your membership if it's been in force for more than three months, and only after we've given you notice of it.
- 7.4. Payment of any of our invoices should be received ultimately 14 days after the date of each invoice.
- 7.5. As our standard procedure, we require full payment of our services in advance (unless if you have a membership). This means that we'll send you an invoice for any services you purchased as soon as your contract enters into force. Paying a package in advance includes a discount.
- 7.6. In individual cases, we may agree upon a different payment schedule. However, please note that in that case, you are not entitled to the discount we normally give when clients purchase a package of multiple sessions at once.
- 7.7. If you haven't paid on time, we'll send you a reminder of payment. If you haven't paid within 14 days after the day you received the reminder, we may charge collection costs with a minimum of EUR 40. We may also charge you with statutory interest.

8. Rescheduling your training sessions

- 8.1. You can reschedule your training sessions on our website, or by letting us 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 we and all other participants of the group class agree 24 hours in advance.
- 8.3. We always have the right to reschedule your training sessions. If we need to reschedule your training session, we'll let you know as soon as reasonably possible, ideally 24 hours prior to the scheduled time.



9. Clients under 18 and clients over 18 who cannot act for themselves

- 9.1. If you're under 18, we require permission from your parents or legal guardian(s) to enter into a contract with us.
- 9.2. If you're between 12 and 16 and you want personal training, both you and your parents or legal guardian(s) need to consent to your training program. This also means we'll have to give your parents some information about your health situation. We will discuss this with you during your intake.
- 9.3. If you're under 12 and you want personal training, your parents or legal guardian(s) need to consent to your training program. But of course, we'll also discuss and design your program together with you. We won't do anything you don't agree with.
- 9.4. If you are over 18 and are placed under adult guardianship or fiduciary administration for adults, we require permission from your guardian or administrator to enter into a contract with us.
- 9.5. If you are over 18 and placed under adult guardianship or protective mentorship, your guardian or mentor needs to consent to your training program in case of personal training. This also means we'll have to give them some information about your health situation. We will discuss this with you during your intake.
- 9.6. If you are over 18 and are not able of making a reasonable appreciation of your interests, but are not placed under adult guardianship or protective mentorship, the following applies. If you want personal training, we require consent from the person you have authorized in writing to act on your behalf. If there is no such person or if that person does not act, we require consent from your partner or, if you have no partner or your partner refuses, one of your parents, children or siblings. This also means we have to give them some information about your health situation. We'll discuss this with you during your intake.

10. What else do we expect from you?



- 10.1. You have to follow our house rules, codes of conduct and the instructions from your trainer.
- 10.2. Please keep us updated about any changes, pain, discomfort or other sensations you experience. It is important that we can act upon them in time.
- 10.3. Movement Re-Training Center is an environment where everybody should feel welcome, safe and respected. We do not tolerate any form of violence, intimidation, discrimination or other harmful conduct. We also expect you to respect the privacy of our other clients.
- 10.4. If you don't show up within 15 minutes after the starting time of your appointment, your appointment will be automatically cancelled and be fully charged.
- 10.5. In case you follow one of our personal training programs: we believe personal training is a joint effort between the trainer and the trainee. We can only work with you successfully if you commit yourself to our program. Therefore, it is essential that you put serious effort in doing your program and your homework assignments and train at our psychosomatic movement center according to the schedule we agreed upon (in most cases, at least one session per week).
- 10.6. During your personal training program, we may ask you to stop doing some of your regular physical activities (exercising, competitive sports etcetera), in order to increase the effectiveness of our program. Please follow our instructions in this respect.
- 10.7. If you follow a rehabilitation program at our center, you have to stop doing any other form of movement-based therapy, training or similar activities during your program. Following multiple therapies or training programs at the same time could impair your process and lead to injury.
- 10.8. For the duration of your rehabilitation program, we ask you to inform us if you plan on visiting another therapist or medical specialist. We'd appreciate it if you consult with us about this in advance, so we can adjust your training program accordingly.
- 10.9. You yourself are responsible for receiving re-imbusement from your health insurance company.

Movement Re-Training Center: general terms and conditions – version 1.3, November 2019



11. Memberships

- 11.1. We have several types of memberships, each with a specific set of benefits to best suit the wishes of our customers. Please refer to the product terms of our memberships to see what we can offer you and which membership suits you best.
- 11.2. Do you have a membership? In that case, you cannot terminate (in Dutch, “opzeggen”) your agreement during the initial period for which you have taken it out.
- 11.3. After their initial period, all memberships will be silently renewed for an indefinite amount of time, unless you notify us (in writing, a month before the end of the initial period) that you do not wish to continue your subscription.
- 11.4. Once your membership has been renewed for an indefinite amount of time, you can terminate your membership in writing (including by e-mail or through our website) with a month’s notice.
- 11.5. Your membership fee will be charged monthly.
- 11.6. Like all our products, you can purchase our memberships through our website. If you purchase a membership, you enter into a contract with your primary trainer. In our booking system, you select who your primary trainer is.
- 11.7. Paragraphs 13.5 up to and including 13.8 do not apply to memberships.

12. Liability

- 12.1. Our liability (based upon any legal ground) is limited to the amount of money our liability insurance company pays out per damage-causing incident. If our 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.



12.2. In addition to the above, we are not liable for any loss of or damage to your personal belongings nor for damage that is the consequence of:

- you not informing us properly about your health situation;
- you not following our instructions.

12.3. Our limitations of liability do not apply if your damage is caused by our willful intent or gross negligence.

13. Ending your contract

13.1. Did you enter into a distance contract with us? 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*”). However, your right to dissolve a distance contract does not apply to distance contracts for personal training with a medical component. Personal training has a medical component if it is related to rehabilitation / recovery from or reducing of physical, mental or psychosomatic medical issues or discomfort.

13.2. We 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 our 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 after receiving a yellow card for this (please refer to article 5.6);
- If you haven't complied with your obligation to train at our center according to the schedule you and we agreed upon (except in case of a valid reason for absence), after receiving a yellow card for this (please refer to article 5.7);
- If you violate any other term of this agreement, our house rules, code of conduct or act in a violent, intimidating, discriminating or aggressive way at our training center / against your trainer or fellow clients.

13.3. In case we 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

Movement Re-Training Center: general terms and conditions – version 1.3, November 2019



invalid. This means that for each session in that package that you did use, you owe us 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.

13.4. Article 13.3 does not prejudice our rights to claim damages related to the dissolving of the contract.

13.5. You can't terminate (in Dutch, "opzeggen") a contract for self-training sessions.

13.6. You can only partially terminate (in Dutch, "gedeeltelijk opzeggen") a contract for personal training sessions or group classes.

Partially terminating means that you can terminate the part of the contract regarding the personal training component (please refer to paragraph 4.2 sub ii) or the group class component (please refer to paragraph 4.4 sub ii), but not the part of the contract regarding the component for access to our studio (please refer to paragraph 4.2 sub i) and 4.4i), respectively).

You can do this by giving us notice of termination in writing (including per e-mail or through our website).

13.7. Did you partially terminate your contract? Then you can use the remaining sessions under your contract (until their expiration date) to access our studio. There, you can use our equipment and activity room on your own to do your exercises (to the extent you have enough experience to use it). However, during those sessions, you won't get personal training.

Please note that you remain obligated to pay for the access component of your remaining training sessions, as well as for the sessions you already used before partially terminating the contract.

Furthermore, any discounts you got because you purchased a package that you haven't finished at the moment your contract ends, immediately and retroactively become invalid if you partially terminate your contract. This means that for each session in that package that you did use, you owe us the price of a single session (please refer to our website for current prices).

However, in case you partially terminate your contract, the total price of the sessions that you used plus the price of the access component of your remaining training sessions will never exceed the total value of the package as initially agreed upon.



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

14. Miscellaneous

- 14.1. Please note that next to these general terms and conditions, our services and products also have additional product terms, that only apply to that specific product or service. You can find these product terms on our website, on each product's or service's dedicated page.

The product terms apply in addition to our general terms and conditions. To the extent the product terms differ from these general terms and conditions, the product terms prevail.

- 14.2. All matters relating to or arising out of your contract with us, 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.
- 14.3. If you do not have your habitual residence in the Netherlands and if you or we want to present a case to court, you and we 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 us.
- 14.4. We are allowed to have third parties perform (a part of) our duties resulting from your contract with us.
- 14.5. Any of our co-workers, colleagues or other persons that have assisted us in performing our services under your contract, can invoke these terms and conditions, as they are written in their behalf as well.
- 14.6. We have the right to change our terms and conditions from time to time, when necessary for running our business effectively. The changed terms and conditions will enter into force once we've given you notice of the new ones.



- 14.7. 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 we will negotiate a provision to replace the invalid or unenforceable provision, which shall be as similar to the prior provision as possible.
- 14.8. Naturally, we'll keep your personal information safe. Regarding your personal data, we strictly follow privacy law. We 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 our services to you. For more information about our privacy policy, please refer to our [privacy statement](#).

15. Contact information

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

visiting address: Wijnbrugstraat 5
 3011XW Rotterdam

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 Francesca +31 (0) 6 44 85 35 81

Robert Hlatký is registered at the Kamer van Koophandel (*Dutch Chamber of Commerce*) under number 24483402.

Francesca Bracelli is registered at the Kamer van Koophandel under number 50969900. She is also registered as a natural healer ("*natuurgeneeskundige*") at BATC (*Stichting Belangen Associatie Therapeut en Consument*). Her AGB-registration number is 90061262.

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