



**TERMS AND CONDITIONS**  
**MARTA PALANCAR POVEDA**  
**NUTRITION COACH AND PERSONAL TRAINER**  
**ENGLISH VERSION**

Please read these Terms and Conditions (“Terms”, “Terms and Conditions”) carefully before using my services in person or online through [www.mpphealthcoach.com](http://www.mpphealthcoach.com) website (the “Service”) operated by Marta Palancar Poveda, Nutrition Coach and Personal Trainer (“MPP Coach”).

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the Service.

**Article 1 Definitions.**

The following definitions apply in these general terms and conditions:

Marta Palancar Poveda, Nutrition Coach and Personal Trainer, (also “MPP Coach”, established in Quebec, Canada, number 2275327767 and legally represented by Ms. Marta Palancar Poveda, [www.mpphealthcoach.com](http://www.mpphealthcoach.com). Marta Palancar Poveda, Nutrition Coach and Personal Trainer, is not a nutritionist or doctor, but a Precision Nutrition Sports and Lifestyle

Nutrition Certified Coach. See

<https://www.precisionnutrition.com/certified-coach-directory>. And a

Personal Trainer certified by PTA Global. See

<https://www.ptaglobal.com/ValidateCredentials>

Customer: The person with whom Marta Palancar Poveda, Nutrition Coach and Personal Trainer, has entered into an agreement. Parties: Marta Palancar Poveda, Nutrition Coach and Personal Trainer, and customer together. Consumer: A customer who is also an individual and who acts as a private person. Location: In principle, the services are offered online, but could also take place in an agreed location between Marta Palancar Poveda, Nutrition Coach and Personal Trainer, and the customer.

## **Article 2 Applicability of general terms and conditions**

1. These conditions apply to every agreement concluded between the customer and MPP Coach.
2. These terms and conditions apply to all quotations, offers, work, orders, agreements and deliveries of services or products by or on behalf of MPP Coach.
3. Parties can only deviate from these conditions if they have explicitly agreed in writing. Parties can only deviate from the agreement if explicitly agreed in writing.
4. Parties explicitly exclude the applicability of additional and / or deviating general terms and conditions of the customer or third parties.

## **Article 3 Offers and quotations**

1. Offers and quotations from MPP Coach are without obligation, unless explicitly stated otherwise.
2. An offer or quotation is valid for 2 weeks, unless agreed otherwise.
3. If the customer does not accept an offer or quotation within the applicable period, the offer or quotation will expire.

#### **Article 4 Acceptance**

1. When accepting a non-binding offer, MPP Coach reserves the right to withdraw the offer within 7 days of receiving the acceptance, without the customer being able to derive any rights from it.
2. If the customer has verbally accepted a non-binding offer, the acceptance of the customer only connects MPP Coach after the customer has confirmed this in writing (or electronically).

#### **Article 5 Prices and services**

1. Marta Palancar Poveda, Nutrition Coach and Personal Trainer, provides (but not exclusively) nutritional advice and personal training in package form and individual coaching and training sessions. The nature of this can be decided during an initial consultation. The scope of the service is detailed in an offer or explained elsewhere.
2. All prices used by MPP Coach are in Canadian Dollars and exclusive of taxes and excluding other costs such as administration costs, levies, travel or transport costs, unless explicitly stated or agreed otherwise. The local currency also applies.

3. Services can be provided by telephone, Skype, Zoom, WhatsApp or any other secure online platform agreed by the customer and MPP Coach, or personally on a location agreed by the customer and MPP Coach.
4. Marta Palancar Poveda, Nutrition Coach and Personal Trainer, has the right to adjust its prices. Prior to the start of price changes, MPP Coach will communicate these changes to the customer.
5. The customer has the right to cancel the agreement with Marta Palancar Poveda, Nutrition Coach and Personal Trainer, if the customer does not agree with the price increase.
6. MPP Coach charges travel costs CAD 0,29 per km to the customer.

#### **Article 6 Consequences of not paying on time**

1. For every Marta Palancar Poveda, Nutrition Coach and Personal Trainer's issued invoice, a payment period of 7 days applies, unless explicitly stated otherwise.
2. If the customer does not pay within the agreed period, MPP Coach is entitled to charge an interest of 1% per month from the day that the customer is in default, whereby part of a month is charged for a whole month.
3. If the customer is in default, he will also owe extrajudicial collection costs and any financial damages to MPP Coach.
4. If the customer does not pay on time, MPP Coach may suspend its obligations until the customer has met his payment obligations.

5. In the event of liquidation, bankruptcy, seizure or suspension of payment on the part of the customer, the claims of MPP Coach on the customer are immediately claimable.

6. If the customer refuses to cooperate with the execution of the agreement by MPP Coach, he is still obliged to pay the agreed price to MPP Coach.

### **Article 7 Warranty**

When the parties have entered into an agreement with a service character, this only contains best efforts obligations for Marta Palancar Poveda, Nutrition Coach and Personal Trainer, and no result obligations. MPP Coach cannot guarantee that the desired result will be achieved.

### **Article 8 Execution of the agreement**

1. Marta Palancar Poveda, Nutrition Coach and Personal Trainer, implements the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. Marta Palancar Poveda, Nutrition Coach and Personal Trainer, has the right to have the agreed services provided (in part) by third parties.
3. The implementation of the agreement takes place in mutual consultation and after written agreement and payment of any agreed advance by the customer.
4. It is the responsibility of the customer that Marta Palancar Poveda, Nutrition Coach and Personal Trainer, can timely start the implementation of the agreement. If the customer has not ensured that

MPP Coach can start on time, the customer will receive an invoice for the resulting additional costs or hours.

5. In the event of cancellation of a coaching session or other appointment between Marta Palancar Poveda, Nutrition Coach and Personal Trainer, and the customer, the client must notify this 48 hours prior to the appointment. Otherwise the session will be accounted as effectively performed and will not be rescheduled.

6. The customer's rights under an agreement between the parties cannot be transferred to third parties, unless otherwise agreed.

#### **Article 9 Provision of information by the customer**

1. The customer must provide all information, data and documents that are relevant for the correct execution of the agreement available to Marta Palancar Poveda, Nutrition Coach and Personal Trainer. The customer is responsible for the accuracy of this data.

2. MPP Coach will not share the customer's personal photos without the customer's explicit consent.

3. Marta Palancar Poveda, Nutrition Coach and Personal Trainer, complies with the applicable privacy legislation within the framework of the Privacy Act, by the Parliament of Canada.

#### **Article 10 Duration of the agreement**

The agreement is always valid for the duration stated in the specifications of each service. It will be stated in the agreement document, binding the customer and Marta Palancar Poveda, Nutrition Coach and Personal Trainer, signed prior to delivery of service.

## **Article 11 Intellectual Property**

1. MPP Coach retains all intellectual property rights to all designs, drawings, writings, carriers with data or other information, quotes, images, sketches, models, etc., unless the parties have agreed otherwise in writing.
2. The customer may not copy these intellectual property rights (or have them copied) to third parties and / or make them available or use them in any other way without prior written permission from MPP Coach.

## **Article 12 Confidentiality**

1. All information between the customer and MPP Coach will be kept secret.
2. This confidentiality obligation does not apply to information that has already been made public or is made public by the customer on the basis of a legal obligation.
3. This confidentiality obligation applies for the duration of the agreement and for a period of 3 years after its expiry.

## **Article 13 Penalty clause**

1. If the consumer violates the conditions regarding confidentiality or intellectual property, the consumer will immediately forfeit a claimable fine of CAD 2.000 for each violation.
2. In addition, the consumer forfeits an amount of 5% of the amount referred to in paragraph 1 of this article for each day that the violation continues.

3. No notice of default or legal proceedings is required.
4. Marta Palancar Poveda, Nutrition Coach and Personal Trainer, remains entitled to claim financial damages.

#### **Article 14 Disclaimer**

The customer indemnifies Marta Palancar Poveda, Nutrition Coach and Personal Trainer, against all claims from third parties related to the products or services supplied by MPP Coach.

#### **Article 15 Complaints**

The customer must submit a written complaint about a service provided by Marta Palancar Poveda, Nutrition Coach and Personal Trainer, to Marta Palancar Poveda, Nutrition Coach and Personal Trainer, no later than 1 month after the complaint arose. The complaint must be described in detail. MPP Coach will handle the complaint as quickly as possible.

#### **Article 16 Liability and force majeure**

1. Marta Palancar Poveda, Nutrition Coach and Personal Trainer, is only liable for any damage suffered by the customer if and insofar as that damage is caused by intent or deliberate recklessness on the part of MPP Coach.
2. If Marta Palancar Poveda, Nutrition Coach and Personal Trainer, is liable for any damage, it is only liable for direct damage that is related to the agreement between the parties.



3. If Marta Palancar Poveda, Nutrition Coach and Personal Trainer, is liable, this liability is only limited to the amount that the customer has paid for the service in question.

4. Marta Palancar Poveda, Nutrition Coach and Personal Trainer, is not liable in case of force majeure.

#### **Article 17 Right to dissolution**

1. The customer has the right to terminate the agreement if Marta Palancar Poveda, Nutrition Coach and Personal Trainer, imputably fails to meet its obligations, unless this shortcoming does not justify the termination due to its special nature or limited significance.

2. Marta Palancar Poveda, Nutrition Coach and Personal Trainer, has the right to terminate the agreement with the customer if the customer does not fully or not timely fulfill his obligations under the agreement or fears that the customer might not be able to properly fulfill.

#### **Article 18 Final provisions**

1. If one or more provisions of these general conditions are found to be void or voidable, this will not affect the other provisions of these conditions.

2. Only Canadian law applies to every agreement between parties.

3. These general terms and conditions have been drawn up in English. In the event of a publication in any other language, the present English version of these general terms and conditions is binding.

4. The Canadian Civil Court at the place where MPP Coach is established has exclusive jurisdiction to hear any disputes between parties, unless the law requires otherwise.

5. Parties should first attempt to resolve disputes between themselves.

Last edited May 19, 2020



**MPP**  
NUTRITION  
& EXERCISE