

GENERAL TERMS AND CONDITIONS Doula Vanda @ME TIME MATTERS

DEFINITIONS

In these general terms and conditions, the following definitions apply:

Doula/Coach:	Vanda Kernizan; certified birth doula
ME TIME MATTERS:	Operating as a self-employed professional; the trade name "Doula Vanda" operates under this independent business entity.
Client:	The person receiving advice from the doula/coach (via personal coaching or an online course)
Parties:	Coach and client together
Doctor:	The general practitioner, psychologist, psychiatrist, or specialist under whose care the client is being treated;

1. GENERAL

Through in person and online sessions/courses, the doula/coach advises the client on how best to prepare for childbirth and the postpartum period. It is also possible to receive live advice via video conferencing (Zoom, WhatsApp Video). Arrangements regarding this are made in advance, and a separate agreement is drawn up with the client.

MY ROLE AS A BIRTH COACH/DOULA

As a birth coach/doula, I am a professionally trained woman who can provide non-medical support during your pregnancy, the birth of your child, and the period thereafter. During your pregnancy, I dedicate time to your health and well-being. Together, we reflect on what is on your mind—emotionally, mentally, and physically—during this unique period of your life, and how you can take extra good care of yourself right now; I also help you explore your wishes and any uncertainties regarding your childbirth.

By mutual agreement, I can be present at your birth; a separate agreement will be drawn up for this service.

After the birth, I am available to provide advice through (online) courses and coaching sessions, helping you to experience and process the birth of your child in a positive way.

2. APPLICABILITY OF GENERAL TERMS AND CONDITIONS

These terms and conditions apply to all quotations, offers, activities, orders, agreements, and deliveries of services or products by or on behalf of Doula Vanda (trading as the independent business Me Time Matters).

3. RIGHT OF WITHDRAWAL FOR ONLINE COURSES

A customer may cancel an online purchase during a 30-day cooling-off period without giving a reason, provided the customer has not waived their right of withdrawal. The aforementioned 30-day cooling-off period commences on the day after the customer has paid for the product. The customer may exercise their right of withdrawal by notifying info@doulavanda.nl. Me Time Matters will issue a refund to the customer within 14 days of receiving the timely notification of withdrawal.

4. APPOINTMENT SCHEDULE FOR PERSONAL COACHING

As your doula/coach, I understand that you have a busy schedule, and I therefore strive to ensure clients are not kept waiting or detained unnecessarily. For coaching appointments, the duration of the session is agreed upon in advance (depending on the coaching program, this is either 50 or 90 minutes). I would greatly appreciate to start on time. If you need to cancel or reschedule our appointment, I ask that you do so at least 24 hours in advance; if this is not possible, I will unfortunately have to count the appointment as part of the total number of agreed sessions.

For online Doula Vanda yoga sessions, the session duration is 75 minutes. The same conditions regarding cancellation or rescheduling apply. For appointments scheduled for a day following a Sunday or one or more recognized public holidays, the aforementioned 24-hour period is deemed to commence at 6:00 p.m. on the last preceding regular working day. Consequently, for a regular Monday, the period begins at 6:00 p.m. on the preceding Friday.

5. PAYMENT AND REFUNDS

The doula/coach informs the client—either verbally or in writing—of the applicable rates. These rates include VAT but exclude other statutory levies, if and to the extent that such levies are applicable. The coach is not entitled to implement price increases during a coaching program. If unforeseen circumstances leading to price increases arise after the agreement has been concluded, the originally agreed price remains in effect unless a new agreement is reached.

Unless otherwise agreed, the client must pay the doula/coach in advance via bank transfer, adhering to the payment term stated on the invoice. The coach reserves the right to refuse a consultation if the client has not made the required payment. If payment is agreed to be made in arrears and the invoice remains unpaid 30 days after the invoice date, the coach is entitled to charge statutory interest on the outstanding amount—retroactive to the first day the payment was due—as well as all costs associated with collecting the claim, expressly including collection agency fees and legal costs.

If the client needs to discontinue the coaching program, the client remains liable for payment for the portion of the program already completed, plus a cancellation fee of €50.

As the doula/coach, I reserve the right to cancel the program at any time if I believe that continuing the coaching program is not advisable. In such an event, the client is liable only for the sessions that have already taken place.

For online products, the customer gains access to the program immediately after payment, unless otherwise communicated.

6. IMPOSSIBILITY OF PERFORMING THE ASSIGNMENT

As a doula/coach, I reserve the right to suspend the agreed consultations/services if I am temporarily prevented from fulfilling my obligations due to circumstances beyond my control, circumstances of which I was unaware (and could not reasonably have been aware) at the time the agreement was concluded, or due to illness. If performance becomes permanently impossible, the agreement may be terminated with respect to the unfulfilled portion. Coaching sessions that have been paid for in advance but not yet taken will be refunded to the client. In such an event, neither party is entitled to compensation for damages suffered as a result of the termination.

7. INTELLECTUAL PROPERTY

Doula Vanda @Me Time Matters retains all rights at all times to any documents, audio, or video materials provided, as well as the related information, advice, and "know-how," even if a fee was charged or subsequent improvements were made (whether or not at the client's request). The items mentioned in the preceding sentence may not—without the written consent of the doula/coach—be copied (in whole or in part, except for the client's internal use), disclosed to others, made public, or used or made available by the client for any purpose other than that for which they were provided by the doula/coach.

8. DISCLAIMER OF LIABILITY

As a client, you understand that my role as a birth coach/doula is not to provide healthcare or medical services, to prescribe or evaluate micronutrients or macronutrients, or to diagnose, treat, or cure diseases, conditions, or other physical or mental ailments of the human body.

As a doula/coach, my role is to encourage and support you and to help you navigate the world of pregnancy and birth. As a client, you understand that I am not acting as a physician, dietitian, psychologist, or midwife, and that advice provided by me as a doula/coach is not intended to supersede or reject the advice of such profession

If you are currently under the care of a healthcare professional or taking prescribed medication, you must discuss any dietary changes or the use of potential nutritional supplements with your doctor. Furthermore, you should not discontinue the use of medication without consulting your doctor.

By choosing to work with me as a doula/coach, you understand that the information provided is not to be considered medical or nursing advice and is not intended to replace consultation with qualified healthcare professionals. All communication with healthcare professionals is conducted at your own initiative, and any decisions you make are entirely your own responsibility.

9. PERSONAL RESPONSIBILITY AND INDEMNIFICATION REGARDING HEALTHCARE-RELATED CLAIMS

The client acknowledges that they bear full responsibility for their own life and well-being—as well as the lives and well-being of their family and children (where applicable)—and for all decisions made during and after this program. The advice provided by the doula/coach is results-oriented by nature, though no specific result is guaranteed.

The client is aware of the risks associated with the program, including the risks of trying new foods or supplements and the risks inherent in making lifestyle changes. The client indemnifies the doula/coach against any and all liability, damages, lawsuits, disputes, monetary amounts, legal proceedings, claims, and demands—at law—that the client has had, currently has, or may have in the future against the doula/coach arising from past or future participation in a coaching program or course, except in cases of gross negligence on the part of the doula/coach.

10. CONFIDENTIALITY

The doula/coach shall treat the client's information confidentially and shall not share any information with third parties, unless required to do so by law.

11. ARBITRATION, CHOICE OF LAW, AND LEGAL RECOURSE

Any disputes arising between the parties out of or in connection with this agreement, or any subsequent agreements resulting therefrom, shall be submitted for resolution exclusively to the civil court with jurisdiction over the doula/coach's place of business. Dutch law applies.

Should a dispute be resolved in the client's favor, the sole remedy shall be a refund of the costs of the coaching program.

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