

General Terms and Conditions (GTC)

1. Personal information

You agree that your data will be stored for the purpose of creating a plan. We undertake not to disclose the data to uninvolved third parties, except for the information necessary for diagnosis and treatment (blood value determination, plan creation).

2. Plan creation

We are unable to provide nutrition plans for pregnant women, nursing mothers, people with severe kidney or liver insufficiency, vegans and children under the age of 8.

3. Storage nutrition plans

For data protection reasons, we have to delete nutrition plans that are more than 2 years old. So please make sure you keep them in a safe place!

4. Registration

4.1. General information

We rely on you to provide us with accurate and truthful information when you register, particularly about any medical conditions you have or medications you are taking.

4.2. Cancellation

Registration for the Metabolic Balance program is final and binding. The participant agrees to pay any costs incurred as a result of cancellation (e.g. preparation of the plan).

5. Prices

5.1. General information

All prices include VAT and exclude laboratory costs.

5.2. Discounts

2-person group: 10%, 3-person group: 15%. Participants must all book the same package and also attend all appointments as a group.

6. Terms of payment

6.1. General information

The payment period for invoices is normally 30 days from the date of invoice, after which the contracting party is in default without a reminder.

6.2. Installment payments

We offer payment by installments upon request. If you do not meet the agreed due dates, we reserve the right to cancel this agreement, i.e. to postpone our services, or to demand the full outstanding amount.

6.3. Prepayment

For packages that include a video appointment/phone kickoff call we require payment in advance. We offer the following methods of payment: Bank transfer, Twint, Credit Card (+ 3% fee), PayPal (+ 3% fee).

6.4. Invoice

You will receive an invoice for packages with on-site appointments. In case of insufficient creditworthiness, we reserve the right to request payment in advance (in full or in part).

6.5. Late payment

After the 2nd reminder, we charge a reminder fee of CHF 20.00.

7. Cancellation of appointments

Appointments must be canceled at least 24 hours (business hours) in advance. We reserve the right to record an appointment that has not been canceled in time as "taken" within your existing package or to charge you accordingly.

8. Cancellation of nutritional consultation / cancellation of order

If the nutritional consultation is canceled and not used, or if the order is canceled prematurely, there is no right to a refund of the payment already made (not even on a pro rata basis) or a reduction of the invoice.

9. Provision of the service (nutritional counseling / coaching)

9.1. General information

We guide and coach you to the best of our knowledge and belief within the framework of recognized nutritional science and principles and according to the guidelines of Metabolic Balance.

9.2. Duration of support

The duration of the support (appointments/emails/questions/phone calls etc.) is from the handover of the plan max:

- PREMIUM package: 4 months

9.3. Answering questions, callbacks

We usually answer emails or do callbacks within 1 to max. 2 days.

9.4. Late payment

In case of late payment, we reserve the right to postpone our services (appointments, answering questions, phone calls, etc.) until the payment is made.

9.5. Guarantee

The success (e.g. weight loss) of the program or our coaching is largely beyond our control and depends mainly on your discipline, adherence to the guidelines and your cooperation. Therefore, we cannot guarantee any results.

10. Severability clause

Should individual provisions of these General Terms and Conditions be invalid and/or ineffective in whole or in part, the validity and/or effectiveness of the remaining provisions or parts of such provisions shall not be affected. The invalid and/or ineffective provisions shall be replaced by provisions that come as close as possible to the sense and purpose of the invalid and/or ineffective provisions in a legally effective manner. The same shall apply in the event of any loopholes in the provisions.

11. Applicable law and place of jurisdiction

All disputes arising in connection with these Terms and Conditions and the use of our services shall be governed by Swiss substantive law. The place of jurisdiction is Zurich, Canton of Zurich, Switzerland.