



General Terms and Conditions for clients (business and private) of De Noodzaak counseling.

1. Definitions

- 1.1 Care provider: De Noodzaak counseling, located in Amersfoort. De Noodzaak counseling provides personal services to companies and individuals.
- 1.2 Client: the person who actually uses the services of the care provider.
- 1.3 General terms and conditions: these general terms and conditions.
- 1.4 Agreement: concluded (treatment) agreement between the care provider and the client, both orally and in writing.

2. Applicability

- 2.1 The conditions are part of every current and future offer, agreement and other act aimed at legal consequences between the client and the care provider in which De Noodzaak counseling is involved, as well as the consequences thereof. The conditions are known to both parties at the conclusion of the agreement.
- 2.2 All offers from the care provider are without obligation and revocable, even if a period is stated for which the offer applies. In the case of oral information, an offer is only deemed to have been made once it has been confirmed in writing by the care provider.

2.3 Deviations from these general terms and conditions are only valid insofar as these deviations have been expressly and in writing agreed between the parties. The client cannot derive any rights for future agreements from such an expressly agreed deviation.

3. Conclusion of the agreement

- 3.1 An agreement is concluded through a written acceptance of the price agreement by the client, or through an oral confirmation.
- 3.2 An agreement can concern either a single treatment or a series of treatments.

4. Duration of the agreement and dissolution

- 4.1 Unless otherwise specified in the agreement, it is entered into for the duration of a course or single sessions. After the agreed contract period has expired, the agreement may be extended by mutual agreement between the parties (also tacitly).
- 4.2 Each party is entitled, without prejudice to the right to reimbursement of costs, damages and interest, to dissolve the agreement by registered letter with immediate effect without judicial intervention if:
- The other party has failed to fulfill one or more of its obligations and is negligent in fulfilling its obligations within a period set for performance by registered letter, unless the shortcoming(s) is (are) of such a nature or minor significance that dissolution is not reasonably justified.
 - Bankruptcy or suspension of payment is applied for or granted for the other party, or measures are taken indicating termination or cessation of the company.

4.3 Any right of the client to set off any claims against the care provider with any claim of the client on the care provider is expressly excluded. The care provider has the right and authority at all times to set off claims it has against the client with any claims that the client has against the care provider.

4.4 The care provider is authorized to engage third parties for the execution of the agreed services.

5. Cancellation

5.1 Cancellation or postponement of appointments resulting from an agreement must take place no later than 48 hours before the agreed time.

5.2 The following cancellation conditions apply for cancellation or postponement of appointments:

- **Cancellation/postponement up to 48 hours before the start** of a consultation incurs no costs for the client.

- **Cancellation/postponement up to 24 hours before the start** of a consultation incurs 50 percent of the appointment amount.

- **Cancellation/postponement within 24 hours before the start** of a consultation incurs 100 percent of the appointment amount.

5.3 The care provider is reasonably entitled to change an already scheduled appointment.

6. Invoicing and payment

6.1 Payment must be made within 14 days of the invoice date.

6.2 If the payment term is not met, the client is in default without notice of default being required. The care provider is entitled to suspend its obligation to provide services from the date on which the payment term has expired. The care provider will inform the client in good time of the aforementioned suspension of its services. From the aforementioned date, the client owes statutory interest on the outstanding amount.

If the client does not meet the payment obligation, the care provider is entitled after two payment reminders to engage a collection agency. All reasonably incurred judicial and extrajudicial (collection) costs incurred by the care provider due to the client's failure to fulfill its payment obligations shall be borne by the client.

6.3 The fee of the care provider is not dependent on the outcome of the assignment.

6.4 If after the conclusion of the agreement, but before the course has been fully completed, rates and/or prices change, the care provider is entitled to adjust the agreed rate accordingly, unless the client and the care provider have made other agreements about this.

6.5 All prices are in Euros. All prices include VAT/sales tax, unless it is expressly indicated that it is not included.

6.6 The care provider is entitled to increase the agreed price each year.

7. Obligation of the client

7.1 The client is obliged to make available in good time all information, both written and oral, which the care provider in its opinion needs for drawing up an agreement and the correct execution of the assignment granted.

7.2 The client guarantees the accuracy, completeness and reliability of the information made available to the care provider, also if it originates from third parties.

8. Confidentiality, file management and right of access

8.1 The care provider is, unless it has a legal obligation to disclose, obliged to maintain confidentiality towards third parties regarding information that falls under professional secrecy or the ethical code of confidentiality concerning the client, as well as information that is considered confidential by the care provider.

8.2 The care provider keeps a file of the consultations. This file can only be accessed by the counselor and the relevant client, regardless of who pays for the service. Access can also take place during personal contact between counselor and client. This file is kept for the legally determined period.

8.3 Reporting to third parties concerning clients can only take place after consultation and with the permission of the client concerned.

8.4 The care provider is not entitled to use the information made available to it by the client for any purpose other than that for which it was obtained. An exception is made in the event that the care provider acts on its own behalf in disciplinary, civil or criminal proceedings in which this information may be relevant.

8.5 If third parties are engaged by the care provider, the obligations in this article also apply to them.

9. Liability

9.1 The care provider will perform its work to the best of its ability and observe the care that may be expected of a therapist. The execution of the services of the care provider involves a best efforts obligation.

9.2 The care provider does not provide any (medical) guarantee in any way, nor is it in any way liable for (medical) complications that occur during or after the execution of the services with the client, which are not due to a serious attributable shortcoming on the part of the care provider.

9.3 The care provider is in no way liable for consequential damages.

9.4 The care provider is not liable insofar as damage results from the fact that the client has not properly followed oral or written advice from the care provider.

9.5 The liability of the care provider for damage resulting from services carried out by it possibly with the involvement of non-subordinates is limited to a maximum of the cost of a treatment.

9.6 In all cases any liability of the care provider is limited to the amount charged to the client, or to a maximum of the amount covered by the liability insurance taken out by the care provider.

10 Applicable law and disputes

10.1 Dutch law applies to the services of the care provider.

10.2 In disputes arising from or related to the services of the care provider, only the court has jurisdiction to hear this dispute.

10.3 Insofar as the work for the assignment concerns activities that fall within the field of the professional organization to which the counselor is affiliated, the counselor is bound by the provisions of its professional organization during the performance of its work. The complaints regulations of the relevant professional organization apply insofar as any complaint falls within the scope of the complaints regulations on which the client or care provider invokes.

11 Force majeure

11.1 In the event of illness or temporary or permanent incapacity for work of the care provider, efforts will be made to find replacement by a third party. If this proves impossible, illness and temporary or permanent incapacity for work of the care provider shall release it from the obligation to meet the agreed delivery time or its delivery obligation, without the client being able to claim any right to compensation of costs, (material) damage.

11.2 In the event of force majeure, the care provider will immediately notify the client. After receiving this notification, the client has the right to cancel the assignment in writing within eight days, subject to the obligation to take from the care provider and reimburse it for the performed part of the assignment.

12 Termination

12.1 If, in the opinion of the client or the care provider, the progress of the services is seriously hindered, the client and the care provider may, after oral consultation, agree to terminate the further assignment.

12.2 Termination must be notified to the other party in writing.

12.3 If the client cancels the assignment in whole or in part, he or she is obliged to reimburse the care provider for all reasonably incurred costs in view of the execution of this assignment, all without prejudice to the right of the care provider to compensation for loss of profit.

12.4 The client shall be deemed to be in default without further notice:

- in the event that he does not, not fully or not timely comply with any obligation under the agreement.
- in the event of bankruptcy or suspension of payment of himself or his

company.

- in the event of liquidation of his company.

12.5 In these cases, the care provider has the right, without summons and/or judicial intervention, either to suspend the execution of the agreement in whole or in part, or to dissolve the agreement in whole or in part, without being obliged to pay any compensation.

13 Limitation period

Insofar as otherwise provided in these general terms and conditions, client's rights of action and other powers of whatever nature against the care provider in connection with the performance of work by the care provider shall in any case expire one year after the moment at which the client became aware or could reasonably have become aware of the existence of these rights and powers.

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