

## INTERNITY TERMS AND CONDITIONS

### APPLICATION

INTERNITY is the trade name of the practice for Integrative psychotherapy for adults under Dutch law. INTERNITY is registered at the Chamber of Commerce under Chamber of Commerce number 53512715. INTERNITY aims to practice Integrative psychotherapy and Integrative hypnotherapy for adults, to guide people who have experienced intense experiences and major life events, all in the broadest sense of the word.

INTERNITY-BROES is part of INTERNITY and offers Clients of INTERNITY the opportunity to explore new sources of inspiration in an outdoor environment in a group setting to actually make transitions in their lives.

If you use the services of INTERNITY and INTERNITY-BROES, you are "Client", you enter into an "Agreement" with INTERNITY to which these General Terms and Conditions apply and you become "Client" of INTERNITY.

### GENERAL

1. These General Terms and Conditions apply to all offers and agreements that we have with you as Client, including any subsequent assignments or altered or supplementary assignments.
2. Together with the Order Confirmation and the Privacy Statement of INTERNITY, these Terms, including any subsequent assignments or altered or supplementary assignments complete the formal agreement between INTERNITY and the Client. Any prior arrangements, agreements or statements are hereby canceled.
3. These conditions apply also for the benefit of persons involved in INTERNITY (as Therapist or otherwise ), or connected to INTERNITY by other means, or by any person contracted by INTERNITY, and for any person for whose acts or omission to act INTERNITY is liable or can be.
4. The applicability of any other general terms and conditions is hereby explicitly rejected.
5. If part of these General Conditions is void or voidable, it does not change the validity of the remainder of the General Terms or agreements to which they apply. The invalid or destroyed part is replaced by a provision that follows the content of the invalid Order

Confirmation, these General Terms are applicable, to the prevailing provisions of the Order Confirmation.

6. Amendments to these General Terms or Order Confirmation will only be effective to the extent they are signed or digitally approved by all parties.
7. INTERNITY is entitled to change the general terms and conditions. The amended terms and conditions shall be deemed to be accepted unless the Client objects within 14 days after the amended terms have been transmitted to him/her or made known.
8. These General Terms and Conditions are written in both Dutch and English languages. The Dutch text is binding in the event of any difference in content or purpose.

#### **OFFERS AND QUOTATIONS**

1. All offers and quotations from INTERNITY are without obligation, unless otherwise agreed.
2. An offer in a quote only applies to the specific underlying assignment (and not to any future assignments).
3. We assume the information you provide is correct. For our offers and quotations we rely on this information.

#### **FEES**

1. The fees of our services include all expenses and VAT, if applicable. Therapeutic guidance is exempt from VAT. Counseling, workshops and activities of INTERNITY-BROES are subject to the VAT rate of 0 %.
2. The current rate is stated on the INTERNITY website.
3. Unless explicitly agreed otherwise in writing, the fee will be calculated on the basis of the consultation rate applicable for the assignment (no hourly rate).
4. Duration of a counseling session is approximately 90 minutes, unless otherwise agreed.
5. Extension is for the account and responsibility of INTERNITY.
6. Appointments must be canceled no later than 24 hours before the starting time of the appointment.
7. In case of non-cancellation or cancellation within 24 hours before the appointment, INTERNITY is entitled to charge the reserved time.
8. If you appear too late for an appointment, INTERNITY is entitled to charge the reserved time.
9. The right to an extension of the appointment is not applicable.
10. We can always adjust our rates.
11. New rates apply only for new agreements to be started, not for ongoing guidance programs.

#### **REIMBURSEMENTS HEALTH INSURANCE**

Therapeutic guidance falls under complementary health-care. You can submit the invoice to your health insurer if you are additionally insured. Please consult your insurance terms and conditions of your health insurer, since the terms and conditions may differ per insurance policy. A referral letter from your doctor is not necessary. Activities of INTERNITY-BROES are not eligible for reimbursement via your additional healthcare insurance.

#### **PAYMENT AND COLLECTION COSTS**

1. After each consultation or activity (workshop, BROES-weekend) we will send you an invoice in which an iDEAL link has been added for online payment of your invoice.
2. Payment of invoices from INTERNITY must be made, without suspension or settlement, within 14 days of the invoice date, unless a different payment term has been agreed.
3. If you do not meet your payment obligation on time, you are automatically in default. In that case you can pay the statutory (commercial) interest on the outstanding amount. The interest on the claimable amount is calculated from the moment that you are in default until the moment that you pay the full amount due.
4. You are automatically in default if you do not meet your payment obligations on time. In the event of default, an external collection agency is called in. All resulting costs are charged to the Client.
5. INTERNITY suspends all its services in the event that payment obligations are higher than €250.

#### **LIABILITY**

1. Services by INTERNITY are a best efforts obligation, not a result obligation.
2. INTERNITY is not liable for any adverse consequences that arise because the Client has provided incorrect or incomplete information.
3. At the start of each counseling process, INTERNITY sends one or more questionnaires, which must be completed online no later than 2 working days prior to the appointment. If the information in the questionnaire requires further explanation, INTERNITY will contact you for further enquiries to assess responsible participation in the program. We reserve the right to exclude Clients from participation based on the information provided for the sake of safety, responsible guidance (and if relevant group composition), and to refer them to another authority or practice.
4. INTERNITY is not liable if we cannot fulfill the agreement due to force majeure. In that case there is no right to compensation.
5. If the execution of an assignment by INTERNITY leads to liability, that liability will always be limited to the amount that is reimbursed in the relevant case under the applicable professional liability insurance policy of INTERNITY. Upon request, a cover overview and insurance statement will be sent free of charge.
6. Claims for payment of damages shall expire one year after the date you as Client became aware of the damage and the potential liability of INTERNITY for that damage.
7. The execution of the assignment given is exclusively for the benefit of the Client. Third parties can derive no rights herein.
8. The Client indemnifies INTERNITY and its subcontractors against all claims and claims of third parties, including the reasonable costs of legal assistance, which are in any way related to the work carried out for the Client, unless this is the result of gross negligence or intention of INTERNITY.
9. Client behaves like a guest; he/she adheres to the rules of normal manners in interpersonal traffic.
10. Clients under the influence of alcohol, medication, smoking materials or drugs are excluded from services from INTERNITY.



11. The costs of destruction of INTERNITY property by a Client will be recovered from the Client.
12. Any form of (emotional or physical) abuse of any employee working for INTERNITY by the Client, will always be filed with the police.
13. INTERNITY is not liable for damage to property of the Client caused by parking on or entering the site to the practice, nor for other damage caused by entering the practice, the hall and the use of the toilet.

#### **TERMINATION AGREEMENT**

The agreement can be terminated in the following ways or in the following circumstances:

1. The Therapist and Client determine in joint consultation that guidance is no longer required.
2. Client indicates in writing or by e-mail that he no longer wishes consultations.
3. Client does not respect the provisions of this Agreement or agreements for guidance that are made.
4. The Therapist believes that because of the Client's issues and the Therapist's competence, the Therapist is not able to guide the Client. This is certainly the case when the issues are directly related to contra-indications.
5. The agreement ends by operation of law if no consultation has been agreed for a period of longer than three months after the last consultation, unless explicitly agreed otherwise between INTERNITY and the Client.

#### **COMPLAINTS PROCEDURE**

Every Therapist working for INTERNITY is affiliated with the VIT (Association of Integral Therapists) and umbrella organization RBCZ (National Register for Complementary Care Professionals). The complaints procedure of the RBCZ and SCAG (National Dispute Committee) applies to our services.

In the unlikely event that you are dissatisfied with our services, we would of course like to hear from you. Then we hope to be able to solve it in a joint conversation. If we cannot find a solution together, you can appeal to a complaints officer who can assist you. This falls under the right to complain under the Quality, Complaints and Health Care Disputes Act (Wkkgz). For this you can contact the professional association the VIT (<http://www.vit-therapeuten.nl>). Following the Wkkgz, all Therapists associated with INTERNITY are also affiliated with a national dispute resolution body and that is the SCAG (<http://www.scag.nl>). Finally, all INTERNITY Therapists are also registered in the Register of Complementary Care Professionals (RBCZ) and fall under their Disciplinary Law (<http://www.tcz.nu>).

#### **APPLICABLE LAW AND CHOICE OF FORUM**

The legal relationship between the Client and INTERNITY is governed by Dutch law. Disputes about this agreement will be settled exclusively by the Central Netherlands Court.



**CONTACT DETAILS INTERNITY**

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RBCZ license number Loes Kaijen: 171303R  
SCAG license number Loes Kaijen: 16188  
AGB care providers code Loes Kaijen: 90104399  
AGB practice code: 90063704