



GENERAL TERMS AND CONDITIONS FOR SERVICES TO PRIVATE INDIVIDUALS

From:

Con Cura Counseling

Practice address:

Sint Martinusstraat, 1 6223AS Maastricht,

hereinafter referred to as: user

Article 1. Definitions

1. In these General Terms and Conditions, the following terms are used in the following meanings, unless explicitly stated otherwise.

User: the user of the General Terms and Conditions, representative of Con Cura Counseling

Client: the other party to the user.

Agreement: the verbal or written agreement for the provision of services.

Article 2. General

1. These General Terms and Conditions apply to every offer, quotation, and agreement between the user and a client to which the user has declared these terms and conditions applicable, insofar as the parties have not expressly and in writing deviated from these terms and conditions.

2. These terms and conditions also apply to all agreements with the user, the performance of which requires the involvement of third parties.

3. Any deviations from these General Terms and Conditions are only valid if expressly agreed upon in writing.

4. The applicability of any purchasing conditions or other terms and conditions of the client is explicitly rejected.

5. If one or more provisions of these General Terms and Conditions are or become void, the remaining provisions of these General Terms and Conditions remain fully applicable. The User and the Client will then consult with each other to agree on new provisions to replace the void or voided provisions, whereby the purpose and intent of the original provision will be taken into account as much as possible.

Article 3. Offer and Quotation

1. An offer or quotation may be revoked unless it contains a term for acceptance or its irrevocability otherwise follows from the offer or quotation.
2. Revocation of an offer or quotation can only take place as long as the offer or quotation has not been accepted and no notification of acceptance has been sent. If the offer or quotation contains the statement that it is a non-binding offer or a non-binding quotation, revocation can still take place immediately after acceptance.
3. The prices in the aforementioned offer or quotation are exclusive of VAT and other government levies, as well as any costs to be incurred under the agreement, including shipping and administration costs, unless otherwise indicated.
4. If the acceptance (not on minor points) deviates from what is included in the offer or quotation, the user is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless the user indicates otherwise.
5. If a response to an offer or quotation that constitutes acceptance deviates only on minor points, this response will be considered acceptance, and the agreement will be concluded in accordance with this acceptance, unless the user immediately objects to the differences.
6. A composite price quote does not obligate the user to perform part of the order for a corresponding part of the quoted price.
7. The offer or quotation does not automatically apply to future orders.

Article 4. Execution of the Agreement

1. The User will execute the Agreement, notwithstanding the provisions of Article 7:404 of the Dutch Civil Code and Article 407, paragraph 2, of the Dutch Civil Code, to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. The Client shall ensure that all information that the User indicates is necessary or that the Client should reasonably understand is necessary for the execution of the Agreement is provided to the User in a timely manner. If the information required for the execution of the

Agreement is not provided to the User in a timely manner, the User has the right to suspend the execution of the Agreement and/or charge the Client for the additional costs resulting from the delay at the usual rates.

3. The User is not liable for damages of any nature whatsoever resulting from the User's reliance on incorrect and/or incomplete information provided by the Client.

4. The Client indemnifies the User against any claims from third parties who, in connection with the performance of the Agreement, suffer material or non-material damage attributable to the Client.

Article 5. Amendments to the Agreement

1. If, during the performance of the Agreement, it becomes apparent that proper performance requires changes or additions to the work to be performed, the parties will amend the Agreement accordingly in a timely manner and in mutual consultation.

2. If the parties agree to amend or supplement the Agreement, this may affect the completion date. The User will inform the Client of this as soon as possible.

3. If the amendment or addition to the agreement has financial and/or qualitative consequences, the user will inform the client in advance.

4. If a fixed fee has been agreed upon, the user will indicate to what extent the amendment or addition to the agreement will result in a change in this fee.

5. Notwithstanding paragraph 3, the user will not be able to charge additional costs if the amendment or addition is the result of circumstances attributable to the user.

Article 6. Contract Duration; Execution Period

1. The agreement between the user and a client is entered into for an indefinite period, unless the nature of the agreement dictates otherwise or the parties expressly agree otherwise in writing.

2. If a period has been agreed upon within the term of the agreement for the completion of certain work, this is never a strict deadline. The continuation or execution of the agreement or the execution of the work in question can be decided by mutual agreement.

Article 7. Fee

1. Upon concluding the agreement, the user and the client agree on a fixed fee. The fixed fee is calculated according to the user's usual rates and applies for the duration of the

agreement, unless expressly agreed in writing that the fee for certain parts of the agreement deviates from the fixed fee.

2. The fee includes VAT.

3. The user is entitled to adjust the fee annually on January 1st for inflation and market conformity.

4. Furthermore, the user is entitled to pass on price increases if, between the time of the offer and the start of the performance of the agreement, the rates for the user's performance of the agreement have increased.

5. Furthermore, the user may increase the fee if, during the performance of the agreement, it becomes apparent that the originally agreed or expected amount of work was so insufficiently estimated at the time the agreement was concluded, and this is not attributable to the user, that the user cannot reasonably be expected to perform the agreed work for the originally agreed fee. In that case, the user will notify the client of the intention to increase the fee. The user will state the amount of the increase and the date on which it will take effect.

[Article 8. Payment](#)

1. Payment must be made after the intake interview(s) and each follow-up appointment in the currency in which the invoice is issued.

2. Payments must be made within 14 days of the invoice date, in a manner specified by the user and in the currency of the invoice.

3. Objections to the invoice amount do not suspend the payment obligation.

4. If the client fails to pay within the 14-day period, they are legally in default. The client will then owe interest of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest rate applies. The interest on the amount due will be calculated from the moment the client is in default until the moment the full amount is paid.

5. In the event of liquidation, bankruptcy, seizure, or suspension of payments by the client, the user's claims against the client are immediately due and payable.

6. The user has the right to apply payments made by the client first to reduce costs, then to reduce accrued interest, and finally to reduce the principal amount and accrued interest.

The user may, without defaulting, refuse an offer of payment if the client specifies a different order for allocation.

The user may refuse full repayment of the principal amount if the accrued interest, accrued interest, and costs are not also paid.

7. If the client fails to pay within the 14-day period, the client is legally in default, and the user may, without defaulting, decide to suspend the provision of services to the client or terminate the agreement with the client with immediate effect. User will notify Client in writing of any intention to suspend the provision of services or terminate the agreement.

Article 9. Collection Costs

1. If the client is in default or fails to fulfill one or more of its obligations, all reasonable costs incurred to obtain satisfaction out of court will be borne by the client. If the client fails to pay a sum of money on time, they will forfeit an immediately payable penalty of 15% of the outstanding amount, with a maximum of €50.00 (fifty euros).

2. If the user has incurred higher costs that were reasonably necessary, these are also eligible for reimbursement.

3. Any reasonable legal and enforcement costs incurred will also be borne by the client.

4. The client owes interest on the collection costs incurred.

Article 10. Complaints Handling

1. The user is a member of the "General Professional Association for Counseling," which is registered with the Amsterdam Chamber of Commerce under number 33299478.

The user has committed to the "Code of Conduct for Counselors."

2. The General Professional Association for Counseling (ABvC) is affiliated with an independent Disputes Committee for Complementary and Alternative Healthcare (SKAG) in accordance with the Healthcare Quality, Complaints and Disputes Act (Wkkgz). The ABvC has an independent complaints officer who is the primary point of contact for complaints from the client.

3. If the client chooses to contact the ABvC complaints officer, the user is obligated to participate. Before the client wishes to use the ABvC complaints officer, the client must first submit their objections, complaints, and/or grievances to the user. If the client and user cannot reach a solution, the client can contact the ABvC complaints officer. He or she will attempt to reach a solution with the client and user.

4. If the complaints officer, client, and user are still unable to reach a solution, the ABvC complaints officer will, at the client's request, refer the matter to the SCAG for further

handling of the client's complaints and grievances. and/or grievances. If the client requests to go to the SCAG, there are costs involved.

The costs for this can be found on the SCAG website (<https://www.scag.nl/>).

5. The Disputes Committee is responsible for resolving all disputes between the client and the user by means of a ruling in the form of a binding opinion or by facilitating a settlement between the client and the user.

The Disputes Committee will issue a ruling within six months. The client cannot appeal this ruling.

6. If the ruling does not satisfy the client, in some cases the client can turn to the civil court.

[Article 11. Termination](#)

1. Either party may terminate the agreement at any time in writing.
2. If the agreement is terminated prematurely by the user, the user will, in consultation with and with the consent of the client, ensure the transfer of any work still to be performed to third parties, unless the termination is based on facts and circumstances attributable to the client.

[Article 12. Suspension and Termination](#)

1. The user is authorized to suspend the fulfillment of its obligations or to terminate the agreement if the client fails to fulfill its obligations under the agreement, or fails to do so in full.
2. Furthermore, the user is authorized to terminate the agreement (or have it terminated) if circumstances arise that are of such a nature that fulfillment of the agreement is impossible or can no longer be reasonably expected, or if other circumstances arise that are of such a nature that continued unaltered maintenance of the agreement cannot reasonably be expected.
3. If the agreement is terminated, the user's claims against the client are immediately due and payable. If the user suspends fulfillment of the obligations, they retain their rights under the law and the agreement.
4. The user always retains the right to claim damages.

[Article 13. Liability](#)

1. If the user is liable, this liability is limited to what is stipulated in this provision.

2. If the user is liable for direct damage, this liability is at all times limited to the amount of the payment to be made by the user's insurer in the relevant case.

3. Direct damage is understood to mean exclusively:

- the reasonable costs of determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions;
- any reasonable costs incurred to ensure that the user's defective performance complies with the agreement, unless these cannot be attributed to the user;
- reasonable costs incurred to limit damage, insofar as the client demonstrates that these costs have led to a limitation of direct damage as referred to in these General Terms and Conditions.

4. Damage to persons or property does not include the costs incurred by the client for measures to prevent damage as referred to in Article 6:96 of the Dutch Civil Code and similar statutory provisions, including any resulting damage.

5. The user is never liable for indirect damage, including consequential damage, lost profits, lost savings, damage due to business stagnation, emotional distress, or damage resulting from decisions made by the client, whether or not in consultation with the user. The client is always responsible for its own choices.

6. The limitations of liability for direct damage contained in these terms and conditions do not apply if the damage is due to intent or gross negligence on the part of the user or its subordinates.

[Article 14. Indemnities](#)

1. The client indemnifies the user against claims by third parties relating to intellectual property rights on materials or data provided or loaned by the client, which are used in the performance of the agreement.

2. If the client provides the user with information carriers, electronic files, or software, etc., the client guarantees that the information carriers, electronic files, or software are free of viruses and defects.

Article 15. Transfer of Risk

1. The risk of loss or damage to the items subject to the agreement shall pass to the client at the moment they are legally and/or physically delivered or loaned to the client and thus come under the control of the client or any third party(ies) designated by the client.

Article 16. Force Majeure

1. The parties are not obligated to fulfill any obligation if they are prevented from doing so as a result of a circumstance beyond their control, and for which they are not responsible under the law, a legal act, or generally accepted standards.

2. In these General Terms and Conditions, force majeure is understood to mean, in addition to what is understood in law and case law, all external causes, whether foreseen or unforeseen, over which the user has no control, but which prevent the user from fulfilling its obligations. This includes strikes in the user's company. 3. The User also has the right to invoke force majeure if the circumstance preventing (further) performance occurs after the User should have fulfilled its obligations.

4. The parties may suspend their obligations under the agreement during the period of force majeure. If this period lasts longer than two months, either party is entitled to terminate the agreement without any obligation to compensate the other party for damages.

5. If, at the time the force majeure occurs, the User has already partially fulfilled its obligations under the agreement or will be able to fulfill them, and the part fulfilled or to be fulfilled has independent value, the User is entitled to invoice the part already fulfilled or to be fulfilled separately. The Client is obligated to pay this invoice as if it were a separate agreement.

Article 17. Confidentiality

1. Both parties are obligated to maintain confidentiality of all confidential information they have obtained from each other or from other sources in the context of their agreement. Information is considered confidential if the other party has communicated this or if this follows from the nature of the information.

2. If, based on a statutory provision or a court ruling, the user is obligated to provide confidential information to third parties designated by law or the competent court, and the user cannot invoke a legal right of nondisclosure or a right recognized or permitted by the competent court, the user is not obligated to pay damages or compensation, and the other

party is not entitled to terminate the agreement on the grounds of any damage resulting from this.

Article 18. Intellectual Property and Copyright

1. Without prejudice to the other provisions of these General Terms and Conditions, the user reserves the rights and powers to which the user is entitled under the Copyright Act. 2. The user reserves the right to use the knowledge acquired through the performance of the work for other purposes, provided that no confidential information is disclosed to third parties.

Article 19. Disputes

1. The court in the user's place of business has exclusive jurisdiction to hear disputes, unless the subdistrict court has jurisdiction. Nevertheless, the user has the right to submit the dispute to the legally competent court.
2. The parties will only appeal to the court after they have made every effort to settle a dispute amicably.

Article 20. Applicable law

1. Dutch law applies to every agreement between the user and the client.

Article 21. Amendments, interpretation, and location of the General Terms and Conditions

1. In the event of any interpretation of the content and scope of these General Terms and Conditions, the Dutch text shall always prevail.
2. The most recently adopted version, or the version applicable at the time the agreement was concluded, shall always apply.