

GENERAL TERMS AND CONDITIONS

Werkelijk Welzijn, represented by Mr **J.M. Groot**, hereinafter referred to as the *Orthomolecular Therapist* or *Service Provider*, registered with the Chamber of Commerce in Amsterdam under number 61581631.

Upon the first appointment with the Orthomolecular Therapist, a treatment agreement shall be formed as described in these General Terms and Conditions.

The Orthomolecular Therapist is not a medical doctor or physician and shall never replace medical practitioners or other healthcare professionals. He shall not provide medical advice nor make a medical diagnosis. You are advised at all times to consult a medical or healthcare professional regarding medical questions, complaints or symptoms to ensure that appropriate examination, diagnostics and medical care are not withheld. You must never discontinue medication or cease visits to your doctor without consulting your treating physician or specialist. In the event of acute medical complaints or psychological problems, in case of doubt, or where complaints persist or worsen, immediate professional medical assistance is strongly advised.

Orthomolecular therapy and related treatments may serve as a valuable complement to conventional (medical) treatments.

This website is intended to inform interested parties about the naturopathic treatments provided by the therapist.

If the therapist advises the use of over-the-counter medicines or self-care products, this shall never constitute medical advice. You are advised to carefully read the patient information leaflet or instructions for use, to adhere to the maximum prescribed dosage, to inform the therapist of any pregnancy and of the use of other medication, alcohol or drugs, and to remain alert to potential side effects.

The use or application of information on this website, or of products or services by interested parties, is entirely at the user's own responsibility and risk. Werkelijk Welzijn (or J.M. Groot) excludes any liability for direct or indirect damage arising from or related to the use or application of information, products or services. Werkelijk Welzijn reserves the right to amend these General Terms and Conditions for the future. Amendments shall only enter into force once clearly communicated by Werkelijk Welzijn.

Should any provision of these General Terms and Conditions be declared invalid pursuant to legislation, regulations or a final ruling of a competent court, all remaining provisions shall remain in full force and effect.

Article 1. Definitions

Orthomolecular Therapist / Service Provider:

The natural person or legal entity who has accepted the assignment, being in this case Mr J.M. Groot.

Client:

The natural person who has instructed the Orthomolecular Therapist to perform services, treatments or consultations.

Article 2. Applicability

These General Terms and Conditions apply to all offers and agreements concluded between the aforementioned Orthomolecular Therapist and the Client.

These Terms and Conditions shall also apply to agreements with Werkelijk Welzijn where third parties are engaged for the performance of the agreement.

If a situation arises between the parties that is not regulated by these General Terms and Conditions, such situation shall be assessed in the spirit of these Terms and Conditions.

Article 3. Performance of the Treatment Agreement

The treatment agreement is the agreement between the Orthomolecular Therapist and the Client under which the therapist may perform screening, examinations, provide advice and implement a treatment plan in order to address the Client's request for assistance.

The Orthomolecular Therapist shall provide the Client with information regarding the treatment at all stages thereof. The treatment shall be performed to the best of her knowledge and ability and in accordance with the standards of good professional practice. The Orthomolecular Therapist undertakes a best endeavours obligation (obligation of effort), based on the state of scientific knowledge at that time.

The Client shall ensure that all information reasonably relevant to the proper execution of the treatment is communicated in a timely manner and undertakes to provide all relevant information during the anamnesis consultation.

The Orthomolecular Therapist shall refer the Client to a colleague therapist or medical practitioner if the treatment is not appropriate and/or insufficient.

The Orthomolecular Therapist shall not be liable for any damage arising from incorrect and/or incomplete information provided by the Client.

The agreement is formed and commences at the first consultation and continues until the treatment is concluded.

The agreement is entered into for an indefinite period or for the duration of the treatment, unless the nature of the assignment implies a fixed term, for example in the case of courses.

Amendments or additions to the agreement shall only be valid after confirmation by both parties in writing, or in the case of an individual consultation, verbally.

The Orthomolecular Therapist is entitled to have certain activities performed by third parties. The applicability of Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is expressly excluded.

Article 4. Amendment of the Agreement

If during the performance of the treatment it becomes necessary to amend or supplement the services, the parties shall adjust the treatment in mutual consultation.

The Orthomolecular Therapist shall inform the Client, as far as reasonably possible, of any financial consequences of such amendments.

The Orthomolecular Therapist is entitled at all times to terminate the agreement without stating reasons, without refund of previous consultations and/or purchased supplements.

Article 5. Termination

Both the Client and the Orthomolecular Therapist may terminate the agreement at any time, subject to the standard cancellation period of 48 hours (see Article 7).

The Orthomolecular Therapist may terminate the agreement unilaterally, stating reasons, if continuation cannot reasonably be required.

Article 6. Force Majeure

If the Orthomolecular Therapist is unable to fulfil her obligations due to a cause not attributable to her, those obligations shall be suspended until performance becomes possible again in the agreed manner.

Article 7. Cancellation

Appointments must be cancelled by telephone, WhatsApp, SMS, voicemail or email at least 24 hours prior to the appointment.

If cancellation occurs less than 24 hours before the consultation, the full consultation fee shall be payable due to the reserved time.

The Orthomolecular Therapist is reasonably entitled to reschedule an appointment and shall notify the Client at least 24 hours in advance, offering the most favourable alternative time.

Article 8. Confidentiality

Both parties are mutually obliged to maintain confidentiality regarding all confidential information obtained in the context of the agreement. Information shall be regarded as confidential if communicated as such or if its nature implies confidentiality. Medical information shall in any event be deemed confidential.

Article 9. Complaints

The Orthomolecular Therapist is affiliated with the **Collectief Alternatieve Therapeuten (CAT)**.

If the Client has any complaints regarding the treatment, it is advisable to first discuss these directly with the Orthomolecular Therapist. Should a personal consultation or mediation not lead to a satisfactory resolution, the Client may submit a formal complaint in accordance with the complaints procedure of CAT.

The Client may refer the complaint to the appropriate complaints body or disciplinary procedure as designated by CAT, in accordance with the applicable regulations of the professional association.

Article 10. Payment

Payment must be made within 7 days of the invoice date by bank transfer to the account specified by the Orthomolecular Therapist.

After expiry of this period, the Client shall be in default by operation of law and statutory interest shall be payable.

After two payment reminders, the claim may be transferred to a debt collection agency and/or bailiff. All judicial and extrajudicial collection costs shall be borne by the Client.

Article 11. Liability

The liability of the Orthomolecular Therapist shall be limited to the amount paid out under her professional liability insurance.

The services provided constitute a best endeavours obligation.

No medical guarantee is provided. The Orthomolecular Therapist shall not be liable for medical complications unless caused by wilful misconduct or gross negligence.

The Orthomolecular Therapist shall not be liable for consequential damage, loss of profit, loss of savings, business interruption or damage resulting from failure to follow advice properly.

In all cases, liability shall be limited to the amount invoiced to the Client.

The Client shall take all reasonable measures to mitigate damage.

The Orthomolecular Therapist is not responsible for the quality or composition of supplements or natural remedies advised; responsibility lies with the supplier.

Advice and offers resulting from treatments are valid for a maximum of three months unless renewed in consultation.

Limitations of liability do not apply in cases of wilful misconduct or gross negligence.

Article 12. Fees

The Orthomolecular Therapist may increase agreed prices and fees due to cost increases, including materials, services, shipping, wages, taxes or government measures.

If a Client arrives late, this time shall be deducted from the consultation time.

The Orthomolecular Therapist reserves the right to amend fees.

Article 13. Indemnity

The Client shall indemnify the Orthomolecular Therapist against third-party claims arising from causes not attributable to the therapist. All resulting costs shall be borne by the Client.

Article 14. Governing Law and Disputes

All agreements are governed by Dutch law.

The District Court of Midden-Nederland shall have exclusive jurisdiction, unless mandatory law provides otherwise.

Parties shall first attempt to resolve disputes amicably before initiating legal proceedings.

These General Terms and Conditions may be amended at any time. Amendments shall also apply to existing agreements unless expressly agreed otherwise in writing.

BrainLivantris

Amersfoort, 2026