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Officially recognized since 2017

GAT GENERAL TERMS AND CONDITIONS for Alternative or Complementary Therapists

Drawn up in Zoetermeer (the Netherlands) on 1 April 2019

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1. Applicability

a. These terms and conditions apply to and form part of all current and future offers, contracts and other activities that are intended to have legal consequences and which involve Jeroen Duenk, Equine Osteopath, (registered in the trade register of the Chamber of Commerce under number 57708444) or its owner(s) or director(s) or one of its owners(s) or director(s), henceforth referred to as "the care provider", as well as to all consequences of the above.

b. Any deviations from these general terms and conditions are valid only if they have been explicitly agreed in writing by the parties. The customer cannot derive any rights pertaining to future contracts from such an explicitly agreed written deviation.

c. Other general terms and conditions, including those of the customer, however stated or named, do not apply to the legal relationship between the parties and are rejected in advance.

2. Terms

For the purposes of this contract, the following terms should be understood to mean:

a. Care provider: a therapist (whether a natural person or a legal entity) affiliated to one (or more) recognized professional organization(s) named CAT;

b. Contract: a (treatment) contract entered into by the care provider and the customer;

c. Parties: the care provider and the customer;

d. *Wkkgz*: *Wet kwaliteit klachten en geschillen zorg*, the Dutch Healthcare Quality Complaints and Disputes Act.

3. Acceptance of offers

All offers made by the care provider are non-binding and revocable, even if they quote a period during which the offer remains in force. In the case of information provided verbally, an offer is deemed to have been made only once it has been confirmed in writing by the care provider.

A contract is formed when the customer accepts a price quotation in writing or verbally confirms his or her agreement with a price quotation. If the customer makes any changes to the price quotation, the contract does not come into effect until the care provider has agreed to these changes in writing.

A contract may cover either one single treatment or a course of treatment.

4. Duration of contract and dissolution

a. Unless otherwise stipulated in the contract, a contract is entered into for the duration of a course of treatment or for one single treatment. At the end of the agreed contract period, the contract may be renewed by explicit or tacit agreement between the two parties.

b. Without prejudice to the right to compensation for costs, damages and interest, each party is entitled to dissolve the contract with immediate effect by registered letter without recourse to the courts if;

- the other party fails to comply with one or more of its obligations and still fails to comply with its obligations within a time limit set in a registered letter, unless the failure or failures is or are of such a nature or of such lesser importance that it or they does or do not reasonably justify the dissolution of the contract;

- the other party files for bankruptcy or is declared bankrupt or applies for or is granted a suspension of payments, or measures are taken indicating that the other party's company is on the point of closing down or ceasing to trade.

c. Any right by the customer to offset any amounts owed to the care provider against any amounts owed by the care provider to the customer is expressly excluded. The care provider is at all times entitled to offset any amounts that the customer owes to the care provider against any amounts that it owes to the customer.

5. Cancellation

a. Any appointment made under a contract may not be cancelled later than 48 hours before the agreed time of the appointment in question.

b. The following conditions apply to the cancellation of appointments:

- In the event of cancellation no later than 48 hours before the agreed time of an appointment, the customer will not be charged any fee.

- In the event of cancellation later than 48 hours but no later than 24 hours before the agreed time of an appointment, the customer will be charged 50% of the agreed fee.

- In the event of cancellation later than 24 hours before the agreed time of an appointment, the customer will be charged 100% of the agreed fee.

- If an appointment is postponed to a later date at the customer's request, the customer will not be charged a fee if the appointment is postponed no later than 48 hours before the time agreed of the appointment. If an appointment is postponed later than 48 hours before the agreed time, the customer will be charged 50% of the agreed fee. If an appointment is postponed later than 24 hours before the agreed time, the customer will be charged the full value of the fee agreed.

- If an appointment is not cancelled or is not cancelled within the stated time limit, the care provider is entitled to charge for the service(s) concerned, without prejudice to his or her right to payment of all costs incurred by him or her in this regard.
- The care provider is entitled, within reasonable limits, to change a previously scheduled appointment.

6. Confidentiality, file management and right of inspection

- a. The care provider will treat all information concerning the customer that he or she obtains in the course of performing his or her services as confidential and will not disclose this information to third parties, except to the extent that the care provider is obliged to do so or has obtained permission to do so.
- b. The care provider will impose a duty of confidentiality as described in Article 1 on his or her employees and any third parties engaged in the performance of his or her services.
- c. The care provider will provide reports on treatments or treatment processes at the customer's request, with due observance of the General Data Protection Regulation (GDPR).

7. Force majeure

If the care provider is unable to discharge his or her obligations under the contract, or cannot discharge them either on time or properly due to circumstances that cannot be attributed to the care provider, including but not limited to: the interruption of business operations at the care provider's organization, illness of one or more of the persons responsible for performing the contract, etc., the care provider's obligations will be suspended until he or she is able to fulfil these obligations.

8. Invoicing and payment

- a. All prices are denominated in euros (€). All prices include VAT or sales tax, unless it is explicitly stated that VAT or sales tax is not included.
- b. Private customers must immediately pay the therapist or naturopath for any services provided, as soon as the services in question have been provided and upon presentation of an invoice.
- c. Services provided to customers who are not private individuals will be invoiced by the care provider as agreed.
- d. Invoices are based on the fees and numbers of treatments agreed by the parties at the start of the treatment or course of treatment.
- e. Unless otherwise agreed in writing, the customer must pay the care provider within 14 days of the invoice date, without any right of set off.
- f. If there is an increase in one or more price factors after the date on which the contract is formed, the care provider is entitled to increase the agreed price accordingly.
- g. The care provider is entitled to increase the agreed price each year.

h. If the parties have agreed on a treatment trajectory, they may agree in writing to payment being made in instalments.

i. The customer is automatically in default without notice of default being required if the time limit for payment is exceeded. The care provider is entitled to suspend his or her obligations to perform services with effect from the date on which the time limit ends. The care provider will inform the customer in good time of the suspension of his or her services. The customer will be charged interest at the statutory rate on the outstanding amount with effect from the date referred to above. The customer will also be liable for all out-of-court collection costs. Collection costs include the costs of lawyers, bailiffs and debt collection agencies, and are set in accordance with the applicable or customary rates.

9. Liability

a. The care provider is subject to a best-efforts obligation in relation to the performance of his or her services.

b. The care provider does not provide any guarantees, medical or otherwise, nor is he or she in any way liable to the customer for any medical or other complications arising either when or after the services are performed which are not due to a serious attributable shortcoming on the part of the care provider.

c. The care provider is not liable in any way for any consequential loss or damage.

d. The care provider is not liable for any loss or damage caused by the customer's failure to properly follow any advice given by the care provider either verbally or in writing.

e. The care provider's liability for any loss or damage arising from the services provided by him or her – or, where appropriate by persons not employed by him or her – is limited to the cost of one single treatment.

f. In all cases, the care provider's liability is limited either to the amount charged to the customer or to the amount covered by the liability insurance taken out by the care provider.

g. The care provider is in no way liable for the quality and composition of the aids, supplements, medicines, etc. he or she recommends.

10. Applicable law and disputes

a. The care provider's services are governed by Dutch law.

b. Any disputes arising from or related to the services provided by the care provider will be adjudicated exclusively by the competent court.

11. Other provisions

a. If one or more articles of these General Terms and Conditions are declared null and void, this will not affect the validity of the remaining articles of these General Terms and Conditions.

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