



## **Terms and Conditions**

### **Kühler & Partners International Mental Health**

#### **1. Applicability of the terms**

1.1 These terms and conditions apply to the agreement between the client and Kühler & Partners International Mental Health, whereby the client is in treatment at Kühler & Partners International Mental Health.

1.2 The present terms and conditions also apply to the agreement reached between the client and Kühler & Partners International Mental Health, where the client makes use of Kühler & Partners International Mental Health other services.

1.3 If a situation should arise between the client and Kühler & Partners International Mental Health that is not covered by these terms and conditions or if there is any uncertainty about the explanation of these terms, then this situation should be assessed in accordance with the spirit of these terms and conditions.

1.4 If any of these Terms and Conditions are considered null and void, the remaining terms and conditions will continue to be valid.

#### **2. The agreement**

2.1 Kühler & Partners International Mental Health offers a mental healthcare treatment agreement that complies with the professional standards and is based on the consultation between the client and Kühler & Partners International Mental Health.

2.2 The agreement between client and Kühler & Partners International Mental Health will only be made if: (1) the client or his representative has announced that he wishes to enter into the agreement and (2) Kühler & Partners International Mental Health is reasonably of the opinion that the client's request for assistance based on the possibilities offered by Kühler & Partners International Mental Health can be met. If that is not the case, the client will be notified as soon as possible. Kühler & Partners International Mental Health is not liable for compensation for costs or damage due to failure to participate in treatment.

2.3 If deviation from the treatment plan is necessary, consultations will be held between client and Kühler & Partners International Mental Health, unless immediate deviation is deemed necessary to avoid serious damage to the client; In that case, Kühler & Partners International Mental Health and client consultations will take place as soon as possible after the deviation.

2.4 The agreement is valid for the duration of the treatment.

#### **3. Termination of the agreement**

3.1 The agreement ends: (1) With the agreement of both parties; (2) Following a unilateral termination of the agreement by the client; (3) Following a unilateral termination by Kühler & Partners International Mental Health in accordance with the provisions of Article 4; (4) On transfer to another care institution; (5) Client's death.

#### **4. Termination of the agreement by Kühler & Partners International Mental Health**

4.1 Kühler & Partners International Mental Health is entitled to terminate the agreement if: (1) Client fails to fulfill his responsibilities as outlined by the agreement; (2) Client commits crimes of such a serious nature that clearly affect the relationship with the treatment providers, that the



# Kühler & Partners

INTERNATIONAL MENTAL HEALTH

agreement can no longer be reasonably expected to continue by Kühler & Partners International Mental Health;

(3) If the client's demand for care and/or treatment changes to such an extent that Kühler & Partners International Mental Health cannot reasonably be expected to continue the agreement.

(4) Kühler & Partners International Mental Health has not heard from a client for a certain period of time during the treatment. The length of this period is recorded in the treatment plan at the start of treatment.

(5) Payment or compensation for the provided care is not being made; However, Kühler & Partners International Mental Health can supersede this if Kühler & Partners International Mental Health deem that discontinuation of treatment at that time would be irresponsible in the case of necessary care.

4.2 If the agreement is terminated, Kühler & Partners International Mental Health financial claims on the client are immediately due.

## 5. Care and principles

5.1 All services provided by Kühler & Partners International Mental Health are performed to the best of our abilities. Kühler & Partners International Mental Health works in accordance with the BIG, WGBO, WBP, BOPZ and Quality Law Care Centers Act. The client is responsible for the choices made at all times.

5.2 Kühler & Partners International Mental Health treats the client with respect.

## 6. Quality

6.1 The client will receive the most appropriate guidance from Kühler & Partners International Mental Health to achieve the agreed upon set goals, without guaranteeing the result. The result also depends greatly on the cooperation of the client.

6.2 Before the agreement is reached, thorough information is provided on the rights and obligations of both parties, the form, duration and content of the care and costs to be provided.

6.3 The care to be delivered and progress of the treatment will be evaluated on a regular basis.

6.4 Kühler & Partners International Mental Health is free, without giving due cause, to provide another care provider from within the organization without compromising on the quality of care. This takes into account the client's interest at all times.

## 7. Obligations of the client

7.1 The Client is obliged to provide all the details and documents, in a timely manner, in the desired format as required by Kühler & Partners International Mental Health for the proper implementation of the treatment agreement.

7.2. The client is obliged to inform Kühler & Partners International Mental Health of facts and circumstances that may influence or be important for the proper execution of the agreement.

7.3 The client is responsible for the accuracy, completeness and reliability of the data and documents provided to Kühler & Partners International Mental Health.

7.4 Kühler & Partners International Mental Health expects the client to follow reasonable advice and to act in accordance with the agreements over the course of a treatment

## 8. Dossier, confidentiality and privacy

8.1 Kühler & Partners International Mental Health keeps documentation of the provided care.



# Kühler & Partners

INTERNATIONAL MENTAL HEALTH

8.2 The information provided by the client is treated as confidential. This will only be used in so far as is required for a proper execution of the agreement.

8.3 The client is entitled to access the documentation relating to her or his agreement. Perusal by the client or copying of the documentation will not be allowed if not allowing this is necessary in order to protect the privacy of others.

8.4 Kühler & Partners International Mental Health, without the written consent of the client, provides no (insight into) data about the client to third parties except in compliance with a legal obligation. Third parties do not mean those who are directly involved in the execution of the contract and the representation of the client, insofar as the disclosure of the data and inspection is necessary for the work and duties to be performed by them.

8.5 Kühler & Partners International Mental Health is bound by confidentiality unless serious circumstances makes disclosure imperative. This confidentiality continues to remain intact even after the termination of the contract is concluded with the client.

8.6 After termination of the agreement, the documented documentation is kept for at least 15 years.

## 9. Liability

9.1 If it appears that Kühler & Partners International Mental Health fails to fulfill its obligations, it can only be held liable in the case of intentional or gross negligence. This liability is limited to direct damage and to the maximum compensation that the client pays for following treatment at Kühler & Partners International Mental Health. Kühler & Partners International Mental Health cannot be held liable for indirect damage and consequential damage.

9.2 Kühler & Partners International Mental Health is not liable for any damage to third parties, for any reason, arising from conduct or actions by the client.

9.3 The therapist does not give advice on decisions or changes in one's life. The therapist only supports the client's own process and client's own choices. The client is at all times responsible for his own choices, behaviors and the consequences thereof. The therapist is not responsible, let alone liable, for any decisions or changes made in the life of the client.

## 10. Rates and changes

10.1 For the implementation of the agreed care, Kühler & Partners International Mental Health applies the rates set by the NzA (Dutch Care Authority) to clients aged 18 years and older. For clients under the age of 18, Kühler & Partners International Mental Health applies the Kühler & Partners Kids & Teens rates.

10.2 Rates can be changed either by the NZa or Kühler & Partners International Mental Health Kids & teens if applicable.

10.3 The treatment session that has been cancelled less than 24 hours in advance will be charged as no show for the amount of € 100.

## 11. Payment and billing

11.1 Kühler & Partners International Mental Health will issue invoices per month for all therapy provided during the previous month.

11.2 Clients are required to pay the costs of the treatment provided by Kühler & Partners International Mental Health in accordance with the guidelines of its factoring and collection agency INFOMEDICS B.V.

11.3 If payment is not made within the specified payment period, a notice will be sent to the client, which should be considered as a default notice. In the absence of payment after the reasonable



# Kühler & Partners

INTERNATIONAL MENTAL HEALTH

period stated in the notice, the client is in default. The default of the client is a failure to comply with the obligations under the agreement between the client and Kühler & Partners International Mental Health. This shortcoming has consequences as stipulated by the law attaches to such shortcomings and a reimbursement of costs incurred by the client.

11.4 Treatment can be suspended if client remains in default.

## **12. Complaints**

12.1 In case of a complaint by a client, Kühler & Partners International Mental Health will act in accordance with the Complaints Procedure.

## **13. Finally**

13.1 Each agreement between the client and Kühler & Partners International Mental Health is governed by Dutch law.