

General Terms and Conditions for Acupuncture Practice

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Article 1. General

1. These general terms and conditions apply to all agreements regarding the delivery of goods and services from MTNeedle, hereinafter referred to as "the Contractor".
2. The provisions of these general terms and conditions can only be deviated from if an express written agreement has been reached between all parties involved.
3. In these general terms and conditions, the Client is understood to mean: the natural or legal person who purchases goods or services from the Contractor on the basis of an agreement.
4. The applicability of any purchase or other conditions of the Client is explicitly rejected.
5. Where in these terms and conditions reference is made to "full treatment", this refers to all treatments that are performed with the aim of counteracting the Client's original health complaints.
6. If there is uncertainty about the interpretation of one or more provisions of these general terms and conditions or a situation arises that is not regulated in these general terms and conditions, the explanation must take place "in the spirit" of these provisions.
7. If the Contractor does not always demand strict compliance with these conditions, this does not mean that the provisions thereof do not apply, or that the Contractor would lose the right to demand strict compliance with the provisions of these conditions in other cases.
8. If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or destroyed, the other provisions in these general terms and conditions will remain fully applicable. The Contractor and the Client will then enter into consultation in order to agree on new provisions to replace the invalid or voided provisions, whereby the purpose and purport of the original provisions are observed as much as possible.

Article 2. Establishment of the agreement

1. This is understood to mean that the Client has made an oral or written agreement with the Contractor for a single or complete treatment.
2. The Contractor is entitled to suspend the activities if the Client does not provide security at his request for payment and other obligations arising from the agreement, without prejudice to the Client's obligation to reimburse the activities already performed and costs incurred by the Contractor.

Article 3. Fees

1. The Client is deemed to be aware of and agree to the rates charged by the Contractor.



2. Payment must be made within 14 days of the invoice date, stating the invoice number. (or: must take place immediately after the treatment. In that case, state when proof of payment or invoice is provided.)
3. After the conclusion of the agreement, the Contractor is entitled to changes in the cost price of the performance(s) owed by the Contractor, as a result of increased labour and material costs, social security contributions, government levies, exchange rates and other unforeseen to pass on circumstances to the client, insofar as this can be considered reasonable.
4. Any appointment, whether or not treatment has taken place or which has not been cancelled at least 24 hours in advance, will be charged.
5. Complaints regarding the invoices and invoice prices must be submitted in writing and must be received by the Contractor within five days of the invoice date, failing which complaints in this regard will no longer be accepted and the client is deemed to agree with the contents of the invoice. The obligation to pay is not suspended by the submission of a complaint.
6. If the Client fails to pay an invoice on time, the Client is in default by operation of law. The Client will then owe an interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest is due. The interest on the due amount will be calculated from the moment that the Client is in default until the moment of payment of the full amount due.
7. If the Client is in default or in default in the (timely) fulfilment of its obligations, all reasonable costs incurred in obtaining settlement out of court will be borne by the Client. The extrajudicial costs are calculated on the basis of what is customary in Dutch collection practice. However, if the Contractor has incurred higher collection costs that were reasonably necessary, the costs actually incurred will be eligible for reimbursement. Any judicial and execution costs incurred will also be recovered from the Client. The Client also owes interest on the collection costs due.
8. When ordering goods, the Client is obliged to purchase all goods ordered. Goods delivered by the Contractor cannot be returned or exchanged regardless of the condition of the packaging.

Article 4. Liability

1. The Contractor will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the state of the art at that time.
2. The Client will ensure that all data, of which the Contractor indicates that they are necessary (for example pregnancy or possible pregnancy), or of which the Client should reasonably understand that they are necessary for the performance of the agreement, are sent to the Contractor in a timely manner and are provided. The Contractor is not liable for damage, of whatever nature, caused by the fact that the Contractor has relied on incorrect and / or incomplete information provided by or on behalf of the Client.
3. The Contractor is not liable for any unexpected side effects of the treatment of which before starting the treatment there was not sufficient reason to believe that these side effects might occur.
4. The Contractor is also not liable for the absence of the intended effect during or after a treatment.



5. If the Contractor should be liable for any damage, the Contractor's liability is limited to a maximum of twice the invoice value of the treatment. The liability of the Contractor is in any case always limited to the amount paid out by his insurer, where appropriate.
6. The Contractor is only liable for direct damage. Direct damage is exclusively understood to mean the reasonable costs to determine 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 remedy the defective performance of the Contractor. agreement, insofar as these can be attributed to the Contractor and reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to limitation of direct damage as referred to in these general terms and conditions. The Contractor is never liable for indirect damage, including consequential damage, lost profit, lost savings and damage due to business interruption.
7. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of the Contractor.
8. If certain parts of the Agreement are fulfilled by third parties, the Contractor is not liable for these parts and for the actions of these third parties.

Article 5. Processing of data (adaptation to practical situation)

1. In the context of the GDPR, personal and medical data are recorded that are necessary for the execution of the treatment agreement (the basis).
2. The data will be kept for 15 years after the last treatment unless the Client itself indicates in writing that the data must be destroyed earlier.
3. The client has the right to inspect, correct and delete his own data (data portability).
4. The personal data is stored in a database with encryption. The database can be accessed with a password protected program. Computers on which this program is installed are also protected with a password.
5. Treatment agreements are scanned and stored in a folder with encryption.
6. A processor agreement as referred to under the GDPR has been concluded with parties who have access to the data necessary to execute the agreement.
7. All processed data and the purpose of the processing are recorded in a Processing Register as referred to under the GDPR. This can be viewed on request.

Article 6. Applicable law and disputes

1. These General Terms and Conditions and all matters to which these terms and conditions apply are governed by Dutch law.
2. According to the Healthcare Quality, Complaints and Disputes Act (Wkkgz), a Contractor is the first designated person to make efforts to resolve a conflict with a Client. There is a legal term of maximum 6 weeks for this. If you cannot reach an agreement or communication is no longer possible, the complaints officer of the Dutch Association for Acupuncture, to which the Contractor is affiliated. If necessary, you can contact the secretariat of the Dutch Association for Acupuncture.
3. In the event of a dispute between the Contractor and the Client about the treatment, the Client, after the intervention of the Complaints Officer, has the option of submitting a



complaint to the Disputes Authority KAB. (NB If the Contractor is employed, there may be a different complaints officer and disputes body than mentioned above.)

4. In the event of a dispute between the Contractor and the Client about the handling of personal and medical data, the Client has the option of submitting a complaint to the Dutch Data Protection Authority.
5. The parties will only appeal to the court or supervisor after they have made every effort to settle a dispute in mutual consultation.

Article 7. Location and change of conditions

1. The most recent version or the version that applied at the time of the establishment of the legal relationship with the Contractor is always applicable.

