



Kim O'Meara | Psychologist

General Terms & Conditions

I. General

These General Terms & Conditions apply to every offer, every quotation and any agreement between Kim O'Meara | Psychologist ("Counselor") and a client (that has entered into an agreement with Counselor, "Agreement"). Any deviations from these General Terms & Conditions are only valid if these have been explicitly agreed in writing.

II. Agreement

1. Counselor will execute the Agreement in accordance to the best of his/her knowledge and ability and in accordance with the requirements of good perform craftsmanship.
2. You will ensure that all data, of which Counselor indicates that these are necessary or of which you should reasonably understand that this is necessary will be provided to Counselor in a timely manner for the execution of the Agreement.
3. The agreement is valid for an indefinite period, unless the Parties expressly and in writing agree otherwise. Both Parties are allowed to end the Agreement for no reason at all times. Both Parties have the right to suspend the Agreement if the other Party does not meet its obligations following from the Agreement.
4. If the Agreement has ended, Counselor's claims under the Agreement are immediately due and payable. If Counselor suspends the fulfillment of his/her obligations, Counselor reserves its rights on the basis of the law and the Agreement.

III. Payment terms

1. Any objections with regard to the amount of the invoices do not suspend the payment obligation.
2. If you fail to pay within the period of 21 days then you are in default by operation of law. In that case, you owe an interest of 1% per month, unless the legal interest is higher, in which case the legal interest applies. The interest on the amount due will be calculated from the moment that you are in default until the moment of satisfaction of the full amount.
3. If you fail to pay within the period of 21 days then you are legally in default and I can, without being in default, decide to suspend the provision of services to you or to suspend the agreement with you with immediate effect. I will inform you of my possible intention to suspend the services or termination of the agreement in writing.
4. If you are in default or in default of complying with one or more of your obligations, all reasonable costs in or outside court will be your expenses.
5. Counselor reserves the right to annually (1 January) adjust the fee.

IV. Confidentiality and Privilege

Both parties are bound to secrecy of all confidential information they receive under their agreement or from another source. Information is considered confidential if this has been communicated by the other party or if this arises from the nature of

the information. If, on the basis of a legal provision or a court decision, Counselor is bound to provide confidential information to a third party (e.g. designated by law (incl. ethical reasons) or the competent court) and Counselor cannot rely on a legal or by the competent court recognized or permitted right of non-disclosure, then Counselor is not obliged to pay compensation.

V. Personal Information and Privacy

Your personal and medical information will be processed in accordance with the applicable laws and regulations, all in accordance with Counselor's Privacy Statement.

VI. Liability

1. Any liability for Counselor is limited to direct damages and always limited to a maximum of the amount of the payment by Counselor's insurer in that specific matter.
2. Any liability at Counselor's side for indirect damages is excluded, including consequential loss, loss of profit, lost savings, damages due to business interruption, emotional damages or damages resulting from your decisions taken, whether or not in consultation with Counselor. You are at all times responsible for your choices.
3. The limitation of the liability for direct damages does not apply if the damages follow from intent or gross negligence on the part of Counselor or its subordinates.

VII. Applicable law and jurisdiction

1. Dutch law applies to these General Terms & Conditions, as well as to all Agreements and legal relationships made between the client and Counselor.
2. The courts of Amsterdam shall have exclusive jurisdiction over any dispute arising out of or in connection with any Agreement and/or these General Terms & Conditions.
3. The parties will only appeal to the courts after they have made every effort to settle a dispute by mutual agreement.

VIII. Miscellaneous

1. If one or more of the provisions in these General Terms & Conditions are null and void or should be destroyed, the other provisions of these General Terms & Conditions apply in full. The parties will then enter into consultation with regard to new provisions to replace the invalid or nullified provisions, where and for as much as possible the purpose and scope of the original provisions are observed.
2. A copy of these General Terms & Conditions will be provided upon request via contact@kimomeara.com.
3. These General Terms & Conditions may be amended from time to time.

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