



DESIGN THERAPY

# Terms & Conditions

version July 2022

## 1. Applicability

- These general terms and conditions apply to all services and agreements of or with Design Therapy by Pixel Story Studio | System Therapy, Chamber of Commerce number 69914419 in Amsterdam

## 2. Company Description

- Design Therapy | Systemic therapy is an independent one-man practice for systemic therapy, individual, couples therapy, family therapy and coaching. Julika Lomas is qualified as a member in training at the NVRG. For more information and to sign up for these services, see [www.designtherapy.org](http://www.designtherapy.org)

## 3. Definitions

- Design Therapist / Therapist : Design Therapy | Systemic therapy.
- Client: Person receiving the services (in the case of minors, the parent(s) with parental authority or legal representation). In a family or couple, all members (except minors) are responsible and liable for the fulfillment of the agreement.
- Agreement: a digitally recorded contract between the Client and the design therapist or the quotation after (digital) acceptance thereof. An assignment can also be established through an oral agreement, such as arranging a consultation

## 4. Execution of the Agreement

- The design therapist will perform the terms of the agreement to the best of his/her knowledge and ability and in accordance with the requirements of good workmanship and its professional code.
- The design therapist has a best efforts-based obligation towards the Client; never a results-based obligation.
- The Client shall ensure that all data, which the design therapist indicates to be necessary, is provided to the design therapist in a timely manner, including the correct and latest applicable name and address details. At the first request, the Client will send a copy of their ID to the Assignment and a recent bank statement.
- The practical implementation of the agreement consists of conducting interviews, which usually last 60-90 minutes each.
- The services are provided at the location where the design therapist is located or online via video call, unless otherwise agreed.
- The design therapist is never obliged to conduct conversations with the Client.

- If a term has been agreed for completion within the term of the assignment, this is not a strict deadline. If the execution term is exceeded, the Client must therefore give the design therapist written notice of default.
- The agreement is entered into for an indefinite period of time unless the parties expressly agree otherwise in writing.
- The agreement can be terminated by both the Client and the design therapist without stating reasons. Termination must be made in writing or by email.
- If the design therapist refers the Client to (an) other practitioner(s), the design therapist is not responsible and liable for the suitability of this person. The Client is responsible for assessing whether they accept the design therapist's suggestion for a referral.
- Upon termination of the agreement, the Client is obliged to pay the design therapist outstanding bills and scheduled consultations that were canceled too late as a result of the termination.

## 5. Rates

- All rates are stated in the quotation offered by the design therapist to the Client or can be viewed on the website [www.designtherapy.org](http://www.designtherapy.org)
- The rates of design therapy are exempt from VAT.
- The services for the above therapies are not covered by reimbursed care/health insurance.
- The practitioner may – without prior written notification – increase the rate agreed in the quotation as of 1 January of each calendar year by a maximum of the percentage of inflation in the previous year provided by Statistics Netherlands.

## 6. Payment Terms

- Payments must be made by the Client in cash, via pin or by bank transfer within 14 days of receipt of an invoice, unless otherwise agreed in advance.
- In the event of late payment, the Client is legally in default. The design therapist will then send a payment reminder and will transfer it to a collection agency if the payment obligations are not met. As a result, the Client owes default interest equal to the applicable statutory interest from the due date. If the design therapist hands over their claim against the Client for collection, the Client will owe all judicial and extrajudicial costs associated with collection.
- The Client must notify the design therapist in writing or by e-mail of any objections to the invoice of the design therapist within five days of the invoice date.

## 7. Reschedule/ Cancel Appointments

- The design therapist reserves the right to cancel or reschedule appointments free of charge
- In case of cancellation or rescheduling of conversations by the Client within 24 hours before the start of a conversation, 100% of the agreed amount will be charged to the Client. Calls canceled or rescheduled at least 48 hours in advance will not be charged.
- Saturdays and Sundays are not included in this 24 hour rule. A cancellation on Saturday or Sunday is in that sense regarded as a cancellation on Monday.

## 8. Confidentiality

- Parties are obliged to maintain the privacy of all confidential information that they have obtained from each other or from another source in the context of the agreement. Information is considered confidential if this has been communicated by the other party or if the nature of the information is confidential. All calls are handled according to the highest privacy standards. Nothing discussed is intended to be communicated externally without the consent of both the design therapist and the Client. However, as a person covered by Dutch law, it is the design therapist's duty to report activities that are contrary to the law to the aforementioned authorities.
- The principle of confidentiality applies to all means of communication. Unless otherwise agreed in advance, only the design therapist and the Client are the ones who see the communication through their agreed mediums. Parties should be aware that digital media is managed by third parties and therefore cannot be regarded as strictly confidential.

## 9. Liability

- The design therapist is never liable for emotional damage or damage resulting from decisions or actions taken by the Client, whether or not in consultation or after discussions with the design therapist.
- The design therapist is only liable for direct damage. The design therapist is never liable for indirect damage, including consequential damage, lost profit, lost savings and damage due to business interruption or immaterial damage.
- If the design therapist is liable for direct damage, this liability is limited to a maximum of the invoice amount for the session to which it relates and in any case to the amount of the payment to be made by the design therapist's insurer in the appropriate case.
- The Client is at all times responsible for their choices, behavior and the consequences thereof, both during the time that the Client and design therapist spend together and afterwards.

## 10. Retention of Property

- All items delivered and lent by the design therapist, possibly including tests, cards, games, sketches, software, books, drawings, exercises, etc., remain the (intellectual) property of the design therapist, are exclusively intended for use by the Client and may not be reproduced, made public, or made known to third parties without the design therapist's prior permission.

## 11. Complaints Procedure and other Provisions

- Complaints about the work performed must be reported in writing by the Client to the design therapist within 8 days after the subject of complaint but at the latest within 14 days after completion of the work in question. The complaint must contain as detailed a description as possible of the shortcoming, so that the design therapist is able to respond adequately.
- The following applies to all services that can be described as: "Individual Therapy", "System Therapy" "Relationship Therapy" or "Family Therapy". If no agreement is reached in accordance with the regulation in Article 12a, the Client can make use of the Complaints and Disciplinary Law regulation of the Dutch Association for Relationship & Family Therapy ([www.nvrg.nl](http://www.nvrg.nl)).

- For a complaint, the client must always address the therapist who is performing the treatment. The design therapist can play a mediating role.

## 12. Notes & (Special) Personal Data

- The Client is aware that the design therapist needs special and general Personal Data (as referred to in the GDPR) from the Client in order to be able to perform the assignment expertly.
- The design therapist makes paper (and digital) notes of what is discussed during the therapy sessions, supplemented by their own notes and saves this data if necessary, as long as the therapy sessions continue until two years after the last therapy session. Notes and files belonging to the design therapist remain in the management of the practice and are not shared with Clients. The Client gives the design therapist explicit permission for this by accepting the 'General Terms and Conditions' on the website, or by entering into an agreement.
- The Client also gives the design therapist permission to destroy notes after the last (scheduled) conversation between the parties.
- The design therapist's privacy statement applies mutatis mutandis to this agreement. The privacy statement can be found at: [www.designtherapy.org](http://www.designtherapy.org).
- Information to third parties is only possible with the Client's permission. If the Client wishes to share information with the Client's GP, it is customary to write the GP a (short) letter about the treatment.

## 13. No Crisis Service

- The design therapist does not have a crisis service. If the Client cannot get in touch with the design therapist in the event of a crisis, the Client must contact their GP (during office hours) or the GP posts (outside office)

## 14. Change of Terms

- The version applicable at the time of the conclusion of this agreement is always applicable. In the event of an extension, the then current terms and conditions apply.

## 15. Governing Law

- The offers made and agreements entered into by the design therapist are exclusively governed by Dutch law.

## 16. Dispute Resolution

- All disputes of whatever nature related to/resulting from agreements entered into and services rendered or deliveries are adjudicated by the competent court in Amsterdam.