



## Article 1 – Definitions

In these general terms, the terms mentioned hereafter will be used as meaning the following, unless expressly stated otherwise.

**Nutritional advisor/vitality coach:** The vitality coach operating under the flag of **W10H Xtra**: Has completed the Higher Vocational Educations “Nutritional Expert”, “Coaching”, and “All-round Vitality coach”.

**Client:** The (private) person who approaches **W10H Xtra** for vitality advice services, with or without referral.

**GP, referring party:** GP or physician who referred the client to the vitality coach.

**Referral:** Form used to refer a client with referral diagnosis/indication to the vitality coach, where applicable.

**Course of treatment:** The analysis of issues by means of an interview, the draw up of an analysis and the advising or guiding of clients. Client-oriented activities, such as advice, reporting, correspondence and communication/presentation may form part of the course of treatment.

**Direct care:** Contact time between client and coach.

**Course of treatment hours:** The time spent on coaching, consisting of interviews, vitality scan, workshops, etc., as well as analyses and individual advice.

## Article 2 – General

The vitality coach shall approach the client without any discrimination.

The vitality coach will base himself on the client’s lifestyle and shall respect his/her (religious) beliefs.

The vitality coach is personally responsible for the performance of his/her occupation.

The vitality coach can justify his/her actions.

The vitality coach keeps up knowledge and skills required for the performance of the trade.

The vitality coach shall not take actions that contradict the (professional) ethics and the Code of Conduct.

## Article 3 – Remuneration, Payment

1. Most health insurances will not offer remuneration for course of treatment hours related to coaching. The client will personally investigate whether what is applicable with his/her health insurance.

For hours of advice in terms of vitality, **W10H Xtra** uses market-based rates.

When visiting companies, a travel hours allowance is in place, if a single journey takes longer than 1 hour.

2. The course of treatment hours, mentioned under 3.1, encompass all client-related activities necessary to be able to perform the course of treatment: drawing up a policy plan, advising and guiding the client (and/or the employee), reporting, correspondence, drawing up an individual course of treatment.

If an employee/employer was previously guided by a vitality coach (or other aid worker) during the same year, possibly only the hours unused will be compensated by the insurer. The remaining time will be charged to the supplementary insurance or client, or must be paid by the client himself.

3. If a client is not entitled to receive compensation via the health insurer, the costs for the course of treatment are to be borne by the client.

4. The client must cancel an appointment at least 24 hours in advance, by telephone or via email. Failing to do so will lead to (still) charging the client for the consultation.

5. During the first consultation, the client must bring a referral document, if applicable.

6. All bills will be invoiced to the client. Client is personally responsible for settlement with the health insurer.

7. Unless expressly agreed otherwise, the client must pay the invoice within fourteen days after invoice date.



8. If the amount on the invoice has not been paid (in full) on the day when the payment is due, the client is in default by the mere expiry of the payment term, without any summons or proof of default being required.

9. In the event, mentioned under 3.8, **W10H Xtra** is authorised to suspend or cease the course of treatment.

10. Additionally, the client is obliged to pay the statutory interest from the day on which the claim became due, until the day of full payment, as also all judicial and extrajudicial expenses we need to make to collect the outstanding amounts.

11. In case of liquidation, bankruptcy or suspension of payment of the client, the obligations of the client shall be immediately and entirely payable.

#### **Article 4 – Copyright**

Unless stated otherwise, any documents such as tables, background information, format and text supplied by **W10H Xtra** are the exclusive property of **W10H Xtra** and it is not permitted to copy or distribute these either partly or entirely, without explicit written permission by **W10H Xtra**. Any misappropriation of the details described will be liable for compensation to **W10H Xtra** and shall indemnify **W10H Xtra** for any claims from third parties.

#### **Article 5 – Confidentiality**

The vitality coach has a confidentiality obligation. Only after consultation with the client, he will supply information to persons (directly or indirectly) involved with the course of treatment (such as the GP or the team of **W10H Xtra**). The vitality coach will never issue any details of the client to persons who are not involved in the course of treatment.

#### **Article 6 – Activities – General**

The vitality coach will see to the most adequate course of treatment for every individual client.

The vitality coach puts the client's interests first.

The vitality coach will cease the course of treatment if so demanded by the client.

The vitality coach will take action when he has damaged the client in any way.

The vitality coach shall refrain from sexual harassment towards with the client.

The vitality coach will see to the continuity of the course of treatment.

The vitality coach shall give access to the file if so requested by the client.

#### **Article 7 – Activities – in relation to other aid workers**

At the time of filing these general terms, the vitality coach performs activities on an individual basis, where applicable.

The direct accessibility is legally in force, so the client can also approach the vitality coach without any referral.

#### **Article 8 – Activities – filing**

The vitality coach will create a file, in the interest of a proper course of treatment.

The vitality coach will collect and register only the details that are essential for the course of treatment.

The vitality coach will produce all registered information about the client, in the event of transfer.

The vitality coach shall ensure that the dossier will be filed in such a way that it is not accessible to



unauthorised people.

The vitality coach will not retain the dossier any longer than necessary after termination of the course of treatment (see also privacy statement).

### **Article 9 – Activities – client**

The nutritional advisor/vitality coach shall:

- stimulate and respect the client's own responsibility.
- honour the free choice of aid worker of the client.
- inform the client in a comprehensible manner.
- only start the process after the client's consent.
- perform his work on the basis of a confidential relationship.

### **Article 10 – Model arrangement vitality coach – client**

1. Collaboration is the basis of a proper relation between the client and the coach. Therefore parties will treat one another as equals, while clear agreements must be made.
2. Both the client and the vitality coach are obliged to fulfil the agreements concluded. If this turns out to be impossible, either party shall timely indicate this.
3. The vitality coach is obliged to provide the client with unambiguous information regarding the suggested course of treatment or policy. The vitality coach shall inform the client at the start of, as well as during the course of treatment. The client is responsibly for providing any important information to the vitality coach. Only then the vitality coach will be able to provide proper guidance.
4. The vitality coach shall respect the corporate and private circumstances and wishes of the client while advising and guiding.
5. The client can expect the vitality coach to provide a professional course of treatment. If necessary, the vitality coach will consult colleagues (on an anonymous basis) and gain information from other aid workers who are directly involved with the course of treatment, for instance a treating physician.
6. The privacy of the client shall be respected. Anything discussed with the vitality coach shall be treated confidentially. Only after express permission of the client, information will be shared with partner, family or friends. The private life of the vitality coach must be respected by the client.
7. The vitality coach will keep a file with details regarding the course of treatment. The client is entitled to access this file. Upon request, the client will be given a copy of his/her file, against cost covering compensation.
8. If the client has a complaint about the course of treatment, he/she should first try to discuss this with the vitality coach. Should this not lead to a satisfactory result, the client can take possible further steps.



## **Article 11 – Consultancy and other activities**

### **1. Declaration**

- a. The height of the declaration is determined in accordance with the hourly rate multiplied by the number of hours spent on the assignment, plus the Value Added Tax (VAT) and other duties imposed by the authorities. The above also applies to travel hours (see 3.1). In addition, the external costs, as also any additional costs, will be passed on. (A quotation will be drawn up)
- b. The declaration takes place periodically, corresponding with what was agreed between client and coach.

## **Article 12 – Liability**

1. **W10H Xtra** rejects all liability for damage as a consequence of following or not following the vitality coach's advice, unless in the event of intent or gross negligence on the side of the vitality coach.
2. The client shall indemnify **W10H Xtra** against any third party liability in terms of damage claims, as referred to in 12.1.
3. Also excluded: any liability for damage as a consequence of any written or electronic documents getting lost.
4. **W10H Xtra** shall make efforts to perform the course of treatment and/or the client's assignment to the best of his knowledge and ability, in accordance with good professional practice.
6. **W10H Xtra** shall only be responsible towards the client for damage that is a direct consequence of a failure attributable to **W10H Xtra** if and insofar this could have been avoided in terms of common expertise and experience, observing usual vigilance and way of performing professional practice.
7. The maximum liability of **W10H Xtra** is limited to the height of the relevant (partial)assignment.

## **Article 13 – Termination**

**W10H Xtra** is entitled, by stating reasons, to intermediately terminate any course of treatment and/or assignment, accepted by him, or to suspend the performance of the course of treatment or assignment, without this intermediate termination or suspension leading to any obligation to compensation or indemnity. The client is entitled to cancel the course of treatment and/or the assignment without stating reasons, thus intermediately terminating it. If the client exercises this right, he/she will be required to pay **W10H Xtra** a remuneration of the advice provided to that point.

## **Article 14 – Applicable Law**

Dutch Law applies to all the assignments/agreements. If **W10H Xtra** is entitled to an amount pursuant to the services provided to the client, in excess of the level of competence of the magistrate, the regional court shall have exclusive jurisdiction.

## **Article 15 – Settlement**

Client or employer is not permitted, without our express written permission, to settle any amount payable to **W10H Xtra** with any amount charged to **W10H Xtra** by them, unless agreed otherwise.

## **Article 16: – Complaints**

**W10H Xtra** aims to provide proper care and to thoroughly organise the course of treatment. Still, it may so happen that you, as a client, are unexpectedly unsatisfied with the course of treatment, the result, or with



**W10H Xtra** himself. In that case it is important that you discuss this with the vitality coach, to see if a solution can be found and to learn from this, as an organisation.

You should file your complaint, by calling 06-1459 4077 or by sending an email to [w10hextra@gmail.com](mailto:w10hextra@gmail.com)

#### **Article 17 – Disputes**

- a. Dutch Law exclusively applies to all quotations and courses of treatment and to all commitments deriving from them.
- b. In compliance with what is set out in Article 100 of the Civil Procedures Code, all disputes will be settled by the competent judge in the district of the actual branch location of **W10H Xtra**.

#### **Article 18 – Period of limitation**

Claims on **W10H Xtra** will expire one year after entering into the legal relationship.