General Terms and Conditions for “Skepi. Psychological Practice”

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1. Definitions and assumptions

These General Terms and Conditions apply to all treatment agreements between you (the therapeutee) and “Skepi. Psychological Practice” (therapist) whether agreed verbally or in writing. Any changes to these terms must be confirmed in writing.

Definitions:
The practice means “Skepi. Psychological practice”.
A therapeutee means a person receiving the therapy.
A therapist means a person providing the therapy.

1.1 “Skepi. Psychological practice” is a company registered under the Dutch chamber of commerce (KvK), registration number 98706225.
1.2 The practice is recognised as a (mental) health care provider under Dutch Healthcare Quality, Complaints and Disputes Act (Wet kwaliteit, klachten en geschillen zorg, Wkkgz) and Healthcare and Care Providers Accreditation Act (Wet toetreding zorgaanbieders, Wtza). The practice complies with the requirements of those laws.
1.3 The scope of services includes Category A: General Healthcare, specifically mental healthcare (GGZ) for adults (18+) in accordance with applicable Dutch regulations.
1.4 The therapist works within an integrative, experiential therapeutic framework and declares that they possess the appropriate training to conduct this form of therapy
1.5 The therapist guarantees the quality of their work as per requirements applicable for the healthcare providers in the Netherlands and in accordance with the ethical standards of the organisations the practice affiliates with: NVPA (Nederlands Verbond voor Psychologen, Psychosociaaltherapeuten en Agogen), SCAG (Stichting Complementaire en Alternatieve Gezondheidszorg), RBCZ (Register Beroepsbeoefenaren Complementaire Zorg) and EPI (Essential Psychoterhapy Institute).

2. General Treatment Agreement

2.1 Prior to or directly after the first session (intake) a therapeutee will be provided with an intake form to fill in and sign (or return digitally).
2.2 After the intake session(s), upon agreeing on starting the therapy process, a therapeutee will be provided with a therapeutic contract that specifies details of the therapeutic agreement, including the fee for the sessions.
2.3 Therapy goals are established individually in dialogue with the therapeutee, and achieving them depends equally on the involvement of both the therapeutee and the therapist. The goals may change during the course of therapy. Any changes are discussed between the therapist and the therapeutee.
2.4 No guarantees are made regarding specific outcomes of the therapy and progress takes time.

3. Responsibility

3.1 Participation in the therapy is open to therapeutees who can take full responsibility for themselves. If medical or psychiatric assistance is necessary, the therapeutee is advised to consult a doctor.
3.2 The therapeutee is expected to provide complete and honest information that is relevant to the treatment. Providing incomplete or inaccurate information may affect the results of the therapy.
3.3 The therapeutee is aware that participation in the therapy is based on their own responsibility. The instructions given by the therapist should be interpreted as proposals, which the therapeutee freely follows and only performs in so far as they can take responsibility for themselves.
3.4 The therapeutee remains responsible for decisions made during and outside of sessions. The therapist is not liable for consequences arising from actions taken independently by the therapeutee.
3.4 The therapeutee is aware that the therapy may evoke difficult or uncomfortable feelings.
3.5 The therapeutee agrees to actively participate in the therapy.
3.6 The therapist agrees to work diligently during the therapy, to conduct therapy with due care and current knowledge, and to follow ethical standards and with the recognition of their limitations. The therapist also commits to regular supervision as a part of their training.

4. Records and Privacy, Confidentiality

4.1 The practice keeps records of the treatment in accordance with the General Data Protection Regulation (GDPR)
4.2 The therapeutee has the right to access their record. The first copy of the record is provided free of charge, as required by GDPR. A reasonable fee may apply for subsequent copies.
4.3 Records are kept according to the laws applicable in the Netherlands.
4.4 All information shared in therapy is confidential and will not be disclosed without the therapeutee's written consent, except as required by law or professional ethics:

- In case of a risk of harm to self or others (according to the suicidal prevention policy and requirements).
- Suspected abuse or neglect of a child, elder, or dependent adult (accordion to the reporting requirements applicable in the Netherlands).
- Court order or other legal requirement.
- Supervision purposes: confidentiality may be lifted within professional supervision to ensure quality of care. All identifying details are protected in this process.

4.5 The therapeutee consents to the disclosure of confidential information if the therapist needs to consult a medical specialist, such as a psychiatrist, another therapist, or a supervisor, regarding the therapeutee's health (i.e. in case a referral is needed).

5. Communication

5.1 Communication between the therapist and the therapeutee takes place via email and/or text messaging applications, unless agreed otherwise.
5.2 The therapeutee is responsible for providing up-to-date contact details and checking messages regularly.
5.3 Email and messaging communication is intended for both administrative and supportive purposes.
5.4 In case of emergencies, the therapeutee is advised to contact appropriate emergency services.

6. Fees and Payment

6.1 The cost of the first intake session(s) will be communicated by the therapist prior to the first appointment, together with the payment instruction.
6.2 The fee for the following sessions will be specified in a therapeutic contract. Fees may change over time, and any changes will be communicated beforehand.
6.3 Payment is due within seven days of the session date, unless agreed otherwise.
6.4 Late payment may result in administrative fees.

7. Cancellation and Rescheduling

7.1 Regularity of meetings is essential in the therapy process. A therapeutee may cancel the session no later than 48 hours before the scheduled appointment without financial cost. Cancelling later than this requires full payment for the session, regardless of the reason for the therapeutee's absence.
7.2 The therapeutee has the right to cancel up to three sessions per 12-month period, with at least 48 hours' notice, without financial cost. Each additional absence must be paid for. In emergency situations, it may be possible to reschedule a session.
7.3 The therapist reserves the right to cancel a session at the last minute for important reasons, including emergencies or illness.

8. Liability

8.1 The therapist's liability is limited to direct damages resulting from an attributable failure in performance of the agreement. Liability does not extend beyond the amount paid for the session in which the event occurred.

9. Complaints

9.1 If the therapeutee is unhappy with the treatment, they discuss it first with the therapist.
9.2 If the issue cannot be resolved, the therapeutee may submit a complaint to the recognised complaints committee SCAG.

10. Applicable Law

10.1 These terms and conditions are governed by Dutch law.

10.2 Any disputes will be submitted to the competent court in the district where the practice is located.