

# Contents: Terms and Conditions starting 01-01-2022

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## 1:1 consultations

**Positive Gut is owned by Manon te Linde. The official name registered name of the dietitian practice is Darm diëtist.**

**The dietitian of 'Darm diëtist' is registered in the Dutch Paramedics Quality Register (KP) and is a member of the Dutch Association of Dietitians (NVD)**

1. **Definitions.** The following definitions apply in the general terms and conditions:

**Dietitian:** professional who provides nutritional information / dietary advice and who is authorized to use the title of dietitian under the Dutch Occupational Health Care Professions Act (wet BIG).

**Client:** all clients, legal persons or legal representatives for whom 'Darmdiëtist' performs services on behalf of them and with whom 'Darmdiëtist' enters into an agreement.

**Diet:** nutrition on medical indication.

**Dietary advice:** advice regarding the diet.

**Paramedics Quality Register:** the Dutch Paramedics Quality Register (Kwaliteitsregister Paramedici) registers whether a paramedic meets the training requirements of the Individual Healthcare Professions Act. It is checked every five years whether a paramedic has up-to-date knowledge and experience. Only when the requirements set by the register are met, does the registered paramedic retain his or her quality registration.

**NVD:** The NVD (Dutch Association of Dietitians) is the professional and interest group of the Dutch dietitian. The NVD has set itself the goal of positioning and profiling the dietitian as the specialist in the field of nutrition and behavior in relation to illness and health.

**Doctor:** The general practitioner, specialist or dentist by whom the client has been referred to the dietitian.

**Service:** All activities, in whatever form, that the dietitian performs for or on behalf of the client.

The terms defined above are hereinafter referred to as respectively: dietitian, client, doctor, service.

2. **General.** The general terms and conditions form part of every agreement between the dietitian and her client regarding treatment and/or the provision of services/goods. The client is understood to mean all clients or other natural persons, or their legal representatives, who invoke the dietitian's service.
3. **Rates.** The dietitian informs the client about the costs of dietary advice.

Rates for 1:1 coaching with the dietitian:

	Content	Price
First consultation	75 minutes (webcam) consultation Custom made diet list 24 hours a day* possibility to contact through Zivver secure e-mail or Whatsapp**, response within 24 hours on Mon-Fri.	€ 125,-
Follow-up consultation	40 minutes (webcam) consultation 24 hours a day* possibility to contact via Zivver secure e-mail or Whatsapp**, response within 24 hours on Mon-Fri.	€ 60,-
Short consultation	15 minutes (webcam) consultation If you have a lot of questions, or want to discuss something	€ 20,-
	Reporting / contact to a doctor or specialist	€ 20,-

\* Is possible up to 30 days after the (webcam) consultation. If no new (webcam) consultation takes place or is booked, this option automatically expires after 30 days.

\*\* Whatsapp contains end-to-end encryption because of which messages are protected. If you share personal or sensitive information, Whatsapp may in some cases still be insufficiently protected. The completely secure communication goes through Zivver, but if you prefer to use Whatsapp, you can. The Darm diëtist can choose to answer a Whatsapp message through Zivver if she thinks sensitive data is being discussed.

Dietitian consultation is free of VAT according to the regulations in the Netherlands.

4. Payment. The dietitian has **no** contracts with the health insurers.  
The invoice is paid by the client before, or at least within 14 days after the consultation.  
The invoice can then be submitted to the Dutch health insurance, which in most cases will cover 65-100% of the by the insurance set standard rates (usually €65,- to €75,- per hour) (check this with your health insurance!). The time consists of the time that the client has spent in the consultation room with the dietitian (direct time) and the time that the dietitian has spent working out individual dietary advice where the client is not present (indirect time). Indirect client-related time includes arranging the client file, elaborating treatment goals and agreements, consulting with the treating physician and making a report.

Since 2020 (the coronacrisis) online consultations can also be reimbursed by the health insurance.

5. Foreclosure. If the client is unable to be present on the agreed date and time, he/she must inform the dietitian about this as soon as possible. Appointments must be canceled at least 24 hours in advance, otherwise the reserved time (No Show) will be charged for 50% . For a first consultation this will amount to €60,- and a follow-up consultation €30,-. No exceptions are made. Cancellation must be done by mail or by telephone.

In the absence of payment of the No Show within the period stated on the invoice, the client is in default without further notice of default being required. As long as the client fails to meet his/her obligations, all costs related to the collection of the relevant claim will be charged to the client. These costs explicitly include the costs for collection by a collection agency and legal costs.

In general, a reminder will be sent first. In a 2nd reminder the fee will be increased by €5,- administrative costs, in a 3<sup>rd</sup> reminder the fee will be increased with €10,- .

If after this the client still does not proceed to payment, a collection agency will be involved.

6. Termination. The client can end the dietary treatment at any time. It is desirable that the dietitian is informed of this in writing or orally at least 24 hours before the next appointment is due (otherwise the procedure will be in accordance with Article 5. foreclosure). If a final report to the referrer is desired, the dietitian will send an invoice for another 15 minutes of indirect treatment time to inform the referrer and to close the client file.

7. Liability. The dietitian's advice is by its nature result-oriented without guaranteeing that result. The dietitian excludes any liability with regard to damage or injury resulting from or related to the follow-up by the client of advice provided by the dietitian, unless there is intent or gross negligence on the part of the dietitian.

Any arbitration will be under the rules of the Netherlands/Dutch law.

8. Privacy. Your privacy is respected. The dietitian is bound by medical professional secrecy and the Personal Data Protection Act. The dietitian keeps a secure registration and the documents are kept for a minimum of 20 years.

9. Complaints. If you have complaints, preferably always discuss them first with the dietitian. Make it known so that a correct solution can be found together. Complaints that cannot be resolved between themselves can be submitted to the Dutch Paramedics Primary Care Complaints Committee, 030 310 09 29 (Monday and Friday between 9:00 and 12:30) or [info@klachtenloketparamedici.nl](mailto:info@klachtenloketparamedici.nl). PO Box 1161, 3800 BD Amersfoort.

A copy of the general and payment conditions is available free of charge.

Ask your dietitian about this

# IBS-CARE Group Program

**Positive Gut is owned by Manon te Linde. The official name registered name of the dietitian practice is Darm diëtist.**

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**Client:** all clients, legal persons or legal representatives for whom 'Darmdiëtist' performs services on behalf of them and with whom 'Darmdiëtist' enters into an agreement.

**IBS-CARE:** Group program made by the dietitian of Positive Gut and Darm diëtist

**Paramedics Quality Register:** the Dutch Paramedics Quality Register (Kwaliteitsregister Paramedici) registers whether a paramedic meets the training requirements of the Individual Healthcare Professions Act. It is checked every five years whether a paramedic has up-to-date knowledge and experience. Only when the requirements set by the register are met, does the registered paramedic retain his or her quality registration.

**NVD:** The NVD (Dutch Association of Dietitians) is the professional and interest group of the Dutch dietitian. The NVD has set itself the goal of positioning and profiling the dietitian as the specialist in the field of nutrition and behavior in relation to illness and health.

**Doctor:** The general practitioner, specialist or dentist by whom the client has been referred to the dietitian.

**Service:** All activities, in whatever form, that the dietitian performs for or on behalf of the client.

The terms defined above are hereinafter referred to as respectively: dietician, client, doctor, service.

2. General. The general terms and conditions form part of every agreement between the dietitian and her client regarding treatment and/or the provision of services/goods. The client is understood to mean all clients or other natural persons, or their legal representatives, who invoke the dietitian's service.

3. Rates. The dietitian informs the client about the costs and contents of the group program before the program starts.

A refund of 100% is available for IBS-CARE in the first 7 days after the start of the group program. If you feel like IBS-CARE is not right for you after all, send me a message in the first 7 days at [info@positivegut.com](mailto:info@positivegut.com) to request your refund. After the first 7 days, there is no refund option.

4. Payment. The costs of the group programs are not covered by health insurance. Payment for the group program is done before the start of the group program. Upon request, payment plans are available.

5. Foreclosure. A refund of 100% is available for IBS-CARE in the first 7 days after the start of the group program. If you feel like IBS-CARE is not right for you after all, send me a message in the first 7 days at [info@positivegut.com](mailto:info@positivegut.com) to request your refund. After the first 7 days, there is no refund option. If the client can't make it to a group session, the replay will be available at Podia.com. The client has access to all IBS-CARE materials for 6 months after the start of the program.

6. Termination. Within 7 days of the start of the program the purchase for IBS-CARE can be made undone. After 7 days there will be no option for refund. If the client is not able to attend a group session, a replay will be available.

7. Liability. IBS-CARE is a group program, which means no individual dietary advice will be given. The group advice of the dietitian's is by its nature result-oriented without guaranteeing that result. The dietitian excludes any liability with regard to damage or injury resulting from or related to the follow-up by the client of advice provided by the dietitian, unless there is intent or gross negligence on the part of the dietitian.

Any arbitration will be under the rules of the Netherlands/Dutch law.

8. Privacy. Your privacy is respected. The dietitian is bound by medical professional secrecy and the Personal Data Protection Act. No personal data will be kept for IBS-CARE.

9. Complaints. If you have complaints, preferably always discuss them first with the dietitian. Make it known so that a correct solution can be found together. Complaints that cannot be resolved between themselves can be submitted to the Dutch Paramedics Primary Care Complaints Committee, 030 310 09

29 (Monday and Friday between 9:00 and 12:30) or [info@klachtenloketparamedici.nl](mailto:info@klachtenloketparamedici.nl). PO Box 1161,  
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