**AGREEMENT FOR ONLINE COUNSELLING SERVICES**

PARTIES:

1. Ms Paraskevi (Vivian) Chiona, trading under the name Expat Nest, a one-man business, registered with the chamber of commerce under number 58186719, with its registered address at Opaalstraat 132 in (2332 TM) Leiden, the Netherlands, herein after called “**Expat Nest**”;

and

1. Ms [first name and last name], residing in [residence] at [address], herein after called the “**Client**”;

Herein after jointly referred to as “**Parties**”;

RECITALS:

1. That Expat Nest conducts its business in psychotherapeutic and psychological care, in particular professional online counselling to expatriates/internationals who are facing various challenges in their international experience;
2. That the Client wishes to receiving counselling services;
3. Parties hereby declare that they want to conclude an agreement for counselling services. This agreement entails rights and obligations for both Parties, which are described below.

HAVE AGREED AS FOLLOWS:

1. **Scope of services**
	1. With respect to the counselling services, the Client will be working with Ms Paraskevi (Vivian) Chiona, herein after referred to as the “**Counsellor**”, member of NIP (Dutch Association of Psychologists). In case the Counsellor is prevented to provide the counselling services, for example due to illness, Expat Nest is entitled to appoint a replacement.
	2. The Counsellor’s agreement will describe the help request of the Client as well as the treatment. Counselling is a relationship which is designed and defined by the Client with the Counsellor’s agreement, and which is based on the interests, goals and objectives expressed by the Client.
	3. The Client is aware of the fact that the agreed online counselling implies a best efforts obligation of Expat Nest, therefore results are not guaranteed in advance. The Client is responsible for executing the advise and results of the online counselling.
	4. Online counselling takes place on a voluntary basis. Online counselling cannot be regarded as (replacement of) medical and/or psychiatric consultations and treatment. If the Client is under medical and/or psychiatric treatment, the Client is advised to consult with the attending physician whether online counselling is desirable.
	5. The Client understands that in case the presenting issues are beyond the remit of online counselling or the expertise of Expat Nest and/or the Counsellor, it is possible that the Client may be referred to a more appropriate therapist for the Client’s issues.
	6. Expat Nest does not offer crisis online counselling services. In case of an emergency, it is strongly recommended that the Client contacts her Doctor/General Practitioner/Hospital or any emergency service.
	7. During the online counselling, the Client will have full access to the email support of Expat Nest when necessary (this by no means replaces a counselling session) and any materials provided to the Client in the sessions.
	8. The Client has the right to stop the counselling at any time. In the event the Client does not follow the plan as laid down in the counsellor’s agreement, Expat Nest may terminate full counselling.
	9. By assisting the Client to identify personal goals, develop strategies intended to achieve such goals, and monitoring progress towards implementation of the action plans, discussion and questions are used.
2. **Termination**
	1. The Client can terminate the online counselling at all times.
	2. Expat Nest can only terminate the agreement unilaterally, stating reasons, if it cannot reasonably be expected of Expat Nest to continue this agreement.
3. **Rescheduling**
	1. Cancellation or rescheduling of an appointment has to take place 24 hours prior to the scheduled appointment. 24 hours is based upon business days of the week. Without the aforementioned timely notice, the full rate will be due. In the event of an emergency or some other extreme circumstance, Expat Nest may at its sole discretion decide whether to waive the aforementioned full rate.
4. **Information, confidentiality and consent**
	1. The Client provides to her best knowledge Expat Nest and the Counsellor with as much information as possible that is reasonably required for starting and executing the online

counselling.

* 1. The Client has the right to inspect her own file. Expat Nest will provide the Client with all information concerning the online counselling during the entire term of the online counselling. In this respect Expat Nest has explained the confidentiality policy and its exemptions, as explained by the Counsellor and as per the ethical guidelines of the counselling profession.
	2. Expat Nest shall maintain confidentiality with regard to data provided by the Client for the purposes of the file.
	3. Expat Nest will process personal data of the Client for the purposes of this agreement. Insofar as this concerns sensitive personal data, including data for the identification of the Client and the medical information provided by the Client for the online counselling, the Client hereby grants Expat Nest permission for this processing. Expat Nest will process these personal data for the execution of this agreement, including the administration. The Client is authorised to withdraw the aforementioned permission at all times.
1. **Fees**
	1. The following fees apply:

€ 70.- (VAT included) for a 60-minute session;

€ 60.- (VAT included) for a 45-minute session;

€ 40.- (VAT included) for a 30-minute session.

* 1. Email correspondence and any materials/handouts provided to the Client are included in the above mentioned rates.
	2. The first fee will be due directly after the first meeting. Subsequently, the payable fees will be invoices on a monthly basis.
	3. Sessions begin and end on time. In case the Client arrives late to a session, the session will end at the regularly scheduled time and full payment for the session without any compensation is due.
1. **Waiver and liability**
	1. With reference to Article 1 the sessions are consultative in nature and any actions and decisions made by the Client are solely the Client’s responsibility. Expat Nest cannot be held liable or responsible for any actions taken, or not taken, by the Client. The Client agrees to hold harmless and indemnify Expat Nest and he Counsellor from and against any liability arising from or in any way related to the Client’s use of the services. In no event will Expat Nest’s liability exceed the total of all payments made by the Client or a sum equal to the last two (2) months of the Client’s payments to Expat Nest, whichever amount is less.
2. **Various**
	1. The general terms and conditions of Expat Nest are part of this agreement.
	2. This agreement represents the entire agreement reached between Expat Nest and the Client and can only be modified by the written agreement of both Parties.
3. **Applicable law and competent court**
	1. This agreement is governed by and shall be construed in accordance with the laws of the Netherlands. Any dispute arising out of or in connection with this agreement or any agreements arising out of this agreement shall, if no amicable settlement can be reached through negotiations, be settled by the competent court in Amsterdam, the Netherlands.

As drawn up in duplicate and signed in twofold in [place] on [date]

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Expat Nest, Vivian Chiona