

# Terms & Conditions – Kind to Mind

## Article 1: General

1. Definitions
  - **Activity:** All trainings, educations, supervisions and coaching programs, workshops, silence days, deepening days and retreats will hereinafter be referred to as 'activities'.
  - **Client(s):** Both participants of trainings, workshops, silence days, deepening days and retreats as well as trainers, coachees and supervisees will hereafter be referred to as 'clients'.
  - **Facilitator:** trainers, trainers, supervisors, (meditation) facilitators and/or coaches of Kind to Mind are hereinafter referred to as 'facilitators'.
2. Most activities mentioned on the website of Kind to Mind are under the management of Kind to Mind. They are subject to these general terms and conditions.
3. However, you will also find activities of other independent facilitators and/or organizations on the website of Kind to Mind. This is clearly recognizable because you will be linked to the website of the relevant provider for more information. They may have different terms and conditions than Kind to Mind. Please, always carefully check the terms and conditions of the relevant provider.

## Article 2: Registration procedure

Registration for an activity is done through set steps and rules, see below.

1. Registration for an activity takes place when the client completes the registration form and sends it to Kind to Mind via the website or via [info@kindtomind.nl](mailto:info@kindtomind.nl).
2. Registration forms will be processed in order of receipt. If there is a waiting list, client(s) will be notified upon registration.
3. In case of doubt whether participation in the activity is suitable, the facilitator will contact the client by telephone in order to coordinate mutual expectations. Both client and facilitator can decide whether or not to participate after this conversation.
4. Registration is final when the client has received a confirmation email from Kind to Mind with the invoice. After payment of the invoice, the client is registered for the activity. The client also confirms that he/she/they has taken note of these terms and conditions and of Kind to Mind's complaints procedure.

### Article 3: Cancellation policy

In case client(s) wish to cancel the registration for an activity, the following cancellation policy should be taken into account:

#### 1. General

- a. Cancellation should be done in writing by email to [info@kindtomind.nl](mailto:info@kindtomind.nl).
- b. The legal right of withdraw period is 14 days from the date of registration. No cancellation fee applies during this period.
- c. If the activity begins within 14 days of registration, client(s) agree that the statutory 14-day right of withdraw period will expire.

#### 2. Group Activities

- a. If cancelled more than 8 weeks before the start of the activity, client(s) will owe no fees. In case of cancellation between 6 to 8 weeks before the start of the activity 25%, between 4 to 6 weeks before the start of the activity 50% and between 2 to 4 weeks before the start of the activity 75% of the cost of the activity will be charged to client(s). If cancelled up to 2 weeks before the start of the activity, client(s) will owe the full amount of the activity.
- b. Missed sessions cannot be made up due to the nature of the activities. In case of forced absence of the client due to unwanted unforeseen circumstances, a suitable solution will be found by mutual agreement.
- c. If client(s) themselves terminate an activity after it has started, no refund is possible.
- d. Refund is also not possible if client(s) are asked to leave the activity due to deficiency, as evidenced by any of the following:
  - i. Serious failure to fulfill assignments and/or obligations;
  - ii. Frequent absences (avoidable or otherwise);
  - iii. Serious disruption of the group process;
  - iv. Improper conduct, such as theft, violence or misinformation;
  - v. Failure to follow advice from facilitator. The facilitator will give reasons for such a decision.
- e. In case of insufficient enrollment, Kind to Mind reserves the right to reschedule or cancel the activity. In case of full cancellation, amounts already paid will be refunded within 14 days of cancellation.

#### 3. Individual Activities

- a. A scheduled individual session may be rescheduled or cancelled without charge at least two business days prior to the session.
- b. If cancelled up to two business days prior to the individual activity, client(s) will be charged in full for the reserved time.

#### **Article 4: Terms of payment**

1. The costs for an activity are listed on the relevant website page. For clients with limited resources, a reduction may be negotiable with the relevant facilitator.
2. Payment for the activity can be made by the client when the invoice is received. The invoice must be paid within 14 days of its date.
3. If client(s) do not pay the invoice within the payment period, Kind to Mind reserves the right to assign the reserved place to another interested person. The payment obligation of client(s) remains in force even then.
4. If client(s) wish the invoice to show a different name and/or address than that known to Kind to Mind (e.g. employer's), this must be stated at the time of registration and the correct details must be submitted (company name, department, any contact person/project number, full address, email to which the invoice can be sent), so that the invoice can be accurately prepared and submitted.
5. If payment is not made within the stipulated 14-day period, the participant will receive a friendly reminder. If the payment after the reminder is not made within 7 days, the legal interest and extrajudicial and judicial costs will be charged to the participant.

#### **Article 5: Reimbursement by Health Insurer**

1. Via Zorgwijzer (<https://www.zorgwijzer.nl/vergoeding/mindfulness>) the client(s) can find an overview of possible reimbursements by health insurers for mindfulness and/or compassion trainings. The client is responsible for checking the possibility of reimbursement with the health insurer.

#### **Article 6: Certification and Registration**

1. Client(s) will receive a certificate of training if the following criteria are met:
  - a. The participation criteria, as described on the website, have been met.
  - b. At least 85% attendance at the training days. In case of absence no claim can be made for substitute class time or refund. Client(s) report absences to the facilitator of the activity as early as possible;
  - c. Home assignments are completed;
  - d. Training as internship training has been given to a minimum of four participants;
  - e. In which participated in a minimum of three supervision sessions;
  - f. Any additional study or practice advice by facilitator has been followed;
2. The client(s) may be asked to leave the program for any of the following reasons:
  - a. Serious failure to fulfill assignments and/or obligations;
  - b. Frequent absences (avoidable or otherwise);
  - c. Serious disruption of the group process;
  - d. Improper conduct, such as theft, violence or misinformation;
  - e. Failure to follow advice from facilitator. The facilitator will give reasons for such a decision.

3. After successful participation in the MBCL trainer training, clients will receive a certificate of participation and they may, if desired, be included in the international registry of certified MBCL trainers and counselors working with compassion-focused methodologies:
  - a. Certified MBCL Teacher: Those who are certified mindfulness trainers (according to the SMR) and can offer formal MBCL group training as a whole as a continuation of MBSR/MBCT or other recognized mindfulness-based program. Registration as a certified MBCL trainer follows only when the MBCL group training is facilitated (for a group of at least 4 participants) by the trainer under the supervision of a recognized MBCL supervisor (three one-hour live/zoom sessions per session - the additional cost for this will be settled with the supervisor).
  - b. Professionals working with MBCL: Those who can work with components and exercises from the MBCL program and apply these individually or in groups in the mental health or other health care settings in which they work and when this fits within their professional code of conduct.
4. After successful participation in the MBTF trainer training, clients receive a certificate of participation and they may be included in the “A” or “B” registry of trainers and counselors working with compassion-focused methodologies, if desired:
  - a. MBTF register A: those who are certified MBSR/MBCT/Breathworks trainers (category 1 or 2 with the VMBN) and offer the formal MBCL group training as a whole as a follow-up to MBSR/MBCT. Inclusion in Register A is done only if the MBTF group-based training (minimum 4 participants) is led by the trainer under the supervision of a recognized MBTF supervisor. The supervision involves a minimum of two live/zoom sessions of 50-60 minutes per session. The cost for this will be settled with the supervisor.
  - b. MBTF Register B: This register is for professionals who wish to work with components and exercises from the MBTF program and apply them individually or in groups in the profession and setting in which they work and when this fits within their professional code. Inclusion in this register is possible directly after the training; supervision is not required.

## **Article 7: Copyright and (intellectual) property**

1. Unless expressly stated otherwise in writing, the copyright on the activity and related materials shall belong to the person who holds the intellectual property within Kind to Mind. Without the express written consent of this person, teaching materials may not be reproduced or made available in any way to third parties or used for the benefit of third parties.
2. Client(s) undertake to correctly state the name of the training institute in relation to the training activities received.

## **Article 8: Secrecy and Privacy**

1. All personal and business sensitive information provided by clients to Kind to Mind is confidential and shall be treated as such by Kind to Mind. Kind to Mind shall never share client information entrusted to it orally or in writing with third parties unless expressly authorized in writing by the client(s) concerned.
2. Clients are expected to treat personal and business sensitive information shared by others in group settings as confidential and will not be shared with third parties.

## **Article 9: Responsibility and Liability**

1. Client(s) is responsible for providing accurate and complete information to the facilitator and Kind to Mind.
2. Client(s) are deemed willing and able to take responsibility for their own health and physical, psychological and interpersonal functioning, whereby Client(s) are responsible for participation and the manner in which exercises are performed during activities and possible consequences of this for psychological and/or physical health.
3. Client(s) is responsible for the consequences of the activities they engage in outside of training. This includes trial or internship training as part of training.
4. Client(s) are expected to communicate changes in personal data, such as home and email address, to Kind to Mind in a timely manner. Kind to Mind is not liable for not receiving information if changes of address are not communicated in a timely manner.
5. Neither facilitator nor Kind to Mind can be held liable in any way for physical injury or psychological complaints of client(s), nor for theft or loss of personal property.