

Additional Terms Of Delivery Bureau Klasse Kraamzorg BV

Article 1 Introductory terms

- 1.1 These terms and conditions (as well as the general terms of delivery from BO Geboortezorg 2018) apply to all Bureau Klasse Kraamzorg BV care contracts.
- 1.2 Registration can take place only through the registration form supplied by Bureau Klasse Kraamzorg BV. The care contract becomes legally valid through the signatures of the client and Bureau Klasse Kraamzorg BV. By signing the care contract, the client agrees with these terms of delivery.
- 1.3 In order to establish and execute the care contract, client will provide Bureau Klasse Kraamzorg BV with all necessary data.

Article 2 Maternity period

- 2.1 Maternity care can be provided as required per case (according to LIP criteria) during a minimum of 3 hours and a maximum of 8 hours per day, continuously, for a maximum of 10 days after the delivery date. Exceptions may apply for medical reasons.
- 2.2 When a maternity care day coincides with a national holiday, Bureau Klasse Kraamzorg BV will provide a maximum of 3 hours of care on that day, unless medical reasons indicate otherwise.

Article 3 Termination of the contract

- 3.1 Bureau Klasse Kraamzorg BV can temporarily suspend or definitely terminate the care contract in the following cases:
 - a. If client, co-occupants or visitors behave in ways that are unacceptable to the maternity nurse, such as excessive use of alcohol or drugs, sexual harassment, threatening use of violence, coercion, denigration, intimidation or the presence of dangerous animals.
 - b. If the working conditions are so poor that the nurse's health and/or safety cannot be guaranteed.
 - c. If the client does not observe the general terms and conditions or the contract.
- 3.2 Bureau Klasse Kraamzorg BV is entitled to limit its services if the client does not comply with Arbo regulations (minimal working height, with the bed at a minimum of 70 centimeters elevation).

Article 4 Cancellation of the contract

- 4.1 Cancellation of the care contract must be in writing, directly to Bureau Klasse Kraamzorg BV.
- 4.2 If a care contract is cancelled on medical grounds or because the client moves outside Bureau Klasse Kraamzorg BV's area of operations, no cancellation costs will be charged.
- 4.3 Cancellation up to 90 days before the expected due date will result in a charge of € 50 payable by the client. Cancellation within 90 days between the expected due date and the actual delivery date will result in a charge of one full day, based on 5 hours of care at a rate applicable at that time.
- 4.4 Partial cancellation of the care contract is possible only during the maternity period, based on medical grounds.

Article 5 Privacy terms

- 5.1 Bureau Klasse Kraamzorg BV works according to a privacy policy for personal data in order to protect the personal privacy of its clients.
- 5.2 The legal retention period for such data in the case of healthcare institutions and Bureau Klasse Kraamzorg BV has been determined at 15 years, after which the data are destroyed.

Article 6 Liability

- 6.1 Bureau Klasse Kraamzorg BV may be held liable for material damage through fault or negligence of the maternity nurse. The burden of proof in such cases is on the client. Damage caused through incorrect or incomplete instruction from the client will not be compensated. The client's own contribution is € 50.
- 6.2 The maternity nurse may work only with functionally sound and safe equipment and materials. Bureau Klasse Kraamzorg cannot be held liable for damage that occurs through the use of functionally unsound and/or unsafe equipment or materials.
- 6.3 Damage caused by the maternity nurse, and for which Bureau Klasse Kraamzorg BV can be held liable, must be reported to Bureau Klasse Kraamzorg BV in writing within 48 hours of its occurrence.
- 6.4 Electric pillows or blankets, electric hot water bottles, bags or pillows containing gels, water or cherry pits may not be used.
- 6.5 Bureau Klasse Kraamzorg BV bears no responsibility whatsoever for the use of materials and equipment not purchased on its advice.
- 6.6 Maternity nurses may not carry out care tasks for children who do not belong to the household.

Article 7 Rates and payment

- 7.1 The rates charged by Bureau Klasse Kraamzorg BV are the maximum rates determined annually by NZA, the Dutch Healthcare Authority.
- 7.2 Compensation the client receives for the maternity care provided depends on the health insurance policy in question. Any costs not compensated by the insurance provider will be billed to the client.
- 7.3 The client is personally responsible for timely payment of amounts due to Bureau Klasse Kraamzorg BV. If payments are in arrears, the client is liable. The legally determined rate of interest can be charged on late payments, with a minimum of € 20,-. Should Bureau Klasse Kraamzorg BV be forced to employ a debt collection agency, all related costs, including legal costs, will be payable by the client.

Article 8 Complaints

- 8.1. Clients' complaints will be treated in accordance with the Bureau Klasse Kraamzorg BV complaints regulations. Complaints about the execution of maternity care or other complaints must be reported in writing to Bureau Klasse Kraamzorg BV within 5 days after termination of the maternity care period.