SUPPLEMENTARY TERMS AND CONDITIONS – KRAAMZORG VDA

Supplementary Terms and Conditions of Kraamzorg VDA B.V., based in Eindhoven. These terms supplement the General Terms and Conditions for Maternity Care of Bo Geboortezorg.

1. GENERAL

1.1 These terms apply to all legal relationships in which Kraamzorg VDA acts as a (potential) service provider.

1.2 Anyone wishing to use, or who uses, the services of Kraamzorg VDA is referred to in this document as the “client.”

1.3 The client is obliged to notify Kraamzorg VDA of any changes relevant to the agreement, in particular changes concerning (medical) circumstances, address details, or insurance policy conditions.

2. AGREEMENT

2.1 For the purposes of these terms, an “agreement” refers to a contract between the client, or a person or entity representing the client, on the one hand, and Kraamzorg VDA on the other.

2.2 A care agreement between the client and Kraamzorg VDA is concluded digitally once the client registers and accepts the general terms and conditions, these supplementary terms and conditions, and the privacy policy. The client will receive a confirmation by email (the “care agreement”). From that moment, a 14-day reflection period applies, during which the client may cancel the agreement without stating a reason.

2.3 The care agreement consists of the client’s digital acceptance at the time of registration, together with the general terms and conditions, these supplementary terms and conditions, and the privacy policy.

2.4 An assignment is binding on the client. Kraamzorg VDA is bound only upon sending the order confirmation. If the client does not raise any objections within eight days of receiving the confirmation, the agreement is deemed confirmed.

2.5 Kraamzorg VDA guarantees care to its clients, meaning that for non-deferrable care (e.g., caregiving tasks), uninterrupted care will be provided based on the indicated care needs.

2.6 Maternify is included as a standard part of Kraamzorg VDA’s maternity care and provides digital support throughout pregnancy and the maternity period. One hour of physical maternity care will be deducted for the use of Maternify; no personal contribution is charged for this hour. If the client does not wish to use Maternify, this must be communicated in writing to kraam@kraamvda.nl within 14 days of registration.

2.7 The organization and provision of care shall comply with generally accepted standards and professional norms.

2.8 Kraamzorg VDA provides labour assistance only to clients who are under the care of midwifery practices with which a current collaboration agreement for labour assistance is in place. If the client is under the care of a midwifery practice for which no such agreement exists, labour assistance will not be provided, and the client will receive maternity care only, in accordance with the applicable care indication.

2.9 Kraamzorg VDA is entitled, without prior notice to or consultation with the client, to have the care, or parts thereof, performed by various employees (including interns) of Kraamzorg VDA or by third parties. Kraamzorg VDA strives to minimize the number of staff visiting the client. Any agreements made with the client’s insurer shall prevail and are binding.

2.10 Employees of Kraamzorg VDA are not permitted to use their own or the client’s car for care provision. If parking fees are required for a maternity nurse to provide care, these costs will be charged to the client.

2.11 The residence must be accessible at the scheduled time of care. Employees of Kraamzorg VDA are not permitted to accept or hold keys to the client’s residence unless written authorization has been granted by Kraamzorg VDA.

3. AMENDMENT AND TERMINATION

3.1 If care is canceled in advance, the client is obliged to pay the statutory registration fee and intake costs.

3.2 If care is canceled or reduced during its provision, the client is obliged to pay for the agreed care. Compensation for agreed care is at least the cost of providing the legally required minimum of 24 hours, including registration and intake fees. In case of cancellation due to hospitalization of the client or baby, actual costs incurred will be charged.

3.3 Changes to the times, days, or location of care or services at the client's request are always possible. Kraamzorg VDA is not obliged to accept the proposed changes.

3.4 Kraamzorg VDA is entitled to immediately implement changes related to the Health Insurance Act, tariffs set by the Dutch Healthcare Authority (NZa), or other government-imposed regulations, even if such changes result in higher costs. If the increase exceeds 10%, the client has the right to terminate the agreement immediately, subject to payment for services already performed.

3.5 If, after entering into the care agreement, the client changes to a midwifery practice with which Kraamzorg VDA does not have a collaboration agreement, Kraamzorg VDA is entitled to terminate the care agreement. In such a case, only the costs incurred up to that point shall be charged to the client.

3.6 Kraamzorg VDA may immediately suspend or terminate care if, in its opinion: • the client fails to pay amounts due; • the client fails to fulfill any obligation under any agreement governed by these terms; • the client (or their guests) engages in discrimination, excessive alcohol or drug use, (threatened) violence, coercion, dangerous pets, or (sexual) harassment; • the workplace does not comply with the requirements of the Working Conditions Act, including a maternity bed height of 80–90 cm.; • there is a poor hygienic situation; • suspension of payments, bankruptcy, or appointment of a legal custodian occurs; • the client and/or baby are hospitalized; • entering the premises or property poses health or safety risks to staff.
Note: To maintain a safe and healthy work environment, clients are requested to ensure that no smoking takes place while staff are present.

4. LIABILITY

4.1 Kraamzorg VDA is insured for liability for personal injury or property damage caused to the client by a staff member. The insurance provides secondary coverage, meaning the client must first submit a claim to their own insurer. If the client is uninsured, a claim may be submitted to Kraamzorg VDA within five days after care ends. The client must demonstrate that the damage was directly caused by Kraamzorg VDA personnel. Compensation is limited to the amount paid out by the insurance. The client bears a €250 deductible. Claims below this amount will not be processed.

4.2 The client may not, without written consent, authorize Kraamzorg VDA personnel to exercise powers of attorney, including access to bank cards, PIN codes, credit cards, etc. Kraamzorg VDA accepts no liability for damages resulting from violation of this prohibition.

4.3 Kraamzorg VDA is not liable for printing, writing, or counting errors, or ambiguities in brochures, order confirmations, or quotes, nor for their consequences. In case of conflicting interpretations, Kraamzorg VDA's interpretation shall prevail.

5. FORCE MAJEURE

5.1 Force majeure refers to any circumstance or event, whether foreseeable or not, that prevents Kraamzorg VDA from fulfilling its obligations under the agreement and which cannot be attributed to Kraamzorg VDA. This includes, but is not limited to, war, threats of war, riots, transportation disruptions, fire, water damage, natural disasters, flooding, strikes, staff shortages, company occupation, actions by employee organizations, government measures, machinery breakdown, interruptions in energy or water supply,

communication or data network failures, company disruptions, and situations where suppliers prevent Kraamzorg VDA from fulfilling its obligations.

5.2 Disruptions due to force majeure release Kraamzorg VDA from meeting deadlines or performance obligations, without the client being entitled to compensation.

5.3 In the event of prolonged force majeure, Kraamzorg VDA will notify the client without delay. The client then has eight days to cancel the assignment in writing, with the obligation to pay for services already performed.

6. COMPLAINTS

6.1 Kraamzorg VDA maintains a complaints procedure to ensure careful handling of complaints. The rules of this procedure are available on the website and can be sent to the client upon request.

7. PRIVACY

7.1 Kraamzorg VDA has a privacy policy to protect the client's personal data, available on the website.

7.2 For responsible care provision, Kraamzorg VDA requires personal data from the client. This data is recorded, securely managed, and accessible to the client at any time. Data will not be shared without the client's consent, except in emergencies. Staff are bound by confidentiality towards third parties.

8. PAYMENT

8.1 Payments must be made within 14 days of the invoice date, net, without deduction.

8.2 Late payments incur an administrative fee of €30.

8.3 If credit is granted, the client owes interest at 1% per month from the due date. Annual interest on accrued interest applies. If the statutory interest rate is higher, statutory interest shall apply.

8.4 All costs, judicial or extrajudicial, incurred by Kraamzorg VDA to enforce its rights shall be borne by the client, amounting to at least 15% of the relevant sum, with a minimum of €35.

8.5 Kraamzorg VDA reserves the right to request an advance payment before commencing care.

9. DISPUTES

9.1 A dispute exists as soon as a party declares it to exist.

9.2 Kraamzorg VDA is affiliated with the Dutch Disputes Committee for Nursing, Care, and Maternity Services. More information is available in the complaints procedure.

9.3 All transactions are governed exclusively by Dutch law, and disputes shall be submitted to the competent Dutch court, to the exclusion of all other arbitration, advisory, or judicial bodies.

10. FINAL PROVISION

In all cases not covered by these supplementary terms and conditions, the decision rests with Kraamzorg VDA.

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