

# TERMS & CONDITIONS

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*The Dutch text of these Terms and Conditions (Dutch: 'Algemene Voorwaarden 01-06-2022') is the authentic text and shall prevail over any translations of these Terms and Conditions.*

Child Development is a paramedical practice for Occupational Therapy and Educational/Child Psychology registered as Child Development OT B.V. (KVK 85588156) and Child Development Psychology B.V. (KVK 85587842).

In this document we inform you about our Terms and Conditions which we use.

## General

- Child Development consisting of Child Development OT (KVK 85588156) and/or Child Development Psychology B.V. (KVK 85587842).
- These general terms and conditions apply to every agreement between you and Child Development and on all services that Child Development provides.
- These general terms and conditions also apply to all agreements with Child Development for the implementation of which third parties must be involved.
- Any deviations from these general terms and conditions are only valid if they expressly agreed in writing or by e-mail.
- If at any time one or more provisions in these general terms and conditions are wholly or partially null and void or may be destroyed, the remainder of this terms and conditions apply in full. The void or destroyed provisions will be replaced by Child Development, whereby as much as possible the purpose and intent of the original provision(s) is taken into account.



## Client's obligations

- At Child Development's request, you and/or your child ('you') must identify yourself.
- When the agreement is concluded, you will provide the necessary information about your health insurance, if any. Child Development is entitled to verify the insurance information provided. You will cooperate with this grant.
- You ensure that all data of which Child Development indicates that these are necessary or of which the client should reasonably understand that these are necessary for the execution of the agreement, are available on time. You must report health complaints to Child Development at the start of the treatment.
- The data and information you provide to Child Development must be complete and do not contain any inaccuracies and/or untruths.
- You must refrain from behaviours that make Child Development impossible makes the agreement properly executed.
- You are obliged, within reasonable limits, to follow the advice of Child Development to follow.

## Performance of the agreement

- Child Development will enter into the agreement to the best of its ability and in accordance with the implement professional guidelines.
- Before Child Development starts the treatment, you will be given the method of treatment. If you object to the treatment, you must inform Child Development immediately.
- You can be treated by a therapist other than the regular therapist, in case it is not available.

## Time and locations of the therapy sessions/assessments

- Your individual needs determine the number of sessions per week.
- Examination, therapy and parent consultation take place at school/practice, unless otherwise agreed between you and the therapist.

## Rate overview

- You owe a fee for the services provided. Child Development informs you about the rate structure that we use in the rate brochure.
- For sessions outside the school/practice extra costs will be charged for travel costs and travel time.
- Child Development can change the rates. If we adjust the rates, Child Development will inform you at least one month in advance.



## Billing and payment

- Child Development sends the invoices on a monthly basis, unless otherwise communicated, digitally. You must pay the invoice yourself, unless Child Development has made other arrangements with your health insurer. You are responsible for the full payment for the treatments performed. The fact that for a treatment performed are not insured, you do not entitle the invoice for the not pay for treatment.
- You must take care of any claim with her health insurance and/or the municipality. We advise you to inquire whether your health insurance and/or the municipality reimburse the services of Child Development.
- You must pay the invoices received from Child Development within 14 days after the invoice date, unless the parties agree on a different payment term in writing or by e-mail agreed. Child Development will properly specify its declarations and explain the request in more detail. If payment is not received within 30 days of the invoice date, additional administrative costs may be charged and your child's therapy may be suspended.
- Changes to e-mail, address, insurance and medical data must be reported to Child Development in good time. Collection costs that arise due to failure to provide a correct address on time are for your account.
- If the client is a minor, the parents or guardian are responsible for the timely payment of the entire invoice amount.
- Questions about charged rates should be answered within 14 days of the invoice date in writing to Child Development. Objections to the height of the invoice does not entitle you to suspend payment.
- If, for whatever reason, the invoice amount or part thereof is not with the health insurer can be claimed, then the entire or the remaining amount be charged to you.

## Cancellations

- If you are unable to attend a therapy session/assessment, it is essential that you inform the therapist 24 hours prior to the scheduled session.
- In case of illness, the sessions must be canceled before 8:00 am on the same day by sending a message to the therapist.
- Sessions canceled late will be charged in full.
- In case of cancellation, the therapist will try to reschedule the missed sessions (if possible).

## Holidays

In principle, no therapy sessions/examinations will take place during school holidays and holiday periods, unless otherwise agreed between you and the therapist.



## Quality

- We are registered in the Netherlands with the Dutch Association for Occupational Therapy (EN), the Dutch Association for Orthopedagogics (NVO), DAIHM, SKJ and the Paramedics Quality Register.
- Within the practice, work is done according to the guidelines of the relevant professional association as laid down in the professional code.

## Dissolution

- Child Development is authorized to dissolve the agreement if you does not comply with the obligations under the agreement and you have not complied with a sent notice of default.
- Furthermore, Child Development is authorized to dissolve the agreement if: circumstances arise which are of such a nature that fulfillment of the agreement impossible or cannot be longer according to standards of reasonableness and fairness required or if otherwise circumstances arise of such a nature that unaltered maintenance of the agreement may not reasonably be expected.
- Child Development is authorized if the client misbehaves or otherwise performance of the treatment unreasonably complicates or prevents the agreement from being dissolve. In that case, the agreed fee remains due in full, without prejudice to Child Development's right to compensation for any damage.

## Liability and limitation

- The client is at all times responsible for choices made, his own behavior and the consequences of this, both during the time the client and Child Development spend together as afterwards.
- Child Development is not liable for damage, loss or theft of property of the client. Child Development therefore advises the client not to leave his property to be left unattended.
- Child Development is not liable insofar as damage arises from the fact that the client does not or does not properly have instructions provided by Child Development followed.
- Child Development is not liable for damage, of whatever nature, because Child Development is based on the incorrect and/or incomplete information provided by you data.
- You are deemed to be familiar with the policy conditions of the concluded health insurance. Child Development can never be held liable for costs of treatments performed but not eligible for reimbursement.
- Claims rights and other powers of the client for whatever reason vis-à-vis Child Development expires in any case after the expiration of 1 year from the moment when a fact occurs that the client has these rights and/or powers vis-à-vis Child Development can use.



## Article 13: Force majeure

- Child Development is not obliged to fulfill any obligation if it is prevented from doing so as a result of force majeure. If events that are in fact outside the power of Child Development, or not doing and/or not being able to do it are in any case considered: hindrances by third parties; extreme weather conditions; full or partial strikes; riots, wars or dangers of war; fires, breakdowns and accidents in the Child Development company; illness of the natural person executing the agreement on behalf of Child Development; the imposition of levies, or the taking of other measures by the government, causing changes in factual circumstances.
- Child Development reserves the right, in cases where force majeure to change the date, starting time and/or place of the treatment, or treatment by another therapist.
- In case of force majeure, Child Development cannot be held be compensated for any damage as a direct or indirect consequence thereof and it will also be released for the time being from its obligation to carry out the agreement. It will depend on the circumstances of the case whether that whole, then will be and will remain partially the case, or whether there will only be a suspension of execution. If there is a possibility to still, and/or change, perform, both Child Development and the client will be obliged to utilize.

## Privacy

Your privacy is important to Child Development, our approach to privacy is reflected in the privacy statement that you can find on our website ([www.childdevelopment.nl](http://www.childdevelopment.nl)).

## Complaints and Disputes

Child Development strives to provide you with the best possible service. However, you may be dissatisfied with something. If the care does not meet your needs or if you have suggestions for improvements, we would like to hear from you. That is why it is important that you make your complaints, ideas and appreciation known to us. With your response Child Development can improve its services. The practice uses a complaints procedure that aims to ensure that a complaint is handled as correctly as possible, which can be found on our website ([www.childdevelopment.nl](http://www.childdevelopment.nl)).

## Changes to the Terms and Conditions

Child Development reserves the right to change the terms and conditions. When we make changes to the terms and conditions, we will revise the "last modified date" at the top of this page. We recommend that you regularly check for updates on our website.

## Applicable law

Dutch law applies to these general terms and conditions.

