

Terms & Conditions of dental practice Mondzorg Praktijk Zuidas

Article 1 General

Mondzorg Praktijk Zuidas is a partnership between Tandartsenpraktijk Noordermeer B.V. dental practice and Keizers Mondzorg Zuidas B.V. dental practice.

The present Terms & Conditions are an inseparable part of the treatment contract(s) between Mondzorg Praktijk Zuidas, including its employees, and the patient, and is hereafter called the 'Contract'. The Terms & Conditions are made available to the patient or the patient's legal representative as part of the appointment confirmation email sent out to the patient.

Article 2 Conclusion of the Contract

In principle, the Contract is concluded when the patient schedules an appointment for the proposed treatment.

Article 3 Execution of the Contract

Mondzorg Praktijk Zuidas will carry out the contract to the best of its knowledge and ability and in accordance with the requirements of good professional practice. If and in as much as is applicable, they will carry out the work in accordance with the code of conduct and professional practice.

Dental treatments come within the category of medical treatments. The (dental) surgeon has an obligation to perform to the best of his or her ability, rather than an obligation to produce a certain result.

When carrying out the Contract, Mondzorg Praktijk Zuidas is entitled to employ third parties. They will exercise due care in the selection of such third parties and if reasonably possible, will discuss this with the patient in advance, except in the case of locums and dental technicians.

Mondzorg Praktijk Zuidas is not liable for the actions of such third parties. Sections 7:404, 7:409 and 7:422 paragraph 1 BW (Dutch Civil Code) are not applicable.

The patient must at all times inform Mondzorg Praktijk Zuidas completely and accurately of the general state of health of the client/patient and of any circumstances which may affect the treatment.

Article 4 Costs

In principle, the costs of dental and dental hygienist treatments are claimed in accordance with the rates determined by the NZA and recorded in the Dental Care Fee Ruling, which is available on the NZA website. The Mondzorg Praktijk Zuidas website contains a link to this information.

Technical costs are charged separately. At the request of the patient or their insurer, Mondzorg Praktijk Zuidas will produce the relevant specification.

For all treatments costing EUR 250 or more, Mondzorg Praktijk Zuidas will produce a quotation prior to treatment commencing (in saying or writing).

Article 5 Cancellations

Appointment times may be changed free of charge up to 24 hours before the arranged time. If the patient does not show up for an appointment, or makes a late cancellation, Mondzorg Praktijk Zuidas reserves the right to charge the patient the full cost of the scheduled time and treatment, as no other patients can be treated or other fee-producing work carried out.

Article 6 Payment

Payments for dental hygiene treatments at Keizers Mondzorg Zuidas are done through Infomedics, unless the patient doesn't have a dental insurance. In that case the payment of the treatment must be paid immediately upon conclusion of the treatment by debit/credit card or in cash.

Payments for dental treatments at Tandartsenpraktijk Noordermeer B.V. are done through Infomedics, unless payment is made immediately upon conclusion of the treatment by debit/credit card. If the patient lives abroad or there is another reason why it is not possible to use the Infomedics system, the invoice will be sent out by the practice using the postal service and payment must be made by bank transfer to the practice's account within the time specified.

Please find the website below for more information about the working practices of Infomedics.

www.infomedics.nl

If Infomedics is no longer able to accept invoices due to the patient being in arrears, Keizers Mondzorg and Tandartsenpraktijk Noordermeer B.V. are entitled to suspend further treatment or to demand cash payment for any treatment carried out.

Article 7 Liability

The liability of Mondzorg Praktijk Zuidas for direct as well as consequential damages, and in as much as these are covered by its liability insurance, is limited to the amount paid out by the insurer.

If the insurer does not pay out, for whatever reason, or the damages are not covered under the insurance, the liability of Mondzorg Praktijk Zuidas is limited to the amount of the invoice.

Entitlement to compensation in case of liability expires one (1) year after the event which gave rise to the damages.

Under no circumstances is Mondzorg Praktijk Zuidas liable for payments being made or not being made by the patient's insurance.

Article 8 Complaints

If you have any complaints about the practice, please refer these to reception in the first instance. Mondzorg Praktijk Zuidas aims to resolve any complaint as soon as possible. If you are still not satisfied and wish to lodge an official complaint, you may do so by means of the ANT complaints form (www.ant-online.nl).

Article 9 Applicable law

All Contracts between the patient and Mondzorg Praktijk Zuidas are subject to Dutch law.

Article 10 Additional provisions

If any provision within these Terms & Conditions is null and void or subject to annulment, this will not affect the remainder of the provisions within these Terms & Conditions.