

Terms and Conditions Mammae Mia

Article 1: General

1. These general delivery and payment conditions apply to all services of Mammae Mia and all agreements between Mammae Mia and its client that relate to the provision of maternity care.
2. Maternity care means:
 - Care during the first 10 days, counting from the birth of mother, new-born child (-ren) and any family members by a qualified maternity nurse, working at or on behalf of Mammae Mia.
 - Assistance with home birth.
3. These terms and conditions can only be deviated from by explicit written agreement.

Article 2: Care agreement

1. A care agreement between Mammae Mia and her client is established through the confirmation letter of registration. The agreed hours are established based on the "National Indication Protocol" (hereinafter: NIP) during the intake interview.
2. Under intake is understood:
 - An appointment with the client and a person responsible for the intakes on Mammae Mia's behalf around the 34th to 36th week of the pregnancy. The intake can occur at the client's home with a first baby, but can also be handled by telephone. During this meeting, the organization's working method and the activities of the maternity nurse are discussed and determined.
3. The number of hours agreed between the parties shall be determined on the basis of NIP and / or in accordance with the wishes of the client. Re-indication in the maternity period via the NIP leads to an adjustment of the number of agreed hours.
4. A minimum of 3 and a maximum of 8 hours of maternity care will be delivered per day in accordance with what has been laid down in the intake form. For the work to be executed we refer to the intake letter.
5. The client and maternity nurse must record and approve the worked hours for Mammae Mia on a daily basis; this list will be signed by the client and maternity nurse on the last day of the maternity period. This list serves as the basis for invoicing.
6. Mammae Mia guarantees the minimum basic care of 24 hours (8 days of 3 hours per day), subject to the conditions mentioned under article 6.
7. A minimum of 3 hours of maternity care will be charged per day, unless the maternity nurse of Mammae Mia, for whatever reason, has provided care for less than 3 hours instructed by Mammae Mia.

Article 3: Change, adaptation and termination

1. Cancellation of a care agreement by client must be done in writing. Costs like registration (€ 45,-: cancellation within a month after registration, and € 150,- after a month of registration) and intake (€ 75) will be charged by cancellation with **no** medical reason.
2. In periods of many simultaneous births, Mammae Mia is entitled to reduce the amount of care agreed upon. However, the minimum basic care of 3 hours per day remains guaranteed.
3. Proposed changes by the client will be honoured if possible.
4. If a maternity nurse is prevented from performing her work as a result of illness, vacation or other circumstances, replacement is guaranteed.
5. Mammae Mia is entitled to immediately terminate, suspend or amend the agreement and care if:
 - Client (or their guests) is guilty of unacceptable behaviour. This may include, but is not limited to, discrimination, expressions of sexual harassment, excessive use of alcohol and / or soft drugs, using hard drugs, applying or threatening violence or coercion, avoiding threatening situations with dangerous pets.
 - There is an unacceptable hygienic situation.
 - The client defaults the amounts due to Mammae Mia another, without prejudice to the provisions of Article 6.
 - The client is granted a moratorium, an administrator is appointed, declared bankrupt.
 - The workplace does not comply with the stated health and safety requirements, as also stated in the intake form and discussed with the

interview.

- The client is admitted to the hospital.

Article 4: Liability

1. Unless there is gross negligence or conscious recklessness, Mammae Mia is not liable to the client for damage caused by the maternity nurse.
2. In no case is Mammae Mia obliged to reimburse a higher amount to the client than the benefit it receives in the relevant case from its liability insurance.
3. The client has a deductible of € 125.00 per claim.
4. The client is not permitted, without written permission from the management of Mammae Mia, to move together with personnel of Mammae Mia at a time of the care in a motor vehicle, regardless of who controls it.
5. The client is not permitted to provide proxies without written permission from the management of Mammae Mia. This can be understood to mean: Payment with PIN codes, bank cards or credit cards from the client. Mammae Mia does not accept any liability for any damage whatsoever arising from this violation.

Article 5: Rates and payment

1. The maximum rates for maternity care are set annually by the College Rates Healthcare (hereinafter: CRH).
2. The following rates can be charged: Registration, intake (at home or by telephone), assistance with delivery, maternity care hours.
3. When the financial settlement takes place via the insurer, a statutory personal contribution per hour (€ 4,30) can be charged for maternity care. Depending on the additional insurance of the client, she can be reimbursed again by the insurer. It is advised to read the policy conditions in the field of maternity care beforehand .
4. Payment must be made fourteen days after the date of the invoice in a manner indicated by Mammae Mia.
5. In the event of overdue payment, Mammae Mia has the right to charge the client an interest of 1% per month on the amount owed. It will be counted from the date on which the payment is due until the date on which the payment is received.
6. If Mammae Mia decides on collection measures she is entitled to all additional costs, (both judicial and extrajudicial) that accompany this measure to recover from the client.
7. Mammae Mia can reserve the right to require an advance from the client before care is started.

Article 6: Force majeure

1. Force majeure as mentioned in this article is also in any case understood as a circumstance or event due to which fulfilment of Mammae Mia 's obligation is prevented in whole or in part, or on the basis of which fulfilment of the agreement cannot reasonably be required.
2. Force majeure means in any case: extreme pressure due to many simultaneous births, strike, occupation of the company and other actions of employee organizations, government measures, war, danger of war, molestation, riots, blocks in transport, fire, water damage, natural disaster, flooding, machine breakdown, business failures and failure in the supply of energy and water.
3. Malfunctions in the company as a result of force majeure will relieve Mammae Mia from complying with the agreed term or from the performance obligation without the client being able to claim any right or compensation of costs or damages for that reason.
4. In the event of long- term force majeure, Mammae will immediately notify Mia of this to the client. The client shall have the right to cancel the order in writing after receipt of this notice for eight days, but with the obligation to reimburse Mammae Mia for the executed part of the assignment.

Article 7: Complaints

1. Mammae Mia uses a complaints procedure for the purpose of carefully handling a complaint, which can be provided at request of the client.
2. Complaints must be submitted in writing within 14 days after the termination of the care.

3. Expressing dissatisfaction via social media is not permitted, the client is held accountable for the costs for removal.
4. Material damage must be reported to Mammae Mia in writing immediately but no later than within 48 hours after discovering the damage.
5. If a complaint cannot be resolved satisfactorily, the complaint can be forwarded to an independent complaints committee.

Article 8: Privacy

1. Every employee of Mammae Mia has a duty of confidentiality.
2. Mammae Mia requires personal details of the client for the provision of responsible care. The client is always entitled to view this data. Mammae Mia manages this data with the utmost care. The data is not accessible to unauthorized persons and is not passed on to third parties without the consent of the client or their agent. An exception to this is in emergency situations.
3. The privacy regulations are available at the Mammae Mia office.

Article 9: Disputes

1. There is a dispute as soon as one party states that this is the case.
2. All transactions of Mammae Mia are exclusively governed by Dutch law, all disputes will therefore be settled at the discretion of a competent judge in the Netherlands, to the exclusion of all other arbitrating, advisory and judiciary bodies.

Article 10: Final provision

1. In all cases in which these General Delivery and Payment Conditions do not provide, the decision rests exclusively with Mammae Mia

If you have any further questions regarding the reading of the terms and conditions of Mammae Mia, please contact us.