

Dear Patient,

We are looking forward to welcoming you to our Physiotherapy Practice: Fysiotherapie Heikant.

In preparation for your first visit to our offices, please take note of the legal obligation to identify yourself prior to receiving any treatment or services. We request that you bring a **valid legal ID** such as a driver's license, residency card or country issued passport / visa.

We have learned by experience that misunderstandings can frequently occur over the billing and payment process. This happens because every health insurance provider has their own set of rules and conditions. Therefore, in advance of your first visit, we also advise that you confirm arrangements with your health insurance provider.

- Your insurer may not always reimburse the full amount per treatment.
- Your policy may only cover a certain number of treatment sessions for each year.
- Your policy may only cover a certain cost per treatment, or have a maximum total allowable cost per year.
- If the policy budget limit is reached, you will be responsible for paying the remaining treatment costs.

Because you are responsible for the financial side of the treatment, we ask that you acknowledge and approve this arrangement during your first consultation. With your approval, you also indicate that you are familiar with our general terms and conditions, which are attached for your further reference.

Kind Regards

Physiotherapy Team Heikant

Our Opening Times: Monday 08.00-17.00 and 18.00-21.00 hrs

Tuesday 08.00-19.00 hrs

Wednesday 08.00-17.00 and 18.00-20.00 hrs Thursday 08.00-17.00 and 18.00-21.00 hrs

Friday 08.00-17.00 hrs

Did you know that we offer "Physio-Fitness" here in the Practice?!!

Carefree Movement a.k.a. Bewegen Zonder Zorgen

For more information visit www.fysiotherapieheikant.nl

September 2018 version

General Terms and Conditions of Heikant Physiotherapy Society, established offices in Veldhoven.

Art. 1: Definitions and Applications

- 1. These general conditions are applicable to and form part of all our medical treatment agreements. These terms and conditions establish all the arising legal relationships between the caregiver, the Society "Fysiotherapie Heikant in Veldhoven", hereforth MFHV, and all the other interested parties or the referrer, the patient or their legal representative, also to be called "the patient".
- 2. The term "patient" under these conditions, means: Every person who has signed for and agreed to a "treatment plan agreement" with MFHV, or who wish to conclude and except the said plan, their representatives, authorised representatives, legal successors and their heirs.
- 3. The general terms and conditions are handed to the patient before or upon signing for the treatment plan agreement. In the case of the patient not agreeing to (the application of) the general terms conditions, we require a written objection to be submitted within five working days to MFHV.

Art 2: The Agreement

- 1. An agreement is concluded at the time that MFHV has accepted and confirmed an assignment verbally or in writing. MFHV reserves the right not to accept a contract.
- 2. The acceptance of assignments is exclusively reserved for the members of the partnership.
- 3. After the establishment of the contract, additional appointments become part of the agreement.
- 4. Upon conclusion of the agreement, the patient is properly informed about the nature and content of the proposed treatment; the patient gives MFHV, to the best of his knowledge, the information and cooperation that MFHV requires for the execution of the treatment agreement.
- 5. For the correct execution of the treatment, MFHV can, after obtaining consent from the patient, liaise with third parties with whom professional cooperation is necessary for the execution of the treatment. Any costs associated with this are in principle for the account of the patient.
- 6. If due to circumstances (such as bankruptcy, seizure, receivership) the patient is unable to meet his (future) financial obligations, MFHV is entitled to demand any amount due after a written warning and to unilaterally dissolve the agreement judicially.

Art. 3: Prices

- 1. All prices and rates are inclusive of VAT, as is required by the law.
- 2. At the end of the treatment agreement, the bill of associated costs will be drawn up. Legal tariff instructions apply. When a budget change is planned, MFHV will inform the patient as soon as possible.
- 3. The list of current rates is available for inspection on the MFHV website or upon request at MFHV

Art. 4: Force Majeure

- 1. By "Force Majeure" we understand; that either or both parties simultaneously or independently of each other, or as a result of unforeseen circumstances, prompts a lack of ability to keep to the agreement: That the agreement with the other party can no longer be reasonably extended.
- 2. In case of force majeure, MFHV is entitled to suspend fulfillment of the agreement for so long as the force majeure situation continues. As soon as the situation ends, (further) fulfillment of the contract will continue.

Art. 5: Cancellation Conditions

1. The appointments made by the patient must be cancelled at least 24 hours in advance. If the cancellation does not take place or does not take place on time, MFHV is entitled to charge for the treatment costs.

Art 6: Liability

- 1. MFHV is not liable for loss and / or damage and / or theft of (sport) clothing and / or personal property.
- 2. For damage suffered by the patient as a result of an event for which MFHV is legally liable, the patient is entitled to compensation for the damage suffered after proof of liability on behalf of MFHV.
- 3. MFHV is not liable for any consultation with the patient that has been made, that exceeds the original contracted treatment duration

Art 7: Payments

- 1. All payments from the patient's account must be deposited within 14 days of the invoice date, either in cash or in a bank account designated by MFHV.
- 2. If the MFHV dated invoice is not paid within the 14 day term, the patient is then legally in default. In this case, MFHV will then inform the patient in writing to re-pay within a further period of 14 days. From the original invoice date the patient owes the statutory interest over the outstanding amount, with each month that occurs, counting as a full calendar month.
- 3. If the payment of the invoice amount and the statutory interest is not received within the extended payment term, MFHV will then take (legal) action to obtain payment. The patient becomes then liable for the associated incurred legal and/or administrative collection costs, without prejudice to any legal costs owed by the patient pursuant to a court order.
- 4. All payments made by or on behalf of the patient first serve to settle the interest and costs owed and then the due and payable invoices; whereby debit will first take place on the longest outstanding invoices, even if the patient states that a payment relates to later invoice.
- 5. The invoices are delivered digitally to the care provider according to the agreement. If the health insurer does not pay, the invoice is sent to the patient.
- 6. Termination of the agreement does not release the patient from his payment obligation with regard to invoices that have already arisen or are still to be incurred.
- 7. The payment obligations cannot be suspended in the case of the patient submitting a complaint about the execution of the agreement or the applicable rates, unless the complaint concerns a shortcoming, which justifies (partial) suspension. The patient must immediately inform MFHV of his complaint in writing

Art. 8: Applicable Law and Dispute Resolution

- 1. The legal relationship between MFHV and the patient is exclusively governed by Dutch Law
- 2. Any disputes will only be decided by the court within whose jurisdiction MFHV holds office

Art 9: Law and Legislation

- 1. MFHV adheres to the general Data Protection Regulation
- 2. MFHV works according to the Quality, Complaints and Disputes in Health Care Act. If you are not satisfied, you can request a copy of this Act.