

1. Introductory Provisions

These terms and conditions apply to all care agreements concluded by Marcelle's Maternity Care B.V. For the formation and execution of the care agreement, the client provides the necessary information to Marcelle's Maternity Care.

* Registrations with Marcelle's Maternity Care become binding after a 14-day cooling-off period.

2. National Indication Protocol and Intake Interview

- The nature and scope of maternity care are determined according to the National Indication Protocol for Maternity Care (LIP).
- Before the 36th week of pregnancy, an intake interview takes place:
- For the first child: at home or by phone/ video call.
- For a second or subsequent child: by phone, unless special circumstances require a home visit.

3. Postnatal Period

Maternity care is provided for 8 to a maximum of 10 days (if medically necessary) following the delivery date. Care days are continuous from Monday to Sunday.

Daily Hour Allocation:

- Minimum of 3 hours and a maximum of 10 hours per day, depending on the indication.
- Maternity care on public holidays: maximum of 4 hours, though 8 hours will be charged.

Marcelle's Maternity Care makes every effort to provide the indicated hours of maternity care.

Special Cases:

- Registrations after the 5th month of pregnancy: at least 24 hours of care divided over 8 days.
- If you send the maternity caregiver away earlier (without medical reason), the remaining hours will still be charged.

* In the event of force majeure due to illness, high demand, or other capacity issues, Marcelle's Maternity Care reserves the right to provide less than three hours of care per day.

4. Digital Care Provision

Digital maternity care, such as e-consultations and telephone consultations, is calculated as one hour of physical maternity care according to the indication.

5. Changes

Changes in insurer or other relevant information must be reported immediately in writing.

6. Costs of Maternity Care

Maternity care falls under the Health Insurance Act and is part of the basic insurance package.

- Clients pay a statutory co-payment of €5.40 per hour in 2025.
- Supplemental insurance may partially or fully cover this co-payment. Check this via the co-payment tool on the website.
- Costs not covered by the health insurer will be charged to the client or waived in consultation.

7. Cancellation

In the case of early cancellation or double registrations, a penalty clause is applied to prevent unnecessary strain on maternity care capacity. Cancellations must be reported in writing. The penalty clause is structured as follows:

- Upon registration: €16.63 registration fee + €10 administration fee.
- After intake: €16.63 registration fee + €10 administration fee + €112.24 intake costs + €50 reservation fee.
- Within 6 weeks before delivery: €16.63 registration fee + €10 administration fee + €112.24 intake costs + €100 reservation fee.
- During care provision: All incurred costs will be charged.

* Maternity care cannot be canceled due to visitors or family staying to assist. If you are admitted to the hospital during care, you must inform us when you return home so that care can resume. You are obligated to notify us once you have given birth, even if you stay in the hospital for a few days.

8. Working Conditions

Marcelle's Maternity Care reserves the right to temporarily suspend or terminate care if:

- The behavior of clients, household members, or visitors is unacceptable.
- The working conditions do not meet established occupational health and safety guidelines (e.g., a smoke-free environment).
- Camera surveillance in the home during maternity care is not permitted unless justified by a legitimate interest. We request cameras to be turned off during these times.

Violation of these conditions may result in the suspension or termination of care.

Occupational Health and Safety

There are specific conditions regarding occupational health and safety that clients must meet. These conditions are based on occupational health legislation and national safety guidelines. These will be discussed during the intake interview. Additional agreements may be made and documented in the care plan if necessary. If there is a contagious illness in the household, you must notify the organization by phone before care begins, so our staff can work with protective measures. Failure to meet these conditions or agreements at the start of care may affect the provision of care.

9. Privacy Policy

Marcelle's Maternity Care applies a privacy policy to protect personal data. The data retention period is 20 years.

10. Liability

- Damage caused by the maternity care provider must be reported in writing within two weeks using the KWOSI form.
- The deductible for damages is €100.
- Marcelle's Maternity Care is not responsible for the use of non-recommended aids.

11. Payment

Clients who fail to meet their payment obligations on time will owe statutory interest and collection costs. Supplemental insurance is recommended to cover co-payments.

12. Complaints

Complaints must be submitted in writing to Marcelle's Maternity Care so that appropriate measures can be taken. Discuss dissatisfaction with the maternity caregiver first.

13. Formation of the Care Agreement

The care agreement automatically takes effect after the 14-day cooling-off period. As stated in Article 6, paragraphs 1 and 2 of the general terms and conditions, if you do not agree with these terms, you must notify us in writing or by email within 14 days. In such cases, the care agreement can be canceled free of charge.

14. Pets

The caregiver is not responsible for the care of pets.

15. Parking

If paid parking applies, the client must arrange a permit, parking card, or parking facility. Incorrect parking provisions or fines are the responsibility of the client.

16. Use of Keys

Clients are responsible for managing their keys. Marcelle's Maternity Care is not liable for loss or theft.

17. Responsibility Distribution

The midwife is responsible for the postpartum period. The maternity caregiver always consults the midwife in case of problems.

18. Trainees

Maternity care may be provided by trainees under expert supervision.

Contact

For questions or comments, you can contact us by phone at 085 800 1801 or by email. We are available on weekdays from 9:00 a.m. to 4:00 p.m.

Established by the authorized management of the care provider on 01-01-2025

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