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KNMT PAYMENT TERMS

Payment terms for dental care

English translation of the Dutch document supplied by the practice. The Dutch source text takes precedence. This translation is not an official KNMT publication.

General

1. These payment terms apply to dental care or, where applicable, oral surgery or orthodontic care provided by a member of this practice, referred to below as the care provider. The payment terms form part of the treatment agreement and are handed to or sent (digitally) to the patient before or when the treatment agreement is concluded.

2. Where applicable, references to the patient in these payment terms also include the patient's legal representative.

3. Treatment costs are calculated in accordance with the most recent fee schedule established and published by the Dutch Healthcare Authority (hereinafter: NZa) under the latest applicable Oral Healthcare Regulation, reference NR/REG-2609. If a newer version applies, these payment terms refer to the applicable Oral Healthcare Regulation and its corresponding reference. The most up-to-date fee schedule is enclosed with these payment terms and is therefore made known to the patient at the same time as these payment terms are handed over or sent (digitally). In addition to treatment costs, material and laboratory costs may be charged in accordance with the latest applicable Oral Healthcare Regulation. This excludes the costs of treatments for which the NZa has not set fees (including temporarily as part of an experiment) and for which fees are wholly or partly unregulated.

4. If the patient cannot attend an appointment, they must cancel at least 1 working day in advance. If the patient does not cancel or cancels too late, the care provider may charge a fee. The fee is charged to the patient according to a scale[1] based on the model below. The appointment confirmation informs the patient of the time reserved for the treatment.

Fee payable by the patient for a missed appointment

Time reserved for treatment	Fee, including VAT
0 - 10 minutes	€ 20
11 - 30 minutes	€ 40
31 - 60 minutes	€ 60
More than 60 minutes	€ 80

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5. The care provider gives the patient a cost estimate[2] in advance in cases where the NZa requires this. The estimate complies with the requirements of the current Oral Healthcare Regulation[3]. The patient is informed (in good time) of any (potential) overrun in treatment time (for example, due to complications arising during treatment) and/or any overrun of the estimate by more than 10%.

6. The care provider informs the patient in the manner prescribed by the applicable NZa Healthcare Providers Transparency Regulation, most recently known under reference TH/NR-035. 01. If a newer version applies, this refers to the Healthcare Providers Transparency Regulation with the latest reference.

7. Any questions about an invoice should be addressed to the care provider as soon as possible after the invoice date. Further information is available at www.allesoverhetgebit.nl/alles-over-kosten-en-vergoedingen.

8. The legal representative is liable for the treatment costs of a patient under the age of 16. A patient aged 16 or 17 is personally liable for the costs of their treatment, unless the legal representative has confirmed in writing that they will pay the costs.

Payment period and consequences

9. Treatment costs are payable immediately. The care provider may ask the patient to pay at the practice immediately after treatment, or may send an invoice afterwards.

10. The patient must pay an invoice within 14 days of the invoice date. This is a strict payment deadline. If full payment is not received within this period, the patient is in default from the day following the expiry of this period. Before extrajudicial collection costs are charged, the patient receives a written payment demand. This gives the patient one further opportunity to pay the outstanding amount without extrajudicial collection costs within fourteen days, starting on the day after the patient receives the demand. The demand states the amount of extrajudicial collection costs payable if full payment is not received within that period.

11. If the patient has not paid in full after entering default and after the unused expiry of the period in the demand referred to in article 10, the patient owes extrajudicial collection costs. These are determined in accordance with article 6:96 of the Dutch Civil Code and the Decree on Compensation for Extrajudicial Collection Costs. If the care provider cannot reclaim the VAT due on collection costs, this VAT may also be passed on to the patient. From the moment the patient is in default, statutory interest as referred to in article 6:119 of the Dutch Civil Code is payable on the outstanding amount.

12. If payment is still not received after the out-of-court collection process, the care provider may transfer the claim to a bailiff for further recovery. In legal proceedings, an order requiring the patient to pay the legal costs will also be sought.

13. Payments are first applied to the oldest outstanding debt or debts.

14. If payments are overdue, the care provider may suspend further treatment or provide it only against immediate payment by debit card, unless the amount overdue, the need for dental treatment or the urgency of the situation makes this inappropriate.

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15. The obligation to pay is not suspended because the patient submits a formal complaint about the invoice and/or treatment. The patient may only have a right to suspend payment in the cases provided for by law, as set out in Division 7 (rights of suspension) of Book 6 of the Dutch Civil Code (article 6:52 et seq.) and article 6:262 of the Dutch Civil Code.

16. The obligation to pay does not lapse because the patient terminates the treatment agreement or asks the care provider to transfer treatment-related information and items to another party. In such cases, the care provider is not entitled to refuse, even temporarily, to transfer the patient's records to another care provider until the patient has met their payment obligations.

17. If any provision of these payment terms is void or voidable, the validity of the remaining provisions is unaffected.

Notes

1. This scale is based in part on the applicable fees, which are or may be subject to annual changes.

2. This means a written estimate, unless it has been agreed with the patient (and recorded in their file) that an oral estimate, including at least a total amount, is sufficient.

3. The Oral Healthcare Regulation is most recently known under reference TB/REG-25612-01. If a newer version applies, this refers to the Oral Healthcare Regulation with the latest reference.