

Child and Youth Act - General Terms and Conditions

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Section 1 Definitions

Within these general terms and conditions, the following definitions apply:

- 1.1 **Advocate:** the person appointed by the client who, without a legal basis but on the basis of a written assignment from the client, represents the client in the event of legal incompetence and assists the client in representing his interests.
- 1.2 **Care decision:** for care arranged by a healthcare provider (zorg in natura, ZIN), the decision of the competent assessment body stating whether a client is eligible for a youth assistance service. For care arranged using a personal budget (persoonsgebonden budget, PGB): the decision of the competent assessment body determining a client's eligibility for a personal budget.
- 1.3 **Client:** a natural person who receives or will receive services from Lunet, potentially represented by his/her legal representative, advocate and/or another type of representative/involved party insofar as the client does not have a legal representative or an advocate.
- 1.4 **Client support:** independent support arranged by the municipality on behalf of the client for information, advice, general support and mediation.
- 1.5 **Youth assistance service:** service provision by Lunet under the Child and Youth Act as agreed in the agreement entered into by the client and Lunet.
- 1.6 **Lunet:** the service provider providing the services as stipulated in the agreement.
- 1.7 **Agreement:** the individual agreement entered into in writing between Lunet and client/representative by which Lunet undertakes towards the client/representative to provide the youth assistance service or similar services.
- 1.8 **Private funding:** client/representative purchases services from Lunet under an agreement without the use of a PGB.
- 1.9 **Personal development plan (PDP):** the document in which agreements on the youth assistance service or other services to be provided by Lunet are recorded. The agreements in the PDP include the intended objectives, the agreed commitment by Lunet and representatives and/or informal carers and the method of evaluation. This document forms an integral part of the agreement.
- 1.10 **Personal budget (PGB):** a budget in the form of drawing rights granted to the client and with which the client can make payments (or have payments made) for eligible services provided by Lunet.
- 1.11 **Legal representative:** the person who represents the unauthorised and/or legally incompetent client, such as the parent(s) or guardian in the case of a minor client and a curator or mentor in the case of an adult client.

Section 2 Applicability

- 1.12 **WGBO:** the Medical Treatment Agreement Act (Book 7, Title 7, Section 5 Civil Code).
- 1.13 **Care arranged by a healthcare provider (ZIN):** youth assistance arranged by a healthcare provider is youth assistance for which Lunet receives direct remuneration for the services provided to the individual client under the Child and Youth Act in accordance with the statutory regulations pursuant to the agreement with a municipality.
- 1.14 **Remote care:** the remote application of care services using information and communication technology.
- 2.1 These general conditions apply to all agreements between the client/representative and Lunet concerning a youth assistance service and other services (ZIN, PGB, private payment or otherwise).
- 2.2 These general terms and conditions expressly do NOT apply to care and/or service agreements under the Long-Term Care Act (Wet langdurig zorg, Wlz).
- 2.3 Exceptions to the general terms and conditions must be expressly agreed in writing between Lunet and the client.
- 2.4 Should any provision in these general terms and conditions or in the agreement be inapplicable or invalid in the opinion of the court, only the relevant provision shall be considered as not written, but the general terms and conditions and the agreement shall otherwise remain in full force and effect. The client and Lunet will enter into consultations to replace the inapplicable or invalid provision in question with a new provision, taking into account as far as possible the purpose and purport of the previous provision.

Agreement

Section 3

Agreement

- 3.1 In the agreement, the client/representative and Lunet set out the agreed services.
- 3.2 Lunet can provide remote care to individual clients by deploying home automation resources. Agreements on this are made with the client/representative concerned and recorded in writing.
- 3.3 The agreement, including the personal development plan (PDP), is entered into in writing and comes into effect after being signed by the client/representative and Lunet.
- 3.4 If the actual service started on an earlier date than the signing of the agreement, that date shall be the effective date of the agreement. The agreement will specify that effective date.
- 3.5 Unless otherwise specified, these general terms and conditions shall expressly form part of the agreement. The client/representative and Lunet will consult with one another on the adjustment of the agreement if circumstances warrant. Such circumstances exist in any case if:
 - a. Lunet no longer receives full or partial compensation from the municipality and/or the health insurer and/or the client/representative for the performance of the agreed services;
 - b. for other reasons, the scope or severity of the service due to changed demand develops in such a way that it becomes wholly or partly outside the scope of the agreement;
 - c. in the case of a PGB when the decision is changed by the municipality. If the client/representative can demonstrate that he has sufficient drawing rights or sufficient financial resources of his own based on the amended decision, the agreement can be continued, with potential adjustments.

Section 4

Termination and cancellation

- 4.1 The agreement with the client and with it the right to services and, if applicable, a stay at Lunet, ends by:
 - a. expiry of the term of the agreement;
 - b. expiry/termination of the issued indication assessment decision/care order, unless there is an appropriate (follow-up) care order and services can be continued according to Lunet;
 - c. death of the client;
 - d. termination of the agreement by the client or Lunet;
 - e. dissolution of the agreement;
 - f. end of the agreement between the municipality and Lunet;
 - g. a court order or other title pursuant to which the client is compulsorily admitted elsewhere and the agreed services are effectively discontinued as a result;
 - h. a final departure of the client from the institution as determined by Lunet;
 - i. by mutual agreement;
 - j. other statutory or agreed grounds for termination.
- 4.2 For the client with a PGB, the agreement will also end upon the occurrence of the following circumstances:
 - a. revocation of the care order by the municipality. In such a case, the agreement will end from the day of revocation;
 - b. modification of the decision by the municipality. The agreement will end from the day of amendment if the client cannot prove that he has sufficient drawing rights or sufficient financial resources of his own based on the amended decision.
- 4.3 Lunet may unilaterally terminate the agreement in writing on the grounds of such weighty reasons that continuation of the service cannot reasonably be required. These reasons include at least:
 - a. that the client/representative fails to comply with its obligations under the agreement;
 - b. that the client/representative refuses to provide the cooperation reasonably required for the proper performance of the agreement, including prolonged absences;
 - c. a breach of trust between client/representative and Lunet that prevents proper care provision;
 - d. that the client, his/her representative, advocate, informal carer or others involved with the client, exhibits/displays behaviour towards Lunet employees and/or clients, which no longer makes continuation of the service provision possible, which includes matters such as aggression, violence, criminality and intimidation;
 - e. such alcohol and/or drug abuse by the client as to render the service impossible;
 - f. that the scope or severity of the service provision, due to changed demand, develops in such a way that it goes beyond the scope of the indication/decision and/or agreement and the client/representative and Lunet cannot agree on an adjustment to the agreement, whether or not because the municipality does not agree;

Rights and obligations

- g. that Lunet cannot (or can no longer) provide the agreed service, whether due to an amended indication/care order or otherwise, because the agreements between Lunet and the municipality do not allow for this;
- h. that the client or his representative fails to apply for a new care order;
- i. the moment that Lunet no longer receives (reasonable) compensation from the municipality, the Social Insurance Bank or the Health Insurer for the performance of the agreed services;
- j. that the client is compulsorily admitted to Lunet as a result of a court order or other mandate;
- k. suspension or bankruptcy of Lunet;
- l. that the client/representative fails to meet its payment obligations;

4.4 Lunet will, if it terminates the agreement, to the best of its ability and if requested by the client/representative, assist in finding an alternative for the client. Lunet may terminate the agreement pursuant to Section 4.3 with effect from any day of the calendar month, subject to two months' notice, unless urgent reasons, to be communicated immediately to the client/representative, justify immediate termination of the care agreement. Termination with immediate effect may in any case take place in the cases mentioned in Section 4.3 d, i, k and l.

4.5 The client/representative may terminate the agreement in writing with effect from any day of the calendar month, subject to a notice

period of one month, unless another period is agreed in writing or unless urgent reasons, to be communicated to Lunet without delay, justify immediate termination of the agreement.

4.6 In the case of a PGB or private financing, the client/representative may further terminate the agreement upon adjustment of prices and rates as referred to in Section 25.4 of these general terms and conditions, subject to one month's notice. If the rate increase takes effect within a period shorter than one month, the client may terminate the agreement with effect from the date on which the rate increase takes effect. If Lunet amends these general conditions, the client/representative may terminate the agreement with effect from the day on which the amendment to the general conditions takes effect.

Section 5 Access to services

- 5.1 The client/representative who receives ZIN or purchases services with a PGB must have a valid care order. Insofar as Lunet does not have access to the care order, the client/representative must provide it upon Lunet's request.
- 5.2 The client/representative who purchases care based on the Health Insurance Act or supplementary insurance must have a referral from a (general) practitioner if required by the Health Insurer.
- 5.3 The client/representative who purchases services based on private funding can make arrangements directly with Lunet.
- 5.4 The care needs may develop in such a nature and extent that, in Lunet's opinion, there can no longer be any responsible provision of services within the limits of the care order. In such a case, Lunet will request the client/representative to apply for a new care order from the municipality (the board of mayor and aldermen) within 5 business days, giving reasons in writing. If required, Lunet can support the client/representative in this process.
- 5.5 The client/representative must inform Lunet without delay of the withdrawal, modification of the decision and of re-assessment. In the event of negligence, any financial consequences are for the client.
- 5.6 As soon as the client receives services from a third party, including for example another care provider, he will inform Lunet as soon as possible.

Section 6 Services

- 6.1 Lunet provides client services in accordance with the prevailing standards of professionalism, quality and science.
- 6.2 Lunet is authorised to outsource its actual obligations arising from the agreement with the client to (a) third party (parties).

Section 7 Spatial privacy

- 7.1 Lunet shall ensure that the services are performed outside the observation of others than the client, unless the client has agreed that the services may be observed by others and/or delaying the services is not justified or performing the services outside the observation of others is not reasonably possible.
- 7.2 Persons other than the client do not include those whose professional cooperation in the performance of the services is necessary.
- 7.3 Persons other than the client also do not include the persons mentioned in Section 17.1 whose consent is required for the performance of the agreement in the case of a minor or a legally incompetent client, unless their presence makes it impossible to act in accordance with the standards mentioned in Section 6.1.

Section 8 Information

- 8.1 Lunet provides the client/representative with general information about the service and that specific information about the content of the service to be provided, which the client/representative should reasonably have. Lunet provides this information in writing if requested by the client/representative.
- 8.2 The information is understandable and appropriate to the client's age and comprehension. The information is proportionate to the nature of the service the client receives, of which he should reasonably be aware taking into account his limitations. Lunet will only refrain from providing the information if it would lead to serious harm to the client.
- 8.3 If the client's interests so require, Lunet will provide the relevant information to the client's legal representative, his/her advocate or another person involved with the client.
- 8.4 If the client/representative does not wish to receive information, Lunet will respect this, except if the client's/representative's interest in doing so does not outweigh the harm that may result to himself or others.
- 8.5 When entering into the agreement, Lunet will additionally provide information about participation, the complaints procedure in accordance with Section 13 and other relevant policies implemented by Lunet.

Section 9 Personal development plan (PDP) and consent

- 9.1 The arrangements for the development of the agreed services and discussion of the PDP are set out in a PDP.
- 9.2 A first point of contact is designated within Lunet for the client and/or representative.
- 9.3 Prior to the PDP discussion, the client or his/her representative can provide Lunet with his/her own personal development plan. Lunet will inform the client or the client's representative in a timely manner. If the client or the client's representative has handed over a personal development plan, Lunet will involve this personal development plan in drawing up the PDP.
- 9.4 If the client does not wish to participate in a PDP meeting, the PDP will be drawn up by Lunet in such a way that the client's assumed wishes and known capabilities and limitations are taken into account to the greatest extent possible.
- 9.5 Except in the cases mentioned in the previous paragraph, the PDP comes about in consultation with and with the consent of the client. The PDP, even if established in accordance with Section 9.4, forms an integral whole with the agreement. By signing the agreement, the client consents to the performance of all actions that form part of the PDP as it applies from time to time.
- 9.6 Insofar as the client or the client's representative has indicated (partial) non-consent to the service, Lunet records this in the PDP.
- 9.7 Intensive medical intervention or other actions that are not part of the PDP require the explicit consent of the client/representative, except for urgent action. Urgent means the apparent need to perform the act without delay to prevent serious harm to the client or others. The client/representative is informed of the action afterwards as soon as possible.
- 9.8 The PDP is reviewed periodically. Agreements to this extent are included in the plan. Updating of the PDP will take place by mutual agreement after completion of the evaluation.
- 9.9 The client/representative gives Lunet all the information Lunet needs for the preparation and implementation of the PDP.
- 9.10 The client/representative has the option of using client support in preparing or adapting Lunet's PDP. Upon request, the client can also involve informal carers in the drafting, evaluation and adjustment of the PDP.
- 9.11 A copy of the PDP is provided by Lunet to the client or the client's representative.
- 9.12 Lunet may deviate from the provisions of Section 9.1 if permitted under applicable laws and regulations, which includes agreements with the responsible municipality.

Section 10 Client's obligation

- 10.1 The client representative shall cooperate to the best of his/her ability as reasonably necessary for the performance of the agreement.
- 10.2 The client/representative is obliged to inform Lunet without delay of facts and circumstances that may be relevant to the provision of services.
- 10.3 The client/representative is obliged to inform Lunet of the appointment and/or dismissal of a legal representative of the client.
- 10.4 The client/representative is obliged to provide all information, data and written documents reasonably required by Lunet for the proper performance of services in a timely manner.
- 10.5 The client/representative guarantees the accuracy, completeness and reliability of the information and written documents provided by them.
- 10.6 In the event that Lunet provides services in the client's private home, further conditions and requirements may be set with regard to working conditions which the client/representative must comply with.
- 10.7 Lunet may similarly impose requirements on the client's clothing and (medical) equipment. This is to support the client in the most responsible way possible.

Section 11 Filing, confidentiality and privacy

- 11.1 Lunet established a file relating to the services provided to the client. Lunet keeps a record in the file of the relevant data on the client's health and data directly related to the provision of services.
- 11.2 The PDP is a component of the file.
- 11.3 The file remains the property of Lunet.
- 11.4 Lunet shall ensure that no information about the client or access to or copy of the file is provided to anyone other than the client/representative except with the consent of the client/representative, except to comply with a legal obligation. Even then, provision is only made to the extent that it does not violate the privacy of another person.
- 11.5 Information or inspection may be given to those directly involved in the performance of the agreement and their substitutes without the consent of the client/representative to the extent necessary for the performance of their duties.
- 11.6 Information or inspection may be given to the legal representative or advocate of the minor or legally incompetent client without the client's consent, insofar as this information is necessary for the purposes of representation.
- 11.7 By signing the agreement, the client authorises Lunet to process and share personal data insofar as this is necessary for the performance of activities such as file management, financing of services and their settlement, peer review, peer supervision, supervision, training, quality control and promotion.
- 11.8 If the client and Lunet agree that the client receives or will receive (part of the) services from a third party engaged by Lunet, the client also gives consent for the necessary data processing and exchange between Lunet and the third party engaged by Lunet by signing the agreement.
- 11.9 Lunet retains the file for the period mentioned in the WBGO (Medical Treatment Agreement Act) (per 2016, this is 15 years), counting from the time the care agreement is terminated. Data relating to the client that is not a component of the file will be kept by Lunet for as long as necessary for the purpose for which the data was obtained. At the end of that period, Lunet will destroy the data. If this concerns data received by Lunet from the client/representative, Lunet will return it to the client/representative.
- 11.10 Lunet shall destroy the file or parts of the file within three months after a written request to that effect from the client/representative, unless the request concerns documents of which it is reasonably plausible that the preservation is of substantial interest to Lunet and/or a person other than the client/representative as well as insofar as the provisions under or pursuant to the law preclude destruction.
- 11.11 Lunet shall provide the client/representative with access to and copies of the documents forming part of the file. Disclosure shall be withheld to the extent necessary in the interest of protecting the privacy of another person. Lunet may charge a reasonable fee for the provision of the copy.
- 11.12 For ZIN, Lunet cooperates with the provision of data for the purpose of carrying out the statutory duties of the CAK, SVB and municipalities including audits by municipalities, provided that these audits are carried out in accordance with relevant privacy legislation.
- 11.13 Personal data of the client are processed in accordance with the rules of the Personal Data Protection Act and the Child and Youth Act.

Section 12 **Income management**

12.1 The client/representative is personally responsible for managing the client's income and expenses. Lunet is never liable for this.

Section 13 **Complaints**

- 13.1 The client/representative can discuss a complaint with their assigned client supervisor or their manager.
- 13.2 Complaints can also be submitted to a client confidential advisor.
- 13.3 In addition, Lunet has adopted a complaints procedure. On this basis, the client/representative can file a complaint with the Client Complaints Committee. The complaints procedure is available for inspection at Lunet and will be sent to the client/representative upon request. The complaints procedure can also be consulted on the website www.lunet.nl.
- 13.4 The client may make complaints about the service provided by Lunet orally and in writing in the manner set out in Lunet's complaints procedure.

Section 14 **(Intellectual) property rights**

- 14.1 In respect of advice and/or publications issued by or on behalf of Lunet in relation to the provision of services, the intellectual property rights are vested in Lunet. The documents partly related to advice regarding the service provision that has been handed over to Lunet by the client/representative remain the property of the client/representative.
- 14.2 The client/representative undertakes not to make the opinions issued by or on behalf of Lunet available for inspection by third parties except with the prior consent of Lunet unless this is required pursuant to a statutory provision or it concerns use in complaint proceedings, disciplinary proceedings, or other legal proceedings in which Lunet or a third party associated with it is also a party.
- 14.3 If, within Lunet and/or with the use of Lunet's resources, the client creates a work (of art) subject to intellectual property rights, these rights shall belong to Lunet. By signing the agreement, the client/representative transfers these rights to Lunet in advance. If and insofar as this transfer does not lead to a legally valid transfer in advance, the client or his/her legal representative will, upon request and after the creation of individual intellectual property rights, provide all cooperation to realise the transfer envisaged in this Section.

Section 15 **Duties towards the legally competent minor client**

- 15.1 If a competent Client is older than 12 years but younger than 16 years, Lunet requires the consent of the minor and his/her legal representative to execute the care agreement. Lunet fulfils the obligations arising from the care agreement with the client/representative both towards the client and the client's legal representative.
- 15.2 If a competent client is 16 years of age or older, Lunet fulfils the obligations arising from the care agreement with the client only towards the client himself.
- 15.3 If, in the opinion of Lunet, a client aged 16 years or older is effectively competent to determine his will in relation to any part of the care agreement, Lunet will fulfil its obligations to the client in relation to that part of the care agreement.

Section 16 **Duties towards the legally incompetent client**

- 16.1 If the client is under 12 years of age, Lunet will fulfil its obligations under the care agreement towards the legal representative.
- 16.2 If the legally incompetent client is older than 12 years and younger than 18 years, Lunet will fulfil its obligations under the care agreement towards the legal representative.
- 16.3 If the legally incompetent client is 18 years of age or older, Lunet will fulfil all its obligations under the care agreement towards the client's legal representative, unless, in the opinion of Lunet, the client is effectively competent to determine his will in respect of any part of the care agreement. In that case, Lunet follows the will of the client as far as that component is concerned.
- 16.4 In the absence of a legal representative as referred to in the previous paragraph, Lunet shall fulfil the obligations arising from the agreement with the client towards the advocate.
- 16.5 If an advocate is also missing, Lunet will fulfil the obligations arising from the agreement with the client towards one of the following persons:
- the client's spouse;
 - the client's registered partner;
 - the client's life partner;
 - a parent of the client;
 - a sibling of the client.
- 16.6 Lunet chooses towards which of the aforementioned persons it fulfils its obligations, in this choice the person's actual connection with the client and his suitability to act as a representative play an important role.

Location agreements

Section 17 Representation

- 17.1 If, pursuant to an agreement to which these general terms and conditions apply, Lunet fulfils its obligations in relation to the client towards a person other than the client himself, such person shall exercise the care of a good representative, including by involving the client as much as possible in the performance of his duties as a representative.
- 17.2 Lunet does not fulfil its obligations towards the client in relation to the person mentioned in Section 17.1 if this is incompatible with Lunet's duty as mentioned in Section 6.
- 17.3 If the client opposes an operation of a major nature for which the person referred to in Section 17.1 has given consent, that operation may only be carried out if it is necessary to prevent serious harm to the client.
- 17.4 Lunet may perform an operation without the consent of a person referred to in Section 17.1 if the time for seeking such consent is lacking due to the fact that immediate performance of the operation is obviously necessary in order to prevent serious harm to the client.
- 17.5 For operations of a non-invasive nature, the consent of a person referred to in Section 17.1 may be presumed.

Section 18 Liability

- 18.1 The client/representative is obliged to give Lunet the opportunity to remedy a shortcoming by Lunet to comply with the contract within a reasonable period at Lunet's expense.
- 18.2 The liability of Lunet is limited to the amount paid out in this regard by an insurance policy taken out by Lunet, insofar as this liability is covered by the insurance policy. If, in any case, the insurance does not provide cover or does not disburse compensation, liability shall be limited to no more than the amount involved in the agreement. In the case of agreements with a term of three months or more, the total liability will be limited to the compensation to be paid by Lunet over a period of no more than three months immediately preceding the occurrence of the loss-causing event. Lunet is never liable for indirect damage.
- 18.3 Section 18.2 also applies to the third parties engaged by Lunet.
- 18.4 The limitations in liability as referred to in Section 18.2 do not apply if the damage is due to intent or gross negligence of Lunet or to the extent that there is a medical treatment agreement as referred to in the Medical Treatment Agreement Act (WGBO).
- 18.5 The standard of so-called 'central liability' contained in the WGBO applies only in situations to which the WGBO applies.
- 18.6 The client/representative is required to have liability insurance (aansprakelijkheidsverzekering, AVP).

Section 19 Change of location

- 19.1 Lunet may decide to change the location where the client receives services (such as another daytime activities location and, in the case of ZIN with residence, an accommodation (room/house) of Lunet) for reasons of the nature/scope of the client's support needs, behaviour of the client (including his/her visitors) or because of optimal utilisation of spaces, resources and/or staff.
- 19.2 The client/representative will be informed in a timely manner of Lunet's intention to change the location. Timely consultation takes place with the client/representative about wishes and preferences. This will be taken into account as much as possible.
- 19.3 Lunet makes the final decision on the client's location and the client/representative is informed in writing.
- 19.4 The client/representative is given the opportunity to get acquainted with the new location. Lunet provides proper support to the client from the intention to change location to its realisation.

Section 20 Rules and regulations

- 20.1 Each Lunet site has established rules and regulations and recorded them in writing. The aim of these arrangements is to ensure an orderly environment. Where relevant, the client/representative will receive a copy of these rules and regulations and agree to abide by them.
- 20.2 The client is liable for any culpable damage caused by him or his visitors.
- 20.3 The client must not cause nuisance to fellow users, the staff or other third parties. The client ensures that his visitors are also not a nuisance. Lunet has adopted a smoking policy under the Tobacco Act. The client, representative and their visitors are informed about this and are obliged to comply with it.

Payment terms

Section 21

Use of Lunet accommodation

- 21.1 If accommodation has been made available to the client under the agreement, the client may only use it as stipulated. The client may not share the accommodation with others, rent it out to others or relinquish its use. Letting visitors stay is not permitted unless Lunet has granted permission for this.
- 21.2 Lunet may gain access to any premises, including the client's private space made available if, in the opinion of Lunet, this is necessary to prevent (possible) damage to the client himself, other clients, Lunet and/or its employees and/or property.
- 21.3 Any communal areas are both upholstered and furnished by Lunet.
- 21.4 The client/representative is not authorised to make changes to this without consultation and permission from Lunet.
- 21.5 The client/representative can only make structural changes to the accommodation provided after receiving written consent from Lunet.
- 21.6 The client/representative is obliged to hand over the accommodation after the end of the agreement or in case of relocation in the same state of maintenance (except for normal wear and tear) as when the accommodation was occupied. This means fully vacated, clean and in its original state. If the client has left items behind at the end of the agreement, Lunet is authorised to remove these items at the expense of the client. Lunet is not subject to a retention obligation.
- 21.7 Having pets requires written permission from Lunet. Care is taken to ensure that the welfare of the pet can be safeguarded and that there is no nuisance to third parties, such as housemates and neighbours.
- 21.8 Lunet makes key management arrangements with the client and records these arrangements in writing.
- 21.9 In the event of loss of a key/tag/access device by the client, the client will be charged for its cost.
- 21.10 All keys/tags/access equipment must be handed over to Lunet on the day of final departure from the accommodation.

Section 22

Reimbursement to Lunet

- 22.1 In the case of delivery on the basis of ZIN, Lunet declares the costs of the agreed youth assistance service to the municipality with which Lunet has entered into an agreement under the Child and Youth Act.
- 22.2 With ZIN, the client may owe a statutory co-payment. By signing the agreement, the client grants permission for the data exchange required to determine the statutory personal contribution.
- 22.3 In the event of the provision of services on a basis other than that referred to in Section 22.1, including on the basis of a PGB, the Health Insurance Act or private funding, Lunet shall declare the agreed services to the client. This also applies to additional services not covered by ZIN or a decision.

Section 23

Cancellation

- 23.1 Services to be provided may be cancelled by the client/representative, unless otherwise agreed, with a minimum cancellation period of four business days before the agreed starting time of performance.
- 23.2 In the event of late cancellation, Lunet will charge the full cost unless otherwise agreed.

Section 24

Offers

- 24.1 All offers and/or quotations made by Lunet in relation to the provision of services are without obligation.
- 24.2 The parties shall not be bound until the agreement has been signed by the client/representative and Lunet.

Section 25

Rates and cost prices

- 25.1 When entering into the agreement under a PGB or private funding, the number of hours and the corresponding rate and/or cost price for the service will be determined. As part of an agreement, additional services may also be agreed upon. These prices and rates of the relevant services will be made known to clients in advance.
- 25.2 Interim modification, subject to the provisions of Section 25.4, is not possible unless the client/representative and Lunet agree in writing.
- 25.3 To the extent that statutory rates apply to the agreed service provision, the rate shall be determined in accordance with those rates, unless otherwise agreed.
- 25.4 The prices and rates of the agreed services and additional services shall be adjusted annually in line with wage and cost developments and, if applicable, statutory rates.

Section 26

Credit score

- 26.1 If the credit score of the client/representative gives reasonable cause to do so, Lunet may require further collateral, such as advance payment or a security deposit. Client/representative will cooperate to this end following a request to this effect by Lunet.

Section 27

Invoice and payment

- 27.1 Lunet will charge the cost of services based on a PGB or private funding to the client in an itemised invoice.
- 27.2 The client with a PGB or his/her representative should submit Lunet's invoices for services rendered to the competent authority without delay for payment from the PGB. If this obligation is not fulfilled and Lunet is not paid from the PGB for the services provided, Lunet has a claim to payment by the client or the client's representative.
- 27.3 The invoice referred to in Section 27.1 shall contain the name, address and the Chamber of Commerce number of Lunet, an overview of the days on which work was performed, the hourly rate, the number of hours, half-days or twenty-four hours to be paid.
- 27.4 The invoice must be paid within thirty days of its date. Lunet may specify the manner in which an invoice is to be paid.
- 27.5 If the client/representative disputes the accuracy of Lunet's invoice, he should object to the invoice in writing within thirty days of the invoice date. After that date, a claim for an incorrect invoice is no longer possible.

- 27.6 If the invoice is not paid within the 30-day period, Lunet will send a payment reminder requesting payment within a 14-day period. If payment remains outstanding even after this deadline, the client/representative will automatically be in default and will owe Lunet statutory interest on the amount to be claimed from the due date of this second payment deadline.
- 27.7 Lunet may charge an advance or require a deposit before starting the agreed services.
- 27.8 Lunet may require direct debit.
- 27.9 Lunet is entitled to charge all levies and surcharges required by the government.

Section 28

Collection fees

- 28.1 If the client/representative imputably fails to comply with an obligation under the law and/or the agreement, all reasonable costs for obtaining satisfaction in or out of court shall be for the client's account.
- 28.2 If the failure consists of the non-timely payment of a sum of money and extrajudicial costs are incurred in connection with the collection thereof, the client/representative shall be liable to pay compensation for the extrajudicial costs in accordance with the law. The amount of the collection costs due shall be calculated in accordance with Section 2 of the Compensation for Extrajudicial Collection Costs Decree.
- 28.3 The client shall only owe the extrajudicial costs referred to in Section 28.2 after Lunet has requested the client/representative in writing to still fulfil his/her payment obligation within 14 days from the date and payment is not made within that period.

Final Provisions

Section 29 Changes

- 29.1 These general terms and conditions and the rules and regulations applicable hereunder may be amended by Lunet. Amendments come into force 30 days after the day they are communicated to the client/representative unless the announcement specifies a later effective date.
- 29.2 Amendments also apply in respect of pre-existing agreements.
- 29.3 In the event of a change in the general terms and conditions, the client may, in accordance with the provisions of Section 4.8, terminate the agreement by the day on which the change in the general terms and conditions takes effect.

Section 30 Applicable law

- 30.1 These general terms and conditions and all agreements to which these terms and conditions apply shall be governed by Dutch law.
- 30.2 Disputes arising from these general terms and conditions and the agreement to which these terms and conditions apply shall be heard by the competent court in the district in which Lunet has its registered office, unless mandatory (competence) rules would prevent this choice.
- 30.3 The client/representative and Lunet may agree that recourse to an accredited mediator be made first before the dispute is submitted to court.

Section 31 Effective date

- 31.1 These general terms and conditions come into force on 01-05-2016.
- 31.2 These general terms and conditions may be referred to as: 'Child and Youth Act - Lunet General Terms and Conditions' and are filed under no. 17144573 with the Chamber of Commerce and published on Lunet's website www.lunet.nl.

Adopted by the Board of Directors
on 9 February 2016.

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