



Additional General Terms and Conditions for Childcare Schuylenburght August 2019

Kinderopvang Schuylenburght has its registered office at Tingietersweg 58 in Haarlem, the Netherlands, legally represented in this respect by Mrs. N. de Smidt and/or i.o. planning employee.

In accordance with Article 18 of the General Terms and Conditions for Childcare - Daycare and Extracurricular Care (hereinafter referred to as 'AV'), Kinderopvang Schuylenburght applies a number of deviations and additions to the General Terms and Conditions, laid down as Additional General Terms and Conditions. These Additional General Terms and Conditions form an integral part of the placement agreement.

ARTICLE 1 General

1.1 In these terms and conditions, the following terms shall have the following meanings:

Kinderopvang Schuylenburght: the organisation responsible for the provision of services, including the care of children from twelve weeks up to and including primary school age, as well as the accommodation in which this care is provided. Kinderopvang Schuylenburght complies with the statutory provisions, the requirements of the applicable municipal ordinance concerning childcare and the national guidelines for day-care centres (KDV) and is registered with the Municipal Health Service (GGD).

Childcare: the care of a named child during the opening hours of Kinderopvang Schuylenburght, as contractually agreed.

Working days: the days of the week with the exception of Saturdays, Sundays and public holidays.

School holidays: all working days on which schools in the vicinity of Kinderopvang Schuylenburght are closed, with the exception of study days and other unusual days.

School weeks: all other working days.

Part of the day: a period of a day care. A day care day for the day care centre consists of two half-days and a week care of 10 half-days.

Childcare (KDV): the care of a child in the age of 12 weeks to 4 years.

Out-of-school care (BSO): care for a child of primary school age.

Placement agreement: an agreement for the placement of a child in child care, in which further provisions are included regarding the child, parents, company, mediation, costs and possible deviations from the conditions.

Client: anyone who wishes to use or makes use of the childcare at Kinderopvang Schuylenburght, or who wishes to enter into or makes any other kind of agreement with the childcare provider.

1.2 Kinderopvang Schuylenburght provides childcare for 52 weeks a year. Kinderopvang Schuylenburght is closed on Saturdays, Sundays and public holidays.

1.3 The opening hours can be found on our website. Not all reception locations and Childcare groups at Kinderopvang Schuylenburght are open every working day. Kinderopvang Schuylenburght can change its opening hours at any time.

1.4 The placement agreements of the out-of-school childcare centre are subject to the Ministry of Education, Culture and Science.



ARTICLE 2 Placement

- 2.1 If the sent placement agreement is not received back, signed, within five working days, the offered placement will be cancelled.
- 2.2 Kinderopvang Schuylenburght reserves the right to change the care location and/or care group mentioned in the placement agreement. The consumer will be informed of this in good time in advance. When changing the reception location, a period of at least one month will be taken into account before the change takes effect.
- 2.3 In the case of an age-related group, the child will automatically move on to the childcare locations of Kinderopvang Schuylenburght, with the exception of the Butterflies 3+ group for which registration is required. The days to get used to the new group will take place before the commencement date of the contract (as far as the group and the occupation allow).
- 2.4 The placement agreement for childcare ends automatically, without prior notice being required on the day before the child reaches the age of 4. Up to and including the date of termination of the placement agreement, a fee for childcare is due, even if the childcare facility for the child is not used.
- 2.5 In any case, the placement agreement for BSO ends automatically, without prior notice being required, on the last day of the school year in which the child attended primary school. Up to and including the date of termination of the placement agreement, a care allowance shall be due, even if the child's place of care is not used.
- 2.6 In the case of margin days or holidays, the organisation may choose to cluster locations at one location.

ARTICLE 3 Payment

- 3.1 The payment of the monthly amounts due is made by means of a direct debit authorisation as standard, unless Kinderopvang Schuylenburght indicates otherwise. The collection will take place before the start of the month in which the care is provided. VSO and TSO will be invoiced and collected afterwards. Invoices are issued free of charge by e-mail.
- 3.2 If the payment does not take place by direct debit or if the direct debit did not succeed or in case of reversal, the consumer is obliged to take care of the payment by means of the bank account number mentioned on the invoice of Kinderopvang Schuylenburght, stating the invoice number and debtor number. In this case, Kinderopvang Schuylenburght will charge an administration fee per invoice.
- 3.3 If the child is absent, the childcare costs remain due in full. In case of a longer illness (more than two months) the placement can be postponed by mutual agreement. The client must request this in writing. In the event of death, the agreement will be dissolved immediately.
- 3.4 All costs, both judicial and extrajudicial, which Kinderopvang Schuylenburght has to incur in order to enforce its rights, are for the account of the client.
- 3.5 Kinderopvang Schuylenburght will not reimburse any money if the services mentioned in this agreement cannot be provided temporarily, if Kinderopvang Schuylenburght has done everything possible to prevent or remedy this situation of force majeure.
- 3.6 A complaint about Kinderopvang Schuylenburght does not suspend the payment obligation of the client.



3.7 If the child is repeatedly delivered or picked up too late or too early, Kinderopvang Schuylenburght has the right, after prior notification, to impose a fine of € 12,- on the parent/carer for each violation. Non-compliance with the collection and delivery times gives the client the right to terminate the child's place of residence.

3.8 The client is never entitled to set off any claim he has or thinks he has against Kinderopvang Schuylenburght against outstanding invoices.

3.9 In the first quarter of the following year, a one-off annual statement will be provided of all services invoiced at that time that fall under the Childcare Act. TSO falls outside the scope of this Act.

3.10 Kinderopvang Schuylenburght has the right to adjust the placement costs annually for the coming calendar year, in which case the client has the right to dissolve the agreement with due observance of the notice period. Kinderopvang Schuylenburght will give at least one month and one week's notice.

3.11 We reserve the explicit right to make interim changes to the prices quoted, without prior notice of at least one month and one week; for example, Kinderopvang Schuylenburght will be entitled to pass on to the client any increases in wages, employer's social security contributions and/or other terms of employment, as well as any increases in other rates, duties, charges, levies and taxes that increase the costs of Kinderopvang Schuylenburght, in which case the client will have the right to dissolve the agreement with immediate effect, subject to the obligation to pay for the part of the assignment that has already been carried out at Kinderopvang Schuylenburght.

ARTICLE 4 Amendment, cancellation or termination of the placement agreement

4.1 Changes to placement times, days or location must be requested in writing. Kinderopvang Schuylenburght is in no way obliged to agree to the proposed change. Kinderopvang Schuylenburght is only bound after written confirmation of the proposed change. A notice period of one month applies to the reduction of the number of placement units. This applies to KDV, BSO, TSO and VSO.

4.2 In the event of cancellation of the agreement prior to the commencement date, the following cancellation costs will apply:

Up to 2 months before the placement € 50,-.

Between 1 and 2 months before the placement costs at the rate of 2 weeks agreed upon reception.

Between 2 weeks and 1 month before the placement costs at the height of 3 weeks agreed upon care.

Between 0 weeks and 2 weeks before the placement costs at the rate of 1 month agreed upon care.

4.3 Contrary to article 8 paragraph 5 of the General Terms and Conditions, it is stipulated that if a placed child is absent for four weeks or more without giving any reason, Kinderopvang Schuylenburght may terminate the placement agreement with immediate effect, without prejudice to the obligation to pay the agreed rate until the end date.

4.4 In the event of bankruptcy, suspension of payments, debt rescheduling or the appointment of a trustee for the client by virtue of any legal provision, Kinderopvang Schuylenburght reserves the right to dissolve this agreement with immediate effect, without any form of notice of termination.

4.5 Kinderopvang Schuylenburght has the right to suspend or terminate the placement with immediate effect if, at the discretion of Kinderopvang Schuylenburght:



- the client does not comply with the obligations arising from the agreement.
- the placement of the child in question constitutes a threat/hazard/load for the child itself, the staff of Kinderopvang Schuylenburght or for the other children present.
- the relationship between Kinderopvang Schuylenburght and the client has escalated to such an extent that the continuation of the agreement is no longer desirable.

4.6 In all cases as mentioned in article 4.5, the client is obliged to continue to pay the placement costs until one month after the cancellation of Kinderopvang Schuylenburght, even if Kinderopvang Schuylenburght has completely or partially denied the child access to Kinderopvang Schuylenburght.

ARTICLE 5 Insurance

5.1 Kinderopvang Schuylenburght has taken out a statutory liability insurance and an accident insurance on behalf of the children and the staff working at Kinderopvang Schuylenburght for the cases in which they can be held liable in this respect.

5.2 Except in cases of intent or gross negligence, to be proven by the client, Kinderopvang Schuylenburght cannot be held liable for any damage, however named and caused, insofar as this damage is not covered by the liability insurance of Kinderopvang Schuylenburght.

5.3 The client is obliged to indemnify and hold harmless Kinderopvang Schuylenburght against all claims for compensation made by third parties against Kinderopvang Schuylenburght in respect of damage caused by the child taken care on behalf of the client.

5.4 Parents of BSO children can give their child permission to play and travel indoors or outdoors without the supervision of the pedagogical staff of Kinderopvang Schuylenburght by means of the self-employment contract. As soon as a parent gives written permission for these activities, the child falls under the responsibility of the parents and Kinderopvang Schuylenburght cannot be held liable for any damage or injury to or caused by the child during the activities that took place without the supervision of a pedagogical staff member.

ARTICLE 6 Force majeure

6.1 Breakdowns in the company as a result of force majeure (such as: war, mobilisation, riots, flooding, stagnation in or limitation or cessation of deliveries by public utility companies, fire and other accidents, strikes, lock-outs, actions of employee organisations that disturb the normal course of business and delay or make reasonably impossible the execution of an order) discharge Kinderopvang Schuylenburght from the obligation to perform, without the customer being able to assert any right to or compensation for costs, damage or interest in that respect.

6.2 In the event of a longer period of force majeure, Kinderopvang Schuylenburght will inform the client immediately, in which case the client will have the right to dissolve the agreement in writing for a period of eight days after receipt of the notification, but with the obligation to reimburse Kinderopvang Schuylenburght for the part already performed.



ARTICLE 7 Protection of personal data and use of images

7.1 Kinderopvang Schuylenburght works according to the Personal Data Protection Act and therefore only registers data necessary for its business operations and/or due to a legal obligation. By signing forms and contracts, consumers automatically give permission to Kinderopvang Schuylenburght to process the personal data contained in the signed documents. Kinderopvang Schuylenburght keeps the personal data for the set legal period of time or for the period that is necessary for the purpose for which the data were collected. These purposes are commercial, historical or static in nature. Kinderopvang Schuylenburght will treat the received data confidentially and will not make it available to third parties, unless the law provides for exceptions.

7.2 At Kinderopvang Schuylenburght and at kindergartens photos are regularly taken for internal or advertising purposes. Parents who enter into an agreement with Kinderopvang Schuylenburght, by signing the agreement, give permission for photographs or film images of them or their child(ren) to be used for promotional purposes and means of communication.

7.3 Written permission is requested for the use of photographs or video recordings other than those described in paragraph 2. Exclusion of paragraph 2 can be done by signing the exclusion form.

ARTICLE 8 Transport

8.1 For children who make use of out-of-school care, the transport of some schools is organised by Kinderopvang Schuylenburght. If children are placed from schools for which no collective transport is organised, it is the responsibility of the parents to arrange transport for the child.

8.2 Collectively organised transport can be stopped by Kinderopvang Schuylenburght at any time.

8.3 Costs incurred for transport that is not done on foot or by bicycle can be charged to the parents at any time.

ARTICLE 9 Amendment to the Additional Terms and Conditions of Childcare Schuylenburght

9.1 Kinderopvang Schuylenburght is authorised to amend these Additional Terms and Conditions. Changes will be announced in writing or digitally at least one month and one week before they come into effect, and the text of the new Additional Terms and Conditions will be sent to you. You can also find the Additional General Terms and Conditions on the website of Kinderopvang Schuylenburght.