



# General terms and conditions for childcare Day care and after-school care 2017

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## ARTICLE 1 - Definitions

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In these Terms and Conditions, the following definitions shall apply:

- Commencement Date:** The agreed date on which Childcare commences.
- Extracurricular care:** Childcare provided by a children's centre for children at the age when they can go to primary school, in which care is provided before or after daily school hours, as well as during days off or afternoons and in the school holidays.
- Day care:** Childcare provided by a children's centre for children until the age at which they enter primary education.
- Disputes committee:** The Childcare Disputes Committee.
- Effective date:** The date on which the agreement was entered into.  
Child centre: A facility where childcare is provided (other than guest parent care).
- Childcare:** The commercial or other than gratuitous care, upbringing and contribute to children's development up to the first day of the month when secondary education begins for the children.
- Proprietor:** Natural or legal person operating a children's centre.
- Parent:** The relative by blood or marriage in the ascending line or foster parent of the child to whom the childcare relates.
- Parents' committee:** Advisory and consultative body set up by the Proprietor, consisting of a representation of parents whose children are cared for at the children's centre.
- Agreement:** The childcare agreement between the parent and the Proprietor.
- Parties:** The Proprietor and the parent. Written: Written also includes 'electronic', unless the law dictates otherwise.



## ARTICLE 2 - Applicability

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1. These General Terms and Conditions apply to the formation and execution of the Agreement.
2. The Agreement is concluded between the Proprietor and the Parent.

## ARTICLE 3 - Supply of information

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1. If a Parent is interested in the possible placement of their child in a Children's Centre, the Proprietor shall provide the Parent with an information package, in which the Proprietor a description of the services provided in the Children's Centre provided, which is sufficiently detailed to assist the Parent in its orientation to the market enable further choice between different Children's Centres.
2. The information package is provided in Writing and contains at least the elements listed in Annex 1 to these General Terms and Conditions, or a reference to the place where the documents are available for inspection.
3. After perusing the information package, the Parent has the option to apply to to register with the Proprietor as interested in Childcare.

## ARTICLE 4 - Registration

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1. The Parent applies to the Proprietor via a registration form if interested in Day Care or Extracurricular Care for their child(ren) for a certain length of time.
2. On the registration form, the Parent indicates whether it agrees that the agreement set out in Article 5 said offer and/or the General Terms and Conditions electronically to be provided to him.
3. The Proprietor acknowledges receipt of the application in Writing.
4. Registration is subject to the Proprietor's registration conditions.
5. Registration does not oblige either the Parent or the Proprietor to enter into a Agreement. The notification should be seen only as the request of the Parent to the Proprietor to make an offer in respect of a Agreement to provide Childcare.
6. Upon receipt of the application, the Proprietor may immediately make the Parent an offer do. It is also possible for the Proprietor to put the Parent on a waiting list places.
7. If placed on a waiting list, the Proprietor informs the Parent thereof In Writing knowledge. As soon as a Parent, in connection with his rank on the waiting list for that purpose, is in eligible, the Proprietor will still make the Parent an offer as referred to in article 5 do.



## ARTICLE 5 - Offer

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1. Following the notification, the Proprietor may make an offer to the Parent.
2. The offer contains details about the Proprietor, a description of its services, all elements listed in Annex 1 to the General Conditions, or a reference to where the documents are available for inspection, as well as:
  - the (presumed) name and (presumed) date of birth of the child;
  - the available Commencement Date;
  - The available shelter type and the available location;
  - the individual healthcare acts offered,
  - provided the Parent has requested it at the time of registration and the Proprietor has the possibilities to do so;
  - the price associated with the offer;
  - the method of payment and any additional costs of different methods of payment;
  - the cancellation conditions, including cancellation fees; - the duration of the Agreement;
  - the applicable notice periods;
  - the response time with regard to the offer;
  - a reference to the applicability of these General Terms and Conditions;
  - a date.
3. The offer is made In Writing and is accompanied by the General Terms and Conditions.
4. The offer, for acceptance of which the Proprietor gives the Parent a reasonable time limit states, is irrevocable during the reaction period. If the reaction period is lapses the offer.

## ARTICLE 6 - The Agreement

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1. The Agreement comes into effect by the Parent's acceptance of the offer made by the Proprietor made offer.
2. The Parent accepts the offer in Writing. The date of acceptance by received by the Proprietor is the Effective Date of the Agreement.
3. The Proprietor shall acknowledge receipt of the acceptance In Writing.
4. Within the framework of the contract, the Proprietor has the freedom to choose the Childcare to be filled as it sees fit.

## ARTICLE 7 - Cancellation

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1. The Parent has the right to cancel the Agreement from the Effective Date until the Commencement Date.
2. The Parent is liable to pay a fee for cancellation.
3. The amount of the cancellation fee shall never exceed the payable payment over the notice period applicable to the Parent as referred to in Article 10(4) sub a.



## ARTICLE 8 - Placement interview

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1. The Proprietor shall invite the Parent for an interview in good time before the Commencement Date.
2. This conversation will cover the following:
  - a. The specific details of the Parent and his/her child; including the necessary Citizen Service Number(s).
  - b. The start and duration of the settling-in period;
  - c. The general or temporary concerns and details for the specific care of the child (daily routine, nutrition, illness, medication, development and the like);
  - d. The individual wishes of the Parent and that these are taken into account becomes as far as reasonably possible;
  - e. The mode of communication;
  - f. Taking trips;
  - g. Taking photos and/or videos of the child;
  - h. The legal liability of the Parent for damage caused by his child. And in addition, in case of Extracurricular care:
    - i. The elements listed in Annex 1 to these General Conditions, under 5 sub h.
3. The Proprietor shall confirm the agreements In Writing to the Parent.

## ARTICLE 9 - Term and renewal of the Agreement

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1. The Agreement is entered into for the maximum term of the agreed childcare type.
2. The maximum term for Day Care lasts until the age at which the child is primary education.
3. The maximum term for Extracurricular Care lasts from the age the child is primary education can follow, until the day on which secondary education is provided for the child begins.
4. Notwithstanding the provisions of paragraph 1, Parties may agree on a shorter duration agree for up to one year.
5. Upon expiry of the Agreement entered into for a shorter duration in accordance with paragraph 4 than the maximum period, the Parties may extend the Agreement. Extension does not take place tacitly.
6. An extension of the Agreement shall be agreed in Writing.

## ARTICLE 10 - End of the agreement

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1. The Agreement shall terminate by operation of law on the expiry of the period specified in the Agreement included term.
2. In addition, the Agreement ends by (premature) termination by one of parties.
3. The Proprietor is authorised to terminate the Agreement only on the grounds of a weighty reason. In any case, weighty reasons include:
  - a. The situation where the Parent is in default for one month in respect of its



- payment obligation;
  - b. Continuation of situations mentioned in Article 11(2)(a) and (c);
  - c. The situation mentioned in Article 11(2)(b);
  - d. The circumstance that the Proprietor due to a non-attributable cause prolonged or permanent inability to perform the Agreement;
  - e. A business necessity that ensures the continuity of the location where the child is placed at risk.
4. Notice of termination shall be given by means of a notice addressed to the other Party. reasoned Written statement and
- a. subject to one month's notice, in the event of termination by The Parent;
  - b. subject to a reasonable time limit, which shall be at least one month, in case of termination by the Proprietor;
  - c. with immediate effect in the event of termination by the Proprietor on the grounds of Article 10(3)(a).
5. During the notice period, the payment obligation of the Parent continues. The notice period starts from the date on which the Parent or the Proprietor gives the statement of termination has been received. The declaration shall be deemed to be received on the date of the postmark on the envelope of the termination letter, on the date of the e-mail with which the statement was sent or on the date on which the electronic declaration was sent, unless the declaration contains a later date named.
6. Other than by the expiry of the agreed period and other than by notice, the Agreement ends with immediate effect in the event of death of the child.

## ARTICLE 11- Accessibility

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1. In principle, the location where the child is placed is accessible to the child as long as there is agreement on this between Proprietor and Parent.
2. The Proprietor has the right to deny the child and/or Parent access to the venue to refuse for the duration of the period that normal care of the child is cannot reasonably be expected of the Proprietor and the child is not on the usual way can be accommodated. For example, because:
  - a. The child is in need of extra care due to illness or otherwise;
  - b. The child and/or Parent poses a risk or threat to the mental and/or physical health or safety of others, after being warned, unless a warning cannot reasonably be expected from the Proprietor;
  - c. The child's care disproportionately affects normal care of the other children aggravates or hinders.
3. In case the Proprietor refuses the child and/or the Parent access to the location, the Proprietor shall enter into consultations with the Parent to seek a mutually agreeable solution.  
Parties acceptable solution to the situation.
4. If the Parent disagrees with the Article 11(2) decision to access refuse and consultation with the Proprietor has not led to a solution, the he submits this decision to the Disputes Committee requesting that the dispute be under the abbreviated procedure provided for in the Rules of Procedure of the Childcare Disputes Committee to deal with.
5. During the abbreviated procedure, the Proprietor may not cancel the place.



## ARTICLE 12 - Mutual obligations

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1. The parties shall jointly ensure adequate information exchange about the child.
2. The parties assign responsibility for the child in the following manner each other:
  - a. At Daycare: the Parent is responsible for the child when bringing the child and the Proprietor upon collection, until such time as the parties reasonably assume may assume that the transfer of responsibility actually took place found.
  - b. In the case of Extracurricular care: the manner in which the child attends the Extracurricular coming into and leaving care, determines the transition of responsibility for the child. The parties shall agree on this in Writing.

## ARTICLE 13 - Obligations of the Proprietor

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1. The Proprietor is obliged under the Agreement to provide Childcare deliver under the agreed conditions.
2. The Proprietor guarantees that:
  - a. The Childcare taking place under his responsibility:
    - complies with applicable laws and regulations;
    - carried out in accordance with the requirements of good workmanship and using sound equipment;
  - b. A Children's Centre under his responsibility is suitable for a responsible care of children, both in terms of personnel and material provisions. A further regulation of how the Proprietor will comply with its obligations mentioned in Article 13(1) is set out in Annex 1. This annex forms an integral part of these General Terms and Conditions.
3. The Proprietor takes into account the individual wishes of the Parent insofar as this is reasonably possible.

## ARTICLE 14 - Obligations of the Parent

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1. The Parent reports peculiarities of a medical nature or in the development of the child already at registration.
2. The Parent shall ensure that the Proprietor has all information that is relevant be for the accessibility of the Parent.
3. The Parent abides by the rules in place within the Children's Centre. The Parent shall refrain from any conduct that may affect the performance of the Agreement of side of the Proprietor aggravates and ensures that his child is also aware of this remembers.
4. The Parent brings and picks up the child on time and ensures compliance with these obligation by others bringing and collecting the child on his behalf.
5. The Proprietor puts the authority of anyone other than the Parents to the child of the Childcare to be collected in writing if requested by the Parent.
6. The Parent shall pay the Proprietor in accordance with the agreements made thereon and within the payment period, or at least bears responsibility for it.



## ARTICLE 15 - Change of the Agreement

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1. The Proprietor has the right to unilaterally amend the Agreement on the grounds of of weighty reasons. Grave reasons include, in any case, modification of laws and regulations or business economics that the jeopardise continuity of the location where the child is placed.
2. Changes to the Agreement will be announced by the Proprietor in good time in advance, with a period that is at least one month.
3. In the event that the amendment to the Agreement results in a material change of the Childcare to be provided, then the Parent has the power to request the Agreement with effect from the day on which the amendment takes effect occurs.

## ARTICLE 16 - The price and modification of the price

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1. The price to be paid by the Parent for the Childcare will be determined in advance agreed.
2. The Proprietor is authorised to increase the agreed price after three months from the Effective date to be adjusted, including increase. The Company announces a such price changes in advance. The price change will not take effect before one calendar month, plus one week after the announcement.

## ARTICLE 17 - The payment / Late payment

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1. The Parent pays on the basis of a Written invoice and no later than the invoice stated payment date. Any recourse to a posted deposit is equivalent to a payment. The invoice will be provided free of charge.
2. If a Parent pays to a third party designated by the Proprietor, this applies for the Parent as payment in discharge. The appointment by the Parent of a third party who should take care of making payments, is not subject to the liability of the Parent for (timely) payment. Any payment by a third party for the Parent does count as a discharging payment by that Parent.
3. In the absence of full and timely payment, the Parent shall be in default by operation of law.
4. The Proprietor will send a Written payment reminder and gives the Parent the opportunity within 14 days of receiving of this payment reminder to still pay. Furthermore, the Proprietor warns the Parent in this payment reminder for the termination power of the Proprietor under 10(3)(a). This payment reminder must be at least 14 days before the date such power arises have been sent.
5. If after the expiry of the deadline mentioned in the payment reminder still has not been paid, the Proprietor will charge interest from the expiry of the final payment date specified in the invoice. This interest shall be equal to the statutory interest.
6. Extrajudicial costs incurred by the Proprietor to obtain payment of a enforce debt of the Parent, may be charged to the Parent brought. The amount of extrajudicial collection costs is subject to to legal limits.
7. A payment made shall be in the first place in payment of the due costs and interest and then in payment of the oldest outstanding debts.





## ARTICLE 18 - Applicable law and competent court

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1. Dutch law applies to the Agreement.
2. The competent Dutch court shall have jurisdiction over the Agreement, not Notwithstanding the competence of the Disputes Committee, as referred to in article 20 to take cognisance of a dispute mentioned in that article.

## ARTICLE 19 - Complaints procedure

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1. Complaints regarding the performance of the Agreement must be In Writing, complete and clearly described must be submitted to the Proprietor. The Parent must submit the complaint submit within a reasonable time after he discovered the defect in performance or should reasonably have discovered, whereby a complaint within a period of two months after discovery is timely.
2. The Proprietor shall handle the complaint in accordance with its internal complaint procedure. In establishing or amending this procedure, the Parents' committee advisory rights in accordance with the provisions of the Act Childcare.
3. If the complaint cannot be resolved amicably, a dispute arises that susceptible to the dispute resolution provisions of Article 20.

## ARTICLE 20 - Dispute settlement and the statutory complaints procedure for Childcare Services

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1. Disputes between Parent and Proprietor regarding the establishment or performance of the Agreement may be brought by either the Parent or the Proprietor be made to the Geschillencommissie Kinderopvang en Peuterspeelzalen, Bordewijklaan 46, PO Box 90 600, 2509 LP The Hague, ([www.degeschillencommissie.nl](http://www.degeschillencommissie.nl)).
2. A dispute will only be considered by the Disputes Committee taken, if the Parent has first submitted their complaint to the Proprietor.
3. If the complaint does not lead to a resolution, the dispute must be resolved within 12 months of the date on which the Parent filed the complaint with the Proprietor, in writing or in a other form to be determined by the Disputes Committee before it be made.
4. When the Parent brings a dispute before the Disputes Committee, the Proprietor to this choice. If the Proprietor submits a dispute wishes to make to the Disputes Committee, it must ask the Parent In Writing to come forward within five weeks to pronounce whether he agrees. In doing so, the Proprietor must announce that, after the aforementioned period has expired, he will be free to consider taking the dispute to court.
5. The Disputes Committee shall rule in accordance with the provisions of the regulations applicable to it. The regulations of the Disputes Committee are available at [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl) and will be sent upon request. A fee is payable for handling a dispute. The decisions



- of the Disputes Committee shall take place by way of a binding opinion.
6. Only the court or the Disputes Committee mentioned above is competent to hear disputes.

## ARTICLE 21 - Supplements

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Individual supplements or extensions to these General Terms and Conditions must be stipulated in writing between the Proprietor and the Parent.

## ARTICLE 22 - Change of these terms and conditions

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1. These General Terms and Conditions have been prepared by Trade Association Childcare.  
Brancheorganisatie Kinderopvang can publish its general terms and conditions for childcare amend and revise.
2. The Proprietor is entitled to unilaterally amend the Agreement to the extent that thereon the most recent version of the Childcare Sector Organisation's adopted General Terms and Conditions of Childcare are declared applicable.  
The Parent, by accepting these Terms and Conditions, declares itself to be in agreement with a  
agree to such change.
3. The Proprietor informs the Parent In Writing of a change to the General Conditions.
4. The amendments will take effect 1 month and one week after this notification, or at a later date if specified in the notification, shall take effect, unless a different statutory time limit is required, which is then applied.
5. In the event that the amendment to the Terms and Conditions results in a material modification of the Agreement then the Parent shall have the authority until the day on which the amendments enter into force to terminate the Agreement by the day on which the amendment takes effect.



## Annex 1 - Further regulation of obligations

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Further regulation of the obligations of the Proprietor from Article 13 of the General Conditions for Childcare - Daycare and Extracurricular Care 2016.

The Proprietor fulfils his obligations mentioned in Article 13(2) by, inter alia ensure that the company has:

1. A pedagogical policy plan that describes the characteristic way of dealing with children and describes their parents;
2. Regulations/documents reflecting policies relating to hygiene, safety, child abuse, medical treatment, illness and privacy;
3. Regulations governing the functioning of the Parents' Committee;
4. A regulation governing the complaints procedure;
5. An overview of, or information on, the following elements of the childcare:
  - a. type of care, options for flexible care and any additional services;
  - b. information about the group, the number of group leaders and the number of children per age group, and the space available;
  - c. information exchange, form and frequency, including the number of parent meetings that take place in principle per year;
  - d. the nutrition to be provided;
  - e. opportunities for making specific agreements on development, care and nutrition;
  - f. opening hours and days and any mandatory minimum purchase;
  - g. the times at which children are received and leave care;
  - h. in case of Extracurricular care:
    - opportunities to participate in external activities, e.g. in the field of sports or music.
    - the opportunities for bridging the distance between school and Children's centre or school and external activity, such as the mode of transport, accompanied or unaccompanied.
    - the possibilities for bridging the distance between Children's Centre and home, or external activity and home, such as whether or not to go independently to go home.
    - care during school holidays and extra days off.
  - i. the placement procedure;
  - j. the nature and extent of the settling-in period;
  - k. any regulations setting out the Children's Centre's house rules recorded;
  - l. the prevailing price;
  - m. the method of payment and any surcharges for different methods of payment;
  - n. the cancellation conditions, including cancellation fees;
  - o. the registration conditions, including the registration fee;
  - p. the applicable notice period



## Annex 2 - Supplementary General Terms and Conditions

This appendix contains the general terms and conditions for **De Kleine Wereld** (the "**Supplementary General Terms and Conditions**"). These apply in addition to the most recent version of the "General Terms and Conditions for Childcare Day Care and Extracurricular Care" of the Brancheorganisatie Kinderopvang (the "**Branch Conditions**").

In these Additional General Terms, words written with a capital letter have the same meaning/definition ascribed to them in the Branch Terms, unless expressly stated otherwise.

In case of ambiguity or conflict between these Additional Terms and the Branch Terms, these Additional Terms shall prevail.

The Branch Terms and Conditions and the Additional General Terms and Conditions are also collectively referred to as the "**General Terms and Conditions**". These General Terms and Conditions are an integral part of the Agreement between the Parent and the Company.

### 1. DEFINITIONS & INTERPRETATION

- 1.1 Where these Additional General Terms and Conditions and the Agreement refer to the "Company", the same is meant as the "Contractor" in the Branch Conditions.
- 1.2 In these Additional Terms, the phrases "including", "including" and "inter alia" shall mean "including but not limited to", "including but not limited to" and "inter alia but not limited to" respectively.
- 1.3 The term "parent" in these terms and conditions and the agreement also refers to the carer, foster parent or legal representative with authority for the child and authority to enter into a childcare agreement for the child.

### 2.1 AMENDMENTS

- 2.1.1 The Company also has the right to unilaterally amend the Agreement and/or General Terms and Conditions without serious reasons within the meaning of Article 15 of the Branch Conditions, provided this is done in accordance with applicable laws and regulations of mandatory law. The following agreements apply in respect of a proposed amendment:
  - 2.1.1.1 The Company will communicate the proposed change to the Parent at least 1 month in advance and, in the case of price changes, at least 1 month and 1 week in advance in accordance with Article 16 of the Branch Conditions;
  - 2.1.1.2 If the change will result in the Company providing a performance that differs substantially from the promised performance within the meaning of Article 6:237 of the Civil Code, the Parent shall be entitled to rescind the Agreement with effect from the date on which the change takes effect. The Parent must communicate her wish to dissolve in writing to the Company within 1 month after the intended change was announced by the Company (or within 1 month and 1 week in case of a price change).
- 2.2 The Company shall not be obliged to agree to any amendments to the Agreement desired by the Parent and shall only be bound by such amendments if expressly accepted in writing by an authorised representative.



- 2.3 On the website or through the Company's other information channels, the period within which requests for Childcare (including for regular days, extra days, exchange days, etc.) can be cancelled free of charge is stated.
- 2.4 The Company has the right to change or merge the reception location with another reception location during school holidays and/or study days.
- 2.5 If the Parent amends the Agreement more than four times in a 12-month period, the Parent shall owe the Company an amount of €25 per child for each amendment after the fourth amendment as an administration fee. The Company is entitled to increase this amount annually in accordance with the CPI price index all households.

### **3. TERMINATION & SUSPENSION**

- 3.1 In addition to what is set out in the Branch Conditions, the Company has the right to suspend its obligations under the Agreement with immediate effect in whole or in part (including the right to deny access to the Parent and/or child) or to terminate the Agreement with immediate effect if one or more of the following circumstances occur:
  - 3.1.1 the Parent defaults on one or more obligations under the Agreement (including the Terms and Conditions) and that default has not been fully remedied within 14 calendar days (and, in the case of a payment obligation, 1 month) of a written request to do so; or
  - 3.1.2 the relationship between the Parent or child, on the one hand, and the Company or its staff members, on the other hand, has, in the Company's reasonable opinion, been disrupted to such an extent that the Company cannot reasonably be required to continue the Agreement (including the situation where a Parent regularly brings or picks up the child late);
  - 3.1.3 One or both Parent(s) or guardian(s) loses custody of the child;
  - 3.1.4 the Company is unable to fulfil its obligations under the Agreement for 1 month or longer due to circumstances beyond its control (e.g. a (partial) closure of the Childcare Facility or restriction of the Company's activities in connection with laws and regulations, measures, regulations or recommendations aimed at protecting or promoting safety or public health, including in connection with COVID-19);
  - 3.1.5 if less use is made of the Childcare than agreed between the Parties, without prejudice to the obligation of the Parent to always pay at least for the agreed (minimum) number of half-day sessions until the Agreement is terminated regardless of whether those days are actually used (flexible care excepted); or
  - 3.1.6 there is a decision to dissolve the Company, a petition for bankruptcy of the Company is filed or the Company is granted suspension of payments.

If the Company exercises its rights under this clause 3.1, this will not result in any payment obligation to the Parent (no refund obligation and no obligation to reimburse any damages or costs).

- 3.2 If the Company suspends its obligations under clause 3.1, then during the suspension the Parent remains obliged to fulfil all payment obligations under the Agreement until such time as the Agreement terminates (by termination or otherwise) in accordance with the General Terms and Conditions.
- 3.3 If the Parent cancels/cancels the Agreement before the Commencement Date, silk shall owe the Company the following cancellation fee. The Company is entitled to increase this amount annually in accordance with the CPI price index all households:
  - 3.3.1 Cancellation more than 3 months before the start date - no cancellation fee;
  - 3.3.2 Cancellation between 1 and 3 months before the Commencement Date - €50,



3.3.3 Cancellation less than 1 month before the Commencement Date - an amount equal to the agreed cost for 1 month of Childcare.

#### **4. PAYMENT**

- 4.1 The Company applies a fixed price per half-day session for Childcare. This means that even if all or part of the childcare place made available is not used, the Parent continues to owe the Company the full amount.
- 4.2 All payments from the Parent must be made in Euros in advance, unless expressly agreed otherwise.
- 4.3 The Parent must authorise the Company in writing for the continuous automatic collection of the amounts due, unless expressly agreed otherwise in writing. When requesting the direct debit, the Company shall indicate at what time the amounts due will be debited from the bank or giro account indicated by Parent.
- 4.4 If the parties agree that no direct debit will take place, the Parent will receive an invoice from the Company each time for the agreed period. Payment of this invoice shall be made within the agreed period.
- 4.5 The Parent shall not be entitled to set off or deduct any claim it has or believes it has against the Company (or any other amount) against any payment obligation the Parent has to the Company.

#### **5. RESTRICTIVE MEASURES & CLOSURE**

- 5.1 The Company may, for the protection of health and safety (including to prevent the spread of viruses or diseases such as COVID-19), impose reasonable (precautionary) measures and regulations with which the Parents and children must comply. In any case, a measure or regulation is considered reasonable if it is recommended or required by the (semi-)government (including the RIVM) (including in advice, protocols and applicable laws and regulations). These measures may include (non-exhaustive) the introduction of restrictions on the maximum number of persons who may be present at the same time in (a part of) the Company's premises/Childcare location, changing the agreed childcare days and/or reducing the childcare hours/parts of the day (including working with time blocks). These (precautionary) measures and regulations are communicated to the Parent in writing (e.g. by email) and - provided they are reasonable - do not give the Parent the right to (whole, partial or temporary) dissolution, termination or adjustment of the Agreement, suspension of payment obligations or restitution of any amount.
- 5.2 If the Company temporarily closes its Childcare facility/location in order to comply with applicable laws or regulations, regulations or recommendations of the (semi-)government (including the RIVM) that pertain to the protection of safety or (public) health (e.g. to prevent the spread of diseases or viruses such as COVID-19), the Company has the right to continue to collect the agreed payment obligations from the Parent during the closure for up to 12 months. The Company will provide reasonable compensation (in cash, kind or otherwise) to the Parents for the continued payment obligation during closure to the extent required by applicable mandatory laws and regulations or if the Company deems it reasonable.



## **6. LIABILITY**

- 6.1 The Company is not liable for (damage caused by) accidents, physical or mental injury, illnesses or health complaints (including contracting viruses) as a result of entering the premises/Childcare Site or using the Company's services or facilities, unless they are caused by the Company's failure to take the precautions required under applicable mandatory laws and regulations.
- 6.2 The Company's total maximum liability in connection with the Agreement and Childcare is limited to the amount actually paid out by the Company's liability insurance for the circumstances that led to the relevant liability. However, if for any reason the liability insurance does not pay out anything (including the absence of any (relevant) liability insurance), the Company's maximum total liability shall be limited to the amount the Parent actually paid to the Company for the Childcare of the relevant child during the previous six (6) months.
- 6.3 The Company is not liable for damage to or loss of items (including toys and clothing) belonging to the child or Parent.
- 6.4 The Company shall not be liable for indirect or consequential damages (including no liability for lost revenue or profit or lost opportunity or savings).
- 6.5 The exclusions and limitations of liability above in Articles 6.1 to 6.4 shall not apply in the event of the Company's own wilful intent or deliberate recklessness.
- 6.6 The Parent is obliged to take out and maintain a third-party insurance policy for the child with adequate cover during the term of this Agreement.
- 6.7 The Parent shall indemnify and hold the Company harmless from and against all claims for damages brought by third parties against the Company with regard to damage caused by the child placed in care on behalf of the Parent.

## **7. SAFETY**

- 7.1 The Parent and the child shall, when using the Company's Childcare and services, act in accordance with applicable laws and regulations and the measures, regulations and recommendations of the (semi-)government (including the RIVM) aimed at protecting or promoting safety and/or public health (including in relation to COVID-19).
- 7.2 If mandated by the (semi-)government or reasonably necessary in the opinion of the Company (e.g. to protect the health of employees and children), the Company may make vaccination/inoculation of the child (in accordance with the National Vaccination Schedule or otherwise) a condition for access to the reception location to the extent permitted under applicable laws and regulations.

## **8. OTHER REQUIREMENTS**

- 8.1 The communication between the Company and the Parents will take place through the communication channels prescribed by the Company, which may also vary by subject.
- 8.2 The Company's privacy regulations are available on its website. By signing the registration form or the Agreement, the Parent agrees to the contents of the privacy regulations.
- 8.3 The Agreement is entered into with one of the Parents of the child (the "Contract Parent"). The Company assumes, subject to proof to the contrary, that both Parents (if any) have parental authority over the child and that the Contract Parent represents both Parents in entering into, amending, terminating and executing the Agreement including all communications relating thereto. The Contract Parent shall ensure that all important aspects and decisions regarding the Agreement and Childcare have been coordinated with the other Parent in advance. The Company is entitled to provide all information about the child to both Parents, unless it is proven that one of the Parents does not have



parental authority over the child and the Parent with authority has expressly requested in writing not to share all information about the child with the Parent without authority. If it is proven that a Parent does not have parental authority over the child, that Parent is still entitled under applicable laws and regulations to receive "important facts and information concerning the person of the child or his/her care and upbringing". The Proprietor remains entitled to provide such information about the child to the Parent without authority. Both Parents are jointly and severally liable for the payment obligations under the Agreement.