

General terms and conditions for Childcare

Day care and Out-of-school Childcare 2016

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ARTICLE 1 - Definitions

In these General Terms and Conditions the following terms have the following meanings:

<i>Commencement date:</i>	The agreed date on which the Childcare commences.
<i>Out-of-school childcare:</i>	Childcare arranged by a child centre for children of primary school age, which childcare is offered before or after daily school hours, as well as during days or half days off and during school holidays.
<i>Day care:</i>	Childcare arranged by a child centre for children up to the age when they attend primary school education.
<i>Disputes committee:</i>	The disputes committee for childcare.
<i>Commencement date:</i>	The date on which the Agreement is entered into.
<i>Child centre:</i>	Facilities where the childcare will take place (other than a childminding scheme).
<i>Childcare:</i>	The caring for, raising and contributing to the development of children on a commercial basis or otherwise without financial consideration until the first day of the month on which the child starts secondary school.
<i>Company:</i>	A natural person or legal entity who/which operates a child centre.
<i>Parent:</i>	The relation by blood or affinity in the ascending line, or foster parent, of the child to which the childcare relates.
<i>Parents' committee:</i>	Advice and consultative body set up by the company, comprising a representative for the parents whose children are cared for in the child centre.
<i>Agreement:</i>	The agreement for childcare between the Parent and the Company.
<i>Parties:</i>	The Company and the Parent.
<i>In Writing:</i>	In Writing also includes electronic means of communication, unless the law objects to this.

ARTICLE 2 - Applicability

1. These General Terms and Conditions apply to the coming into effect and performance of the Agreement.
2. The Agreement is concluded between the Company and the Parent.

ARTICLE 3 – Provision of information

1. If a Parent is interested in the possible placement of his/her child in a Child Centre the Company will provide the Parent with an information package, in which the Company provides a description of the provision of service in the Child Centre, which will be sufficiently detailed to enable the Parent, during his/her investigation of the market, to make a final choice between the various Child Centres.
2. The information package will be provided In Writing and will contain at least the elements referred to in appendix 1 to these General Terms and Conditions, or as the case may be reference to the location where the documents are available for perusal.
3. After familiarising him/herself with the information package the Parent will have the option to register with the Company as a party interested in Childcare.

ARTICLE 4 – Registration

1. The Parent registers with the Company as a party interested in Day care or Out-of-school childcare for a specific duration for his/her child/child(ren) by means of a registration form.
2. On the registration form the Parent states whether he/she agrees to the offer referred to in article 5 and/or the General Terms and Conditions possibly provided to him/her through electronic means.
3. The Company confirms the receipt of the registration In Writing.
4. The registration conditions of the Company apply to the registration.
5. The registration will neither oblige the Parent nor the Company to enter into an Agreement. The registration should only be regarded as the Parent's request to the Company to make an offer with regard to an agreement to provide Childcare.
6. Following the receipt of the registration the Company can make a direct offer to the Parent. It is also possible that the Company will place the Parent on a waiting list.
7. In the event the Parent is placed on a waiting list the Company will inform the Parent of this In Writing. As soon as a Parent is eligible for this, dependent on his/her position on the waiting list, the Company will still make an offer to the Parent as referred to in article 5.

ARTICLE 5 - Offer

1. Following the registration, the Company can make an offer to the Parent.
2. The offer will contain details about the Company, a description of the provision of service, all elements referred to in appendix 1 to the General Terms and Conditions, or as the case may be reference to the location where the documents are available for perusal, as well as:
 - the (expected) name and (expected) date of birth of the child;
 - the available commencement date;
 - the available type of childcare and the available location;
 - the activities offered in the field of individual healthcare, provided that the Parent has requested this during the registration process and the Company has the resources available for this;
 - the price forming part of the offer;
 - the payment method and any additional costs of derogating payment methods;
 - the cancellation conditions, including the cancellation charges;

- the term of the Agreement;
 - the applicable notice periods;
 - the response period with regard to the offer;
 - reference to the applicability of these General Terms and Conditions;
 - a date.
3. The offer will take place In Writing and will be accompanied by the General Terms and Conditions.
 4. The offer, for the acceptance of which the Company will set out a reasonable period, is irrevocable during the response period. The offer lapses upon the expiry of the response time.

ARTICLE 6 – The Agreement

1. The Agreement comes into effect upon the Parent's acceptance of the offer made by the Company.
2. The parent will accept the offer In Writing. The commencement date of the Agreement is the date on which the acceptance is received by the Company.
3. The Company will confirm receipt of the acceptance In Writing.
4. Within the context of the Agreement the Company will be free to give content to the Childcare at its discretion.

ARTICLE 7 – Cancellation

1. The Parent has the right to cancel the Agreement from the commencement date until the Effective date.
2. The Parent will owe charges for the cancellation.
3. The amount of the cancellation charges will never be more than the payment owed over the notice period, as referred to in article 10 subclause 4 under a, applicable to the Parent.

ARTICLE 8 – Placement interview

1. The Company will invite the Parent for an interview in a timely manner prior to the effective date.
2. The following will be on the agenda during this interview:
 - a. The specific details of the Parent and his/her child required to register for the Childcare; including the required Citizen Service Number(s).
 - b. The commencement and duration of the settling in period;
 - c. The general or temporary points of attention and particulars for the specific care of the child (daily routine, nutrition, illness, medication, development and suchlike);
 - d. The individual wishes of the Parent, which will be taken into consideration insofar as reasonably possible;
 - e. The communication method;
 - f. Going on day trips;
 - g. Taking photos and/or videos of the child;
 - h. The statutory liability of the parent for damage caused by his/her child. In addition, in the event of Out-of-school childcare:
 - i. The elements referred to in appendix 1 to these General Terms and Conditions, under 5 h.
3. The Company will confirm the arrangements made during the placement interview to the Parent In Writing.

ARTICLE 9 – Duration and extension of the Agreement

1. The Agreement is entered into for the maximum period of the agreed type of Childcare.
2. The maximum period for Day care lasts until the age when the child starts attending primary education.

3. The maximum period for Out-of-school childcare lasts until the age when the child can attend primary education until the day on which the child starts secondary education.
4. In derogation from the provisions of subclause 1 parties can agree on a shorter period not exceeding one year.
5. From the end of the Agreement, which has been entered into in conformity with subclause 4 for a shorter duration than the maximum period, parties can extend the Agreement. Extension will not take place tacitly.
6. Any extension of the Agreement will be agreed In Writing.

ARTICLE 10 – End of the Agreement

1. The Agreement will end by operation of law upon the expiry of the period included in the Agreement.
2. In addition, the Agreement will terminate by means of (interim) notice of termination by one of the parties.
3. The Company will only be entitled to terminate the Agreement on the basis of compelling reasons. The following are in any event regarded as compelling reasons:
 - a. The situation when the Parent has been in default of his/her payment obligation for the duration of one month;
 - b. Continuation of situations as referred to in article 11 subclause 2 under a and c;
 - c. The situation referred to in article 11 subclause 2 under b;
 - d. The circumstance in which the Company, due to a cause not attributable to the Company, is no longer capable of performance of the Agreement for a prolonged period or permanently;
 - e. A business economic necessity that endangers the continuity of the location where the child has been placed.
4. Notice of termination will take place by means of a statement In Writing to the other party, stating reasons
 - a. with due regard to a notice period of one month, in the event of termination by the Parent;
 - b. with due regard to a reasonable period amounting to at least one month, in the event of termination by the Company;
 - c. with immediate effect, in the event of termination by the Company on the basis of article 10 subclause 3 under a.
5. The payment obligation of the Parent will continue during the notice period. The notice period commences on the date on which the Parent or the Company has received the termination statement. The statement will be deemed to have been received on the date of the postmark on the envelope of the termination letter, on the date of the email in which the statement was recorded was sent, or on the date on which the electronic statement was sent, unless the statement sets out a later date.
6. Other than by the expiration of the agreed period and other than by termination, the Agreement will terminate with immediate effect in the event of the death of the child.

ARTICLE 11- Accessibility

1. The location where the child is placed is in principle accessible for the child as long as there is an agreement has been reached on this subject between the Company and the Parent.
2. The Company has the right to refuse access to the child and/or the Parent to the location for the duration of the period in which the usual childcare of the child cannot be reasonably expected from the Company and the child cannot be cared for in the usual manner. For example because:
 - a. The child has extra care needs due to illness or otherwise;
 - b. The child and/or the Parent present a risk to the mental and/or physical health or safety of others, after having received a warning, unless a warning cannot reasonably be expected from the Company;
 - c. The care of the child makes the care of the other children disproportionately more difficult or hinders this.

3. In the event that the Company refuses the child and/or the Parent access to the location, the Company will enter into consultation with the Parent in order to seek a solution for the situation that will be acceptable to all parties.
4. If the Parent disagrees with the decision to refuse access under article 11 subclause 2 and the consultation with the Company has not resulted in a solution, the Parent can submit this decision to the Disputes Committee, with the request that the dispute will be dealt with in accordance with the expedited procedure as referred to in the Regulations of the Childcare Disputes Committee.
5. The Company will not be permitted to cancel the placement during the expedited procedure.

ARTICLE 12 – Mutual obligations

1. Parties are jointly responsible for ensuring adequate exchange of information about the child.
2. Parties are responsible toward each other for the child in the following manner:
 - a. In the event of Day care: the Parent is responsible for the child when bringing the child and the Company when collecting the child, until the time that parties can reasonably assume that the transfer of responsibility has actually taken place.
 - b. In the event of Out-of-school childcare: the manner in which the child arrives and leaves Out-of-school childcare will determine the transfer of responsibility for the child. Parties will make arrangements on this subject In Writing.

ARTICLE 13 – Obligations of the Company

1. The Company is obliged to provide Childcare on the basis of the Agreement subject to the agreed Terms and Conditions.
2. The Company guarantees that:
 - a. The Childcare that takes place under its responsibility:
 - complies with the applicable legislation and regulations;
 - is executed in accordance with high standards and while making use of sound equipment;
 - b. A Child Centre that falls under its responsibility will be suitable for the responsible childcare of children, with regard to personnel as well as material facilities. Further arrangement of the manner in which the Company will fulfil its obligations referred to in article 13 subclause 1 is recorded in appendix 1. This appendix forms an integral part of these General Terms and Conditions.
3. The Company will take the individual wishes of the Parent into consideration insofar as this is reasonably possible.

ARTICLE 14 – Obligations of the Parent

1. The Parent will already report any particulars of a medical nature, or with regard to the development of the child upon registering.
2. The Parent will be responsible for ensuring that the Company has received all details necessary to contact the Parent.
3. The Parent will comply with the rules applicable in the Child Centre.
4. The Parent will refrain from any conduct that will make the performance of the Agreement more difficult on the part of the Company and will be responsible for ensuring that his/her child also refrains from such conduct.
5. The Parent will bring and collect the child in a timely manner and will be responsible for ensuring the fulfilment of this obligation by others who bring or collect the child on behalf of the Parent.
6. The Company will record the authorisation of those other than the Parent who collect the child from Childcare In Writing if the parent requests this.
7. The Parent will pay the Company in conformity with the arrangements made regarding this matter and within the payment term, alternatively bears the responsibility for this payment taking place.

ARTICLE 15 – Amendment of the Agreement

1. The Company has the right to unilaterally amend the Agreement on the basis of compelling reasons. Compelling reasons are in any event amendments of legislation and regulations, or as the case may be business economic circumstances, which endanger the continuity of the location where the child is placed.
2. The Company will notify amendments of the Agreement in a timely manner in advance with a period amounting to at least one month.
3. In the event that the amendment of the Agreement results in an essential change in the Childcare to be provided the Parent will be entitled to terminate the Agreement, commencing on the day on which the amendment comes into effect.

ARTICLE 16 – The price and price changes

1. The price to be paid by the Parent for the Childcare shall be agreed in advance.
2. The Company will be entitled to adjust the agreed price after three months after the commencement date, which includes price increase. The Company will notify such price changes in advance. The price change will not come into effect any earlier than one calendar month, plus one week after the notification.

ARTICLE 17 - The payment / Late payment

1. The Parent will make payment on the basis of an invoice In Writing and no later than on the payment date set out in the invoice. Any reliance on a deposit provided is equal to a payment. The invoice will be provided free of charge.
2. If a Parent makes a payment to a third party designated by the Company this will apply for the Parent as a payment in discharge of an obligation. Parents designating a third party to be responsible for ensuring payments, will not remove the liability of the Parent for (timely) payment. Any payment made by a third party for the Parent does apply as a payment in discharge of an obligation by this Parent.
3. In the event of absence of a full and timely payment the Parent will be in default by operation of law.
4. After the expiry of the payment date, the Company will send a payment reminder In Writing and will give the Parent the opportunity to still make payment within 14 days after receipt of this payment reminder. The Company will additionally warn the Parent in this payment reminder about the Company's entitlement to terminate on the basis of article 10 subclause 3 under a. This payment reminder must have been sent at least 14 days prior to the date on which this entitlement arises.
5. If, after the expiry of the period set out in the payment reminder, payment has still not been made the Company will charge interest from the expiry of the final payment date referred to in the invoice. This interest will be equal to the statutory interest.
6. The extrajudicial costs incurred by the Company to enforce payment of a debt by the Parent can be charged to the Parent. The amount of the extrajudicial collection costs will be governed by statutory limitations.
7. A payment made will firstly serve to settle the costs and interest owed and thereupon to settle the longest outstanding debts.

ARTICLE 18 – Applicable law and court with competent jurisdiction

1. Dutch law applies to this Agreement.

2. The Dutch court with competent jurisdiction will have jurisdiction to decide on the Agreement, notwithstanding the authorisation of the Disputes Committee, as referred to article 20, to hear and decide on a dispute referred to in that article.

ARTICLE 19 – Complaints procedure

1. Complaints about the performance of the Agreement must be submitted to the Company fully and clearly described In Writing. The Parent must submit the complaint within a reasonable period after he/she has noticed the defect in the performance, or reasonably ought to have noticed the defect, whereby a complaint within a period of two months after noticing is deemed to be submitted in a timely manner.
2. The Company will deal with the complaint in accordance with its internal complaints procedure. The Parents' Committee has the right to be consulted on the compilation and/or amendment of this internal complaints procedure in conformity with the provisions of the Childcare Act.
3. If the complaint cannot be resolved amicably a dispute will have arisen which will be subject to the dispute settlement rules under article 20.

ARTICLE 20 – Dispute settlement procedure and the statutory complaints procedure for Childcare

1. Disputes between the Parent and the Company regarding the coming into effect or the performance of the Agreement can be brought before the Disputes Committee for Childcare and Playgroups, Bordewijklaan 46, Postbus 90 600, 2509 LP The Hague, the Netherlands (www.degeschillencommissie.nl) by the Parent as well as the Company.
2. A dispute will only be accepted by the Disputes Committee if the Parent has first submitted his/her complaint to the Company.
3. If the complaint cannot be resolved the dispute must be brought before this Committee In Writing or in another form to be determined by the Disputes Committee, within 12 months after the date on which the Parent submitted the complaint to the Company.
4. When the Parent wants to submit a dispute to the Disputes Committee the Company will be bound by this choice. If the Company wants to bring a dispute before the Disputes Committee the Company must request the parent In Writing to state whether he/she agrees to this within five weeks. The Company must in this respect state that it will deem itself free to bring the dispute before the court after the expiry of the aforesaid period.
5. The Disputes Committee will making a ruling with due regard to the provisions of the regulations applicable to it. The regulations of the Disputes Committee are available at www.degeschillencommissie.nl and will be forwarded on request. A payment will be owed for this Committee to deal with a dispute. The decisions of the Disputes Committee will take place by means of binding advice.
6. The court, or as the case may be the Disputes Committee referred to above, has exclusive jurisdiction to hear and decide on disputes.

ARTICLE 21 – Addendums

Individual addendums, or as the case may be extensions of these General Terms and Conditions must be agreed between the Company and the Parent In Writing.

ARTICLE 22 – Amendment of these terms and conditions

1. These General Terms and Conditions have been drawn up by the Association for the Childcare Sector in the Netherlands. The Association for the Childcare Sector in the Netherlands can amend and review its general terms and conditions for childcare.
2. The Company is entitled to unilaterally amend the Agreement in the sense that the most recent version of the General Terms and Conditions recorded by the Association for the Childcare

Sector in the Netherlands are stated to be applicable thereto. By accepting these General Terms and Conditions the Parent states to agree to such amendments.

3. The Company will inform the Parent of any amendment of the General Terms and Conditions In Writing.
4. The amendments come into effect 1 month and one week after this notification, or at a later date if this is set out in the notification, unless a derogating statutory period is required, which will be applied in that case.
4. In the event that the amendment of the General Terms and Conditions results in an essential amendment of the Agreement the Parent will be entitled, until the day on which the amendments come into effect, to terminate the Agreement commencing the day on which the amendment comes into effect.

Appendix 1

Further arrangement of the obligations of the Company under article 13 of the General Terms and Conditions for Childcare - Day care and Out-of-school childcare 2016.

The Company will fulfil its obligations referred to in article 13 subclause 2 inter alia by ensuring that the Company has the following available:

1. An educational policy plan, which prescribes the characteristic manner of dealing with children and their parents;
2. Regulations/documents that represent the policy with regard to hygiene, safety, child abuse, medical acts, illness and privacy;
3. Regulations that arrange the functioning of the Parents' Committee;
4. Regulations that arrange the complaints procedure;
5. An overview of, or as the case may be information about, the following elements of the childcare:
 - a. type of childcare, possibilities for flexible childcare and any extra services;
 - b. information with regard to the group, the ratio between group leaders and the number of children per age category, and the available space;
 - c. exchange of information, type and frequency, including the number of parent meetings that will in principle take place per year;
 - d. the food to be provided;
 - e. possibilities for making specific arrangements about development, care and nutrition;
 - f. opening hours and days and any mandatory minimum purchase;
 - g. the times when the children are brought to and leave childcare facility;
 - h. in the event of Out-of-school childcare:
 - the possibilities for participating in external activities, for example in the field of sport and music.
 - the possibilities for bridging the distance between school and the Child Centre or between school and external activities, such as the transport method, whether or not supervised.
 - the possibilities for bridging the distance between the Child Centre and home, or external activities and home, such as going home, whether or not independently.
 - the childcare during days of holiday and extra days off for school staff.
 - i. the placement procedure;
 - j. the nature and extent of the settling in period;
 - k. any regulations in which the internal rules of the Child Centre are recorded;
 - l. the applicable price;
 - m. the payment method and any additional costs in the event of derogating payment methods;
 - n. the cancellation conditions, including the cancellation charges;
 - o. the registration conditions, including the registration charges;
 - p. the applicable notice periods.