



CHRISTIAN DAYCARE

TERMS AND CONDITIONS

The Hague and Vlaardingen

Daycare and After school care



TERMS AND CONDITIONS 10FORKIDS 2019

Article 1 Applicability

- 1.1. These general terms and conditions apply to all agreements made between 10forKIDS on the one hand and the customer on the other hand for childcare: day care and after school care

Article 2 Definitions

- 2.1. In these General Terms and Conditions the following is understood as:

- Childcare: The commercial or otherwise other than without consideration caring for, bringing up and contributing to the development of children up to the first day of the month when the children start secondary education.
- Childcare centre: a facility that provides childcare for children between the ages of 0-4 years old.
- After School Care: a facility that provides childcare for children from the age of 4 years old until the end of their primary school years. In some cases 3 year olds are also permitted. After School Care includes:
 - Before School Care: this is care provided starting 07:30 until school starts (the Hague), or starting 07:00 until school starts (Vlaardingen);
 - After School Care: this is care provided after school is out. The starting times varies per school until 18:30 (the Hague) or until 18:00 (Vlaardingen). It may also include whole days or afternoons off from school.
 - Vacation Care: this is care provided during all school holidays in accordance with the holidays determined for the region of The Hague.
- Starting date: the agreed date on which the childcare starts.
- Commencement date: the date on which the agreement was entered into.
- Proprietor: natural or legal person who operates a childcare centre
- Childcare Session: a day consists of two half-day sessions. Sessions last from 07:30 until 13:00 and from 13:00-18:30 (The Hague)
- Childcare Session: a day consists of two half day sessions. Sessions last from 07:00 until 12:30 and from 12:30 – 18:00 (Vlaardingen)
- During regular school weeks the After School Care conforms to the timetable of the schools the children goes to and ends at 18:30 (the Hague) or 18:00 (Vlaardingen). During vacation weeks the After School Care starts at 07:30 and ends at 18:30 (The Hague) or starts at 07:00 and ends at 18:00 (Vlaardingen).
- Childcare Placement: childcare provision for five full days per week for one calendar year. A placement consists of ten half-day sessions per week.
- Customer: Those purchasing two or more sessions of a childcare placement at 10forKIDS. This can be a company, a government agency or a private individual.
- Parent: the relative or relative in the ascending line or foster parent of the child connected to the childcare centre.
- Agreement: the childcare agreement between the parent and the proprietor.

- The Parent Council: an Advisory and Consultative Body set up by 10forKIDS, consisting of a representation of parents and possibly caretakers of the placed children.
- Disputes Committee: the disputes committee childcare
- Written (In Writing): 'Written' also includes 'electronically', unless the law opposes this.

Article 3 Supply of information by 10forKIDS

- 3.1. If a parent is interested in the possible placement of his/her child at 10forKIDS the proprietor shall provide the parent with an information package in which the Proprietor provides a description of the services in the Childcare Centre, which is sufficiently detailed in order to enable the Parent in his/her orientation on the market to make a further choice between the various Childcare Centres.
- 3.2. 10forKIDS provides written or electronic information (see Appendix 1 to the General Terms and Conditions), including: the information brochure, the pedagogical policy plan, the protocols, the privacy regulations or refers to the location where the documents are available for inspection and / or can be read.

Article 4 Registration and Mutations

- 4.1. Registration takes place by means of a form provided by 10forKIDS, specifically intended for registering for daycare or after school care for children for a specific period of time.
- 4.2. On the registration form the parent indicates whether he/she agrees that the offer as intended in article 5 and/or the General Terms and Conditions may be provided to him/her electronically.
- 4.3. The proprietor confirms the receipt of the registration In Writing.
- 4.4. The registration terms and conditions of the proprietor are applicable to the registration.
- 4.5. The registration compels neither the parent nor the proprietor to conclude an agreement. The registration should only be seen as a request of the parent to the proprietor to make an offer related to an agreement for the provision of Childcare.
- 4.6. After receipt of the registration the proprietor can immediately make the parent an offer. It is also possible that the proprietor places the parent on a waiting list.
- 4.7. When placed on a waiting list the proprietor informs the parent In Writing. As soon as a parent qualifies based on his/her ranking on the waiting list the Proprietor will make an offer as intended in article 5.

Article 5 Offer

- 5.1. Following the registration the Proprietor can make the Parent an offer.
- 5.2. The offer contains data about the Proprietor, a description of its services, all elements as mentioned in the appendix 1 to these General Terms and Conditions or a reference to the location where the documents are available for inspection, as well as:
 - the (proposed) name and (proposed) date of birth of the child;
 - the available Commencement Date;
 - the available type of care and the available location;
 - the offered services in the field of individual health care, provided that the parent has requested this at the time of registration and 10forKIDS has indicated that they have the options to do so;
 - the price pertaining to the offer;
 - the payment method and possible additional costs of different payment methods;
 - cancellation terms and conditions, including the cancellation costs;
 - the term of the agreement;
 - the applicable notice periods;
 - the reply period with regards to the offer;
 - a reference to the applicability of these General Terms and Conditions;
 - a date.
- 5.3. The offer is sent digitally and is accompanied with the General Terms and Conditions.
- 5.4. The parents must state whether they accept the offer or not within the reasonable period of 5 days as set by 10forKIDS. The offer indicates the applicability of the General Terms and Conditions and is accompanied by a copy thereof.

Article 6 The agreement

- 6.1. The agreement is established by the parents accepting the offer made by the Proprietor.
- 6.2. The parent accepts the offer In Writing. The date when the Proprietor receives the acceptance is the Start Date of the Agreement.
- 6.3. The proprietor confirms the receipt of the acceptance In Writing.
- 6.4. Within the framework of the Agreement the Proprietor shall be free to give substance to the Childcare at its own discretion.

Article 7 Cancellation

- 7.1. The parent has the right to cancel the Agreement as from the Commencement Date up to the Starting date.
- 7.2. The parent is liable to pay cancellation fees.
- 7.3. The amount of the cancellation costs shall never exceed the payment due over the notice period applicable to the Parent as intended in article 10 paragraph 4 sub a.

Article 8 Placement interview

- 8.1. The proprietor invites the parent for an interview in a timely fashion prior to the starting date.
- 8.2. The following is discussed during this interview:
 - a. the specific data of the parent and his/her child required for the Childcare, including the necessary Civil Service Number(s);
 - b. the start and duration of the adjustment period
 - c. the general or temporary points for attention and particularities for the specific care of the child (daily rhythm, food, sickness, medication, development, and the like);
 - d. the individual wishes of the Parent and that these are, where reasonably possible, taken into account;
 - e. the manner of communication;
 - f. the participation in excursions;
 - g. taking pictures and/or videos of the child;
 - h. the statutory liability of the Parent for damages caused by his/her child. And in addition, in case of Out-of-School Care:
 - i. the elements as intended in schedule 1 to these General Terms and Conditions, paragraph 5 under
- 8.3. The Proprietor confirms the arrangements agreed on during the placement interview to the Parent In Writing.

Article 9 - Term and Renewal of the Agreement

- 9.1. The Agreement is concluded for the maximum term of the stipulated type of Childcare.
- 9.2. The maximum term for Daycare runs up to the age that the child starts participating in primary education.
- 9.3. The maximum term for After School Care runs as from the age that the child starts participating in primary education up to the day that the child starts participating in secondary education
- 9.4. Contrary to the provisions in paragraph 1, the parties can agree on a shorter duration of a maximum of one year.
- 9.5. After expiry of the agreement entered into in accordance with paragraph 4 for a shorter duration than the maximum term, the parties can extend the agreement. Extension does not take place tacitly.
- 9.6. An extension of the agreement is agreed in writing.

Article 10 - End of the Agreement

- 10.1. The Agreement legally ends after lapse of the term included in the Agreement.
- 10.2. The Agreement can also end following termination (before the end of the term) by one of the parties.
- 10.3. The Proprietor is only authorised to terminate the Agreement on compelling grounds. The following are, in any case, understood as compelling reasons:
 - a. The situation where the Parent has failed to comply with his/her payment obligation for a period of one month;
 - b. Continued situations as mentioned in article 11 paragraph 2 sub a and c;
 - c. The situation as mentioned in article 11 paragraph 2 sub b;
 - d. Circumstances wherein the Proprietor is not able to execute the agreement for a longer period of time or permanently due to a cause that cannot be attributed to him;
 - e. A prudential necessity that jeopardises the continuity of the location where the child has been placed.

- 10.4. Termination takes place by means of a motivated written statement addressed to the other party and
 - a. Subject to a notice period of one month in case of termination by the parent;
 - b. Subject to a reasonable period, which is at least one month in the event of termination by the Proprietor;
 - c. with immediate effect in the event of termination by the Proprietor on the grounds of Article 10, paragraph 3, sub a.
- 10.5. During the notice period the payment obligation of the Parent continues. The notice period takes effect on the date when the Parent or the Proprietor receives the notice of termination. The notice is deemed to have been received on the date of the postmark on the envelope, on the date of the email with which the notice was sent or on the date when the electronic notice was sent, unless the notice contains a different date.
- 10.6. Other than by the expiration of the agreed term and other than by termination, the agreement ends with immediate effect in the event of the death of the child.

Article 11 – Accessibility

- 11.1. The location where the child is placed is in principle accessible to the child as long as there is agreement between Proprietor and parent.
- 11.2. The Proprietor has the right to deny the child and/or the Parent access to the location for the duration of the period where normal care for the child can, within reason, not be expected of the Proprietor and the child cannot be cared for in the usual manner.

For example because:

 - a. the child is in need of extra care due to illness or otherwise;
 - b. The child and/or the parent poses a risk or threat to the mental and/or physical health or safety of others, after having been warned, unless a warning cannot reasonably be expected of the Proprietor;
 - c. The care of the child disproportionately encumbers or hinders a normal reception of the other children.
- 11.3. If the Proprietor denies the child and/or the Parent access to the location then the Proprietor shall enter into discussions with the Parent in order to arrive at a solution that is acceptable to all Parties.
- 11.4. If the Parent does not agree with the decision of article 11 paragraph 2 to deny access and the discussions with the Proprietor did not result in a solution then he/she can submit this decision to the Disputes Committee with the request to handle the dispute according to the abbreviated procedure as referred to in the rules of the childcare disputes committee.
- 11.5. During the abbreviated procedure the Proprietor cannot terminate the place.

Article 12 - Mutual obligations

- 12.1. The Parties are jointly responsible for an adequate exchange of information about the child.
- 12.2. The Parties transfer the responsibility for the child to each other in the following manner:
 - a. Day Care: When dropping the child off the parent is responsible. When the child is picked up the Proprietor is responsible until both parties can assume within reason that the transfer of responsibility took place.
 - b. After School Care: the way that the child arrives at and leaves the After School Care determines the transfer of responsibility for the child. Written agreements are made about this by both parties.

Article 13 - Obligations of the Proprietor

- 13.1. According to the Agreement the Proprietor is responsible to provide Childcare on the basis of the stipulated terms and conditions.
- 13.2. The Proprietor guarantees that:
 - a. the childcare that falls under its responsibility:
 - complies with applicable laws and regulations
 - is performed in accordance with the requirements of good workmanship and using sound material;
 - b. A childcare center that falls under its responsibility is suitable for the responsible care of children, both in terms of personnel and material facilities. A further arrangement of the manner in which the Proprietor meets its obligations mentioned in article 13 paragraph 1 is set out in Appendix 1. This appendix is an integral part of these General Terms and Conditions.
- 13.3. Insofar as it is possible the Proprietor takes the individual wishes of the parent into account.

Article 14 - Obligations of the parent

- 14.1. The Parent already reports particulars of a medical nature or in the development of the child at the time of registration.
- 14.2. The parent ensures that the Proprietor has all the information necessary to access the parent.
- 14.3. The parent adheres to the rules that apply within the Child Care Centre.
- 14.4. The Parent refrains from any behavior that aggravates the implementation of the Agreement on the part of the Proprietor and sees to it that his/her children also refrains from the same.
- 14.5. The parent brings and collects the child on time and takes care of the fulfillment of this obligation by others who bring and collect the child on his behalf.
- 14.6. Should the parents request it then the Proprietor puts in writing those who are authorised to collect the children other than their parents
- 14.7. The parent pays the Proprietor in accordance with the agreements made about it and within the payment term, or at least bears the responsibility for this.

Article 15 - Change of the Agreement

- 15.1. The Proprietor is entitled to unilaterally change the Agreement for compelling reasons.
Compelling reasons are, in any case, changes in legislation and regulations or commercial circumstances that jeopardise the continuity of the location where the child has been placed.
- 15.2. Changes of the Agreement are announced by the Proprietor in a timely fashion with at least a one month notice
- 15.3. In the event that the change of the agreement leads to a substantial change of the Childcare to be provided, the parent has the right to dissolve the agreement with effect from the day on which the change takes effect.

Article 16 - Price and Price Change

- 16.1. The price that the Parent needs to pay for the Childcare is agreed on in advance.
- 16.2. The Proprietor is authorised to change the stipulated price three months after the Start Date, including an increase. The Proprietor announces this kind of price change in advance. The price change cannot take effect earlier than one calendar month plus one week after the announcement.

Article 17 - Payment / Late payment

- 17.1. The Parent pays on the basis of a Written invoice and at the latest on the payment date specified on the invoice. Any appeal to a prescribed deposit is equivalent to a payment. The invoice is provided free of charge
- 17.2. If a Parent pays a third party designated by the Proprietor then the Parent shall consequently be released from his/her payment obligation. The designation by the Parent of a third party that must provide for payments shall not affect the liability of the Parent for (timely) payment. Possible payment by a third party on behalf of the Parent shall however release the Parent from his/her payment obligation.
- 17.3. In the absence of full and timely payment, the parent is legally in the wrong.
- 17.4. The Proprietor sends a written payment reminder after the expiry of the payment date and gives the parent the opportunity to pay within 14 days after receipt of this payment reminder. In addition, the Proprietor notifies the parent in this payment reminder of its right to terminate the agreement on the basis of 10 paragraph 3 sub a. This payment reminder must be sent at least 14 days before there is question of said authority.
- 17.5. If after the expiry of the time limit specified in the payment reminder payment still did not take place the Proprietor charges interest as from the expiry of the final due date specified in the invoice. The interest equals the statutory interest.
- 17.6. Extrajudicial costs incurred by the Proprietor in order to force payment of a debt of the Parent can be charged to the Parent. The level of the extrajudicial collection costs is subject to statutory limitations
- 17.7. A payment made primarily serves to settle the costs and interest owed and then to settle the oldest outstanding debts.

Article 18 - Applicable law and competent court

- 18.1. Dutch law is applicable to the Agreement.
- 18.2. The competent Dutch court is authorised to rule on the agreement, notwithstanding the authority of the Disputes Committee, as referred to in Article 20, to take cognizance of a dispute referred to in that article.

Article 19 - Complaints procedure

- 19.1. Complaints about the implementation of the Agreement must be submitted to the Proprietor In Writing and in a complete and clearly described manner and in a timely fashion, however at the latest within two months after the Parent has observed or could within reason have observed the shortcomings.
- 19.2. The Proprietor handles the complaint in accordance with the internal complaints procedure. When drafting or changing this procedure the Parent Committee has advisory rights in accordance with the provisions of the Dutch Childcare Act.

- 19.3. If the complaint cannot be resolved amicably, a dispute arises that is susceptible to the dispute resolution of article 20.

Article 20 - Dispute resolution and the legal complaints procedure for Childcare

- 20.1. Disputes between the Parent and the Proprietor about the conclusion or the implementation of the Agreement can be brought to the cognisance of the Disputes Committee Childcare, Bordewijklaan 46, PO Box 90 600, 2509 LP The Hague (www.sgc.nl), either by the Parent or by the Proprietor
- 20.2. A dispute is only handled by the Disputes Committee if the Parent has first submitted his/her complaint to the Proprietor.
- 20.3. If the complaint does not lead to a solution, the dispute must be submitted to this committee within 12 months after the date on which the parent submitted the complaint to the Proprietor, in writing or in another form to be determined by the Disputes Committee.
- 20.4. When the parent files a dispute with the Disputes Committee, the Proprietor is bound by this choice. If the Proprietor wants to bring a dispute to the cognisance of the Disputes Committee, he must ask the parent in writing to express if he/she is in agreement of it within five weeks. The Proprietor also announces that after the expiry of the aforementioned time limit it will be free to submit the dispute to the court.
- 20.5. The Disputes Committee makes a decision with due observance of the provisions of the applicable regulations. The rules of the Disputes Committee are available via www.degeschillencommissie.nl and will be sent on request. A fee is due for handling a dispute. The decisions of the Disputes Committee are made by way of binding advice.
- 20.6. Only the court or the aforementioned Disputes Committee is authorised to take cognisance of disputes.

Article 21 –Privacy Law

10forKIDS attaches great importance to the protection of your privacy. We do not share your information with third parties without your permission. For more information, read the privacy policy and the data handling guideline of 10forKIDS's privacy regulations.

Article 22 – Supplements

Individual supplements to or expansions of these General Terms and Conditions must be agreed upon in writing between the Proprietor and the Parent.

Article 23 - Modification of these conditions

- 23.1. These General Terms and Conditions have been drawn up by the Branch Organisation for Childcare. The Branch Organization for Childcare can change and revise her general conditions for childcare.
- 23.2. The Proprietor is entitled to unilaterally change the agreement to that effect, and that the most recent version of the General Terms and Conditions for Childcare provided by the Branch organization for Childcare will be declared applicable. The parent declares to agree to such a change by accepting these General Terms and Conditions.
- 23.3. The Proprietor informs the parent in writing (digitally) about an amendment to the General Terms and Conditions.

- 23.4. The changes take effect one month and one week after this notification or at a later date as stated in the notification, unless a different statutory period is required, which then applies.
- 23.5. In the event that the amendment of the General Terms and Conditions leads to a substantial change of the agreement, the Parent has the right to terminate the agreement up to the day on which the changes comes into effect.

Attachment 1

Further arrangement of the obligations of the Proprietor from article 13 of the General Terms and Conditions for Childcare: Daycare and After School Care 2016.

The Proprietor meets his obligations mentioned in article 13 paragraph 2 by ensuring that the Childcare has:

1. A pedagogical policy that describes the characteristic interaction with children and their parents;
2. Regulations/documents representing the policy with regard to hygiene, safety, child abuse, medical treatment, illness and privacy;
3. Regulations that regulates the functioning of the Parent Council;
4. Regulation that regulates the Complaints Procedure;
5. An overview of, or information about, the following elements of childcare:
 - a. type of childcare, possibilities for flexible childcare and any additional services;
 - b. information about the group, the ratio between teachers and the number of children per age group, and the available space;
 - c. information exchange, form and frequency, including the number of parent meetings that take place per year;
 - d. food provided;
 - e. possibilities for making specific agreements about development, care and nutrition;
 - f. opening hours and -days and mandatory minimum purchase
 - g. the times at which the children are received and leave the Daycare;
 - h. in the case of After School Care: the possibilities to participate in external activities, for example in the field of sports or music.
 - the possibilities for bridging the distance between school and Daycare or
 - school and external activity, such as the mode of transport, whether accompanied or not.
 - the possibilities for bridging the distance between Daycare and home, or
 - external activity and home, such as whether or not to go home independently.
 - care during holidays and extra days off from school.
 - i. the placement procedure;
 - j. the nature and extent of the adjustment period;
 - k. any regulations in which the house rules of the Daycare are stipulated;
 - l. the applicable price;
 - m. the method of payment and any additional costs for different payment methods;
 - n. the cancellation policy, including the cancellation costs;
 - o. the registration conditions, including the registration costs;
 - p. the applicable notice periods.
 - q. Information about policy, personnel and organization, parent/child theme activities takes place through the sending of newsletters (whether or not unsolicited). You can find this in the parent portal. You may choose whether or not you want to make use of the app.