



General conditions

Childcare

Christian Childcare Centre Het Kroontje

Foundation Christian childcare Haarlemmermeer

Date: 01 January 2019

Effective date: 01 June 2013

Christian Childcare Centre *Het Kroontje* has used the general conditions of the Parent's Interest Association in childcare (BOInK), the Parent/Caregiver union, the Social Entrepreneurs Group and the Branch Association Entrepreneurs in the childcare industry, September 2005.

General conditions

As of 1 September 2005, the amended General Conditions for childcare and out-of-school care are in force. These conditions have been drawn up by BOInK (parent's interest association in the childcare sector), the Parent/Caregiver union (both on behalf of the parents), the Social Entrepreneurs Group and the Branch Association Entrepreneurs in the childcare industry (both on behalf of *Het Kroontje*).

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These General Conditions of the Social Entrepreneurs Group and the Branch Association Entrepreneurs in the childcare sector have been established in 2005 in consultation with the Parent/Caregiver union and BOInK within the framework of the Coordination Group Self-Regulatory Consultation (CZ) of the Social-Economic Council and shall enter into force as of September 2015. The CZ appreciates it if this is mentioned when quoting the General Conditions.

Preamble

The childcare in the Netherlands has acquired an important social position. This is, among other things, the result of the changing division of work and care responsibilities between partners with children and of the increased labour participation of women. The childcare sector develops from a semi-public provision to a market-oriented industry of social service provision. Childcare is a dynamic business sector in which the diversity of service provision increases. Clients and suppliers of childcare have therefore made industry-related agreements with regard to the service provision. These agreements are recorded in general conditions intending to divide rights and obligations of parties equitably. This means more clarity and legal certainty for the parent/caregiver. The general provisions provide entrepreneurs an equal legal basis. General conditions can partially prevent improper competition and offer *Het Kroontje* the opportunity to promote itself with price, quality and type of service provision. The principle when developing general conditions is that childcare is generally accessible in the Netherlands and that proper conditions can guarantee qualitatively responsible childcare. That is in the interest of all parties involved: the parents, the children and *Het Kroontje*. The focal point of this all is the fact that childcare involves the vulnerable group of young children.

Article 1 - Definitions

In these General Conditions is meant by:

- **Childcare:** The professional or otherwise caring for and education of children until the first day of the month in which the secondary education for those children commences. Childcare does not include: the supervision of school-aged children limited to the supervision during the lunch break; caring for and education unless in a pre-school setting, either within the framework of the Youth Care Act, or in a place where the child has its main residence other than guest parent care and professional care at home.

- **Parent/caregiver:** The parent/caregiver who concludes an agreement as a natural person, not acting in the execution of a profession or business, regarding the purchase of the service childcare for a child with whom he or she joins a household and which is maintained by him or her to an important extent or for which he or she receives foster care compensation in the context of the Youth Care Act.

- **Het Kroontje** (enterprise in the area of childcare): The legal entity that concludes an agreement with the parent/caregiver regarding the provision of the service childcare in a childcare centre.

- **Parental involvement:** Involvement of the parents and caregivers of the children placed in childcare with regard to matters that are directly related to (policy regarding) the care for their children and with regard to the determination or alteration of an arrangement in the area of handling complaints.

- **Parent committee:** Advisory and consultative body established by *Het Kroontje*, consisting of a representation of parents and caregivers of the children placed in care.

Article 2 - Applicability

1. These general conditions are of application to the care for children in childcare centres in the age of zero until the commencement of the secondary education.
2. The agreement of childcare is concluded between *Het Kroontje* in childcare and the parent/caregiver.
3. With the exception of the conclusion of an agreement of childcare referred to in paragraph 2, each of the parties is allowed to transfer the rights and obligations resulting from this agreement to third parties. The latter case requires permission from the counterparty.
4. In deviation of paragraph 3 of this Article, *Het Kroontje* does not require permission from the parent/caregiver for the engagement of third parties with regard to the collection of payments, and neither does the parent/caregiver for the engagement of third parties with regard to making payments.

Article 3 – The first introduction

1. *Het Kroontje* offers written or electronic information for the first introduction, which is sufficiently detailed to allow the parent/caregiver upon his or her orientation on the market to make a further decision between the enterprises involved in childcare.
2. The information contains at least the following elements:
 - a) The nature and the scope of childcare and possible additional services to be provided in or via the location; type of childcare, offer for how much and what time, possibly with a minimum; possible possibilities for flexible childcare; placement procedure; nature and scope of the adjustment period;
 - b) (a summary of) the pedagogical policy plan developed by the company providing the childcare, in which the for this company characterising way of interaction with children and parents is described; the notification that the extensive version of the pedagogical policy plan is available upon request;
 - c) The form and the frequency of the exchange of information, including the number of parent meetings that are usually organised per year;
 - d) The hygiene policy, the safety policy, medical intervention in policy and privacy;
 - e) The way in which the company providing the childcare has given substance to the Parent Committee or any other form of Parental Involvement;
 - f) The applicable rate at this time for all regular and possible additional services including the amount of cancellation costs and the conditions under which cancellation is possible; the payment method. If a certain form of payment evolves additional costs, this information also has to be provided in the introduction meeting;
 - g) The complaints procedure;
 - h) The notice period and the day of the month at which termination is possible;
 - i) The numerical proportion between group management and number of children per age category;
 - j) Information regarding the group and the available space;
 - k) The opening hours and days of the company providing the childcare as well as the times on which the children are arriving at and leaving the childcare. This includes, if of application, information on the way in which the distance between school and company providing the childcare is travelled (means of transport and whether or not under supervision) and agreements about whether or not going home independently. This further includes, if of application, information on the childcare during vacation days and additional days off of the school;
 - l) The food which is either or not provided by the childcare centre and, if so, the possibility of making specific agreements about the food and the care.
3. The parent/caregiver is able to register as interested party with the company providing childcare by means of a registration form, either in writing or electronically, for a certain type of childcare for a certain child and for a certain duration of time.

Article 4 – The offer

1. The offer contains a full and accurate description of the services to be provided in order to make it possible for the parent/caregiver to make a final decision for the company providing childcare.
2. The offer contains at least the same information elements as referred to in Article 3 as well as:
 - a) The name and the age of the child;
 - b) The available start date for placement as well as the duration of time;
 - c) Start and duration of the adjustment period;
 - d) Other specific agreements between *Het Kroontje* and parent/caregiver about the food and care provided to the child;
 - e) The medical interventions offered (see Article 11 paragraph 2), if the parent/caregiver requested such intervention and *Het Kroontje* has the facilities to do so;
 - f) The announcement that *Het Kroontje* will handle the submitted data in a confidential manner and shall not make this information available to third parties, unless for the exceptions imposed by law.
3. The parent/caregiver has to confirm whether he or she does or does not accept the offer within a reasonable term set by *Het Kroontje*.

- The offer refers to the applicability of the General Conditions and will be accompanied by a copy thereof.
- The offer will be provided with a date and is irrevocable during the response period. When the response period is expired, the offer can be considered cancelled.

Article 5 – The agreement

- The agreement will be established, either in writing or by electronic means, the moment the parent/caregiver returns a copy of the offer completed with his or her, either written or electronic, signature to *Het Kroontje* and *Het Kroontje* has received this copy. *Het Kroontje* confirms the agreement to the parent/caregiver. The above also results, other than by means of sending the registration form (see Article 3 paragraph 3), in obligations for the parent/caregiver.
- Incidental alterations in the childcare shall not affect the agreement.

Article 6 – The intake interview

- Prior to the commencement of the actual placement, *Het Kroontje* invites the parent/caregiver in a timely manner for an intake interview. The specific data of the parent/caregiver and his or her child needed for the childcare will be discussed during this interview. The company providing the childcare and the parent/caregiver shall agree to inform each other, insofar necessary, on a regular basis whether general or temporary points of attention and specifics are of application for the specific care for the child (daily routine, food, sickness, and suchlike).
- Het Kroontje* will point out during the intake interview that:
 - Het Kroontje* is obliged to pay attention to the health of the child and to communicate with the parent about this subject;
 - The parent/caregiver as parent of guardian is legally liable for damage caused by his or her child.
 - Het Kroontje* and parent/caregiver confirm the agreements made during the intake interview either in writing or by electronic means.

Article 7 – Duration, alteration and termination of the agreement

- The agreement of day-care for children in the age of 0-4 lasts until the fourth birthday of the child. The agreement of out-of-school care lasts until the first day on which the secondary education for those children commences, unless agreed otherwise either in writing or by electronic means.
- If parties agreed that an extension of the agreement applies, this will be confirmed by both parties either in writing or by electronic means. In that case, these General Conditions remain to be of application.
- In the event of death of the child, the agreement will be terminated automatically with immediate effect. In the event of newly occurring invalidity which may influence the functioning at the childcare centre, the parent/caregiver and the company providing the childcare have the right to terminate the agreement with immediate effect.
- An agreement is concluded for the maximum duration mentioned in paragraph 1 or an agreed shorter duration (for example for one year). Neither party is allowed to terminate an agreement of shorter duration in the interim, unless continuation in the given circumstances would be unacceptable in terms of reasonableness and fairness. In case of an agreement concluded for the maximum duration referred to in paragraph 1, both parties have the right to terminate the agreement or a part of the agreed duration by means of a substantiated written or electronic statement addressed to the counterparty. The latter with due observance of a notice period of maximum one month. The above shall not affect his or her other rights based on these General Conditions.
- Het Kroontje* is allowed to terminate with immediate effect the agreement with a parent/caregiver whose child has been provided childcare during two months without a payment being made, unless the parent pays immediately. If the latter does not happen, *Het Kroontje* is allowed to terminate the childcare with immediate effect, without this dismissing the parent/caregiver from the obligation to still pay for those two months. The termination with immediate effect is not of application if the parent/caregiver makes it plausible that he or she was unable to comply with the payment obligation during the entire period mentioned due to force majeure.

Article 8 - Accessibility

- In principle, *Het Kroontje* is accessible for the provision of care to any child, as long as an agreement has been reached between *Het Kroontje* and the parent/caregiver.
- Het Kroontje* reserves the right to refuse a placed child for day-care for the duration of the period that the child is in need of intensive care due to sickness or otherwise, or forms a health risk for the other persons present within the company providing the childcare and a normal care for the child and the other children cannot be reasonably expected from him or her.
- When the parent/caregiver does not agree with the refused access by *Het Kroontje* on the basis of paragraph 2, he or she can submit this to the Dispute Committee with the request to handle the dispute in accordance with the Abbreviated Procedure. A decision of the Dispute Committee in this respect is binding for both parties. As long as this Abbreviated Procedure is ongoing, *Het Kroontje* is not allowed to terminate the place and the payment obligation of the parent/caregiver remains in force according to Article 13 of these General Conditions.
- In the event that a placed child, after his or her parents have been reminded of that fact, keeps exhibiting such behaviour that it causes a hazard to the mental and/or physical health of the other placed children, or in the event that the child cannot be cared for in the usual way, *Het Kroontje* has the right on reasonable grounds and with due observance of a reasonable period, to refuse access to *Het Kroontje* and to terminate the agreement. *Het Kroontje* can then, if desired, refer the parent/caregiver to an institution more suitable for this child.

- In the event that the child is absent at the childcare centre for a longer period of time, *Het Kroontje* and the parent/caregiver are obliged to consult whether or not the childcare place should be kept available.
- Het Kroontje* has the right to refuse (a) placement(s) when it can be reasonably assumed that the interests of *Het Kroontje* can be severely damaged due to the placement(s) concerned; this at the complete and exclusive assessment by *Het Kroontje*. The parent(s) or guardian will be notified in writing by *Het Kroontje* with regard to the refusal. *Het Kroontje* is not obliged to provide any further reasons for the refusal.

Article 9 – The rate and price alterations

- The price the parent/caregiver has to pay will be agreed upon in advance. The parent/caregiver has to pay the amount resulting from the data mentioned in the placement agreement, regardless of whether the place is (not) completely or partially utilised.
- Unless agreed otherwise, the payment is made by means of monthly direct debits; the collection date is around the 28th of the month prior to the invoiced month of childcare.
- Price alterations will be announced by *Het Kroontje* in advance and in a timely manner, with a period at least equal to the notice period agreed upon (see Article 7 paragraph 4).

Article 10 – Cancellation

Starting the moment the agreement has been signed until the effective date of the agreement, the parent/caregiver has the possibility to cancel the agreement in writing. The parent/caregiver will receive a written confirmation upon cancellation. Oral cancellation is not possible. Cancellation costs are due in the event of interim cancellation. The amount of the cancellation costs depends on the agreed purchase (number of days) and the moment at which the placement is cancelled, with a minimum of € 75 and is never higher than the amount due for two months. See the scale below:

Number of days prior to effective date	Cancellation costs
More than 60 days	20% of the monthly rate
45-60 days	50% of the monthly rate
30-44 days	100% of the monthly rate
15-29 days	150% of the monthly rate
Less than 15 days	200% of the monthly rate

The date of cancellation will be the date *Het Kroontje* receives the written cancellation. Termination of the agreement after the effective date: see Article 7 paragraph 4.

Article 11 – The service

- Het Kroontje* guarantees that the work he or she performs for the childcare will respond to the agreement in accordance with the legal requirements.
- Het Kroontje* shall take such measures needed in terms of employment and material for *Het Kroontje* to be perfectly suitable for the care of children and ensures a responsible care of children.
- Het Kroontje* may also choose to offer additional services in terms of medical intervention. The employees charged therewith are complying with the requirements imposed by law on the professions in the individual healthcare. If *Het Kroontje* should choose to do so, the medical actions are subject to the legal obligations resulting from the Civil Code in this respect, such as a care and information obligation and confidentiality obligation.
- When bringing the child to the childcare centre, the parent/caregiver is responsible for his or her child until the moment parties may reasonably assume that the transfer of responsibility did factually take place. *Het Kroontje* is then responsible for the child until the moment parties again may reasonably assume that the transfer of responsibility did factually take place.
- In case of out-of-school care, the moment at which the responsibility for the child transfers from the parent/caregiver or other adult to the entrepreneur and the moment at which the responsibility for the child transfers back again from the entrepreneur to the parent/caregiver or other adult is depending on the way in which the child goes and leaves the out-of-school care. Unambiguous agreements, in writing or by electronic means, shall be made in this respect between the entrepreneur and parent/caregiver.
- Het Kroontje* may demand from the parent/caregiver that he or she records the possible pick up authority of a third party in writing or by electronic means.
- Het Kroontje* and the parent/caregiver together take care of an adequate exchange of information with regard to the child.
- Insofar this is reasonably possible, also in relation to the contacts with the other children, *Het Kroontje* will consider the individual wishes of the parent/caregiver.
- Het Kroontje* can point out to the parent/caregiver the legal consequences of systematically being late bringing or picking up his or her child, for this is an example of non-compliance with the agreement.

Article 12 – Craftsmanship and material care

- Het Kroontje* guarantees that the work he or she performs for the childcare is executed in accordance with the requirements of good craftsmanship and that he or she will use proper materials. *Het Kroontje* at least complies with the legal requirements in the area of quality and safety.
- Persons working at a childcare centre are in the possession of a Certificate of Good Conduct, issued in accordance with the Legal Data Act. The employee submits such

certificate to *Het Kroontje* prior to commencing his or her work; at the moment of submission, the certificate is not older than two months. If *Het Kroontje* may reasonably suspect that the employee no longer complies with the requirements for the issuance of this certificate, *Het Kroontje* will demand that the employee, within a term to be set by *Het Kroontje*, submits a new Certificate of Good Conduct that is not older than two months.

Article 13 – The payment / Late payment

1. The parent/caregiver is responsible for the timely payment to the company providing childcare.
2. The direct debit on the basis of an invoice does not take place more than once a month and moreover, not more than one month prior to when the actual childcare takes place. A possibly required security deposit is in this case equal to payment. The invoice will be provided free of charge.
3. If a parent/caregiver pays to a third party engaged by *Het Kroontje* in accordance with Article 2 paragraph 4 this will be considered a liberating payment for the parent/caregiver. Engagement of a third party by the parent/caregiver to make the payment, does not dismiss the parent/caregiver of his or her payment obligation.
4. The parent/caregiver is in default after the payment date has lapsed. After that date has expired, *Het Kroontje* sends a payment reminder in writing and gives the parent/caregiver the opportunity to still pay this payment reminder within 14 days after its receipt. *Het Kroontje* further warns the parent/caregiver in this payment reminder for the situation that the placement can be immediately terminated if two months of childcare have been provided for which no payment has been made, pursuant to Article 7 paragraph 5 of these General Conditions. This payment reminder must be sent at least 14 days prior to the date on which that situation might apply.
5. If the payment reminder has still not been paid after the term mentioned has lapsed, *Het Kroontje* will charge interest as of the expiry of the payment date. This interest is equal to the legal interest.
6. Without prejudice to the provisions of paragraph 4 of this Article, *Het Kroontje* may choose to offer a payment arrangement.
7. Alteration of a bank account has to be submitted in writing to *Het Kroontje*.
8. If *Het Kroontje* had to make reasonable costs to obtain the payment, the parent/caregiver also has to pay extrajudicial collection costs for an amount of 15% of the principal sum.
9. If a direct debit is refused or reversed, you are obliged yourself to take care of the payment via the bank account number mentioned on the invoice of *Het Kroontje*, stating the debtor number and invoice number.
10. In the event of a refused or reversed direct debit deduction, *Het Kroontje* is entitled to charge € 10 for administrative costs.

Article 14 – Liability *Het Kroontje* and parent/caregiver

1. Parties are liable insofar this liability results from the law or the agreement.
2. *Het Kroontje* takes care of insurance against legal liability and accident insurance for the children and employees in the childcare centre managed by *Het Kroontje*.

Article 15 – Complaints procedure

1. Complaints regarding the execution of the agreement have to be submitted in full and clearly described to *Het Kroontje* in a timely manner after the parent/caregiver has detected or was able to detect the shortcomings. Complaining within two months after that moment is in any case on time. Failure to submit the complaint on time may result in the parent/caregiver losing his or her rights in this respect.
2. *Het Kroontje* handles the complaint in accordance with its internal complaint procedure. Preparing or altering this procedure entails Parental Involvement within the meaning of Article 1 of these General Conditions.
3. If the complaint cannot be solved amicably, a dispute arises that is subject to the dispute settlement referred to in Article 16.

Article 16 – Dispute settlement and Clients' Right of Complaint (Care Sector) Act

1. Disputes between parent/caregiver and entrepreneur with regard to the establishment or the execution of agreements in respect of the services and matters to be provided or provided by this entrepreneur, can be submitted both by the parent/caregiver and by *Het Kroontje* at the Dispute Committee Childcare, Bordewijklaan 46, Postbus 90 600, 2509 LP The Hague (www.sgc.nl).
2. Disputes that are related to death, physical injury or sickness are excluded from being handled by the Dispute Committee. If personal injury or sickness is attributable the result of an act or omission by *Het Kroontje*, a dispute about the consequences thereof in relation to these General Conditions (for example a continued payment obligation) is admissible; the personal injury itself is not. The Dispute Committee is unable to make a decision any sooner than after the court has rendered its judgment with regard to the liability of *Het Kroontje*. The personal injury itself may obviously be settled in court.
3. A dispute will only be processed by the Dispute Committee if the parent/caregiver has first submitted his or her complaint to *Het Kroontje*.
4. After the complaint has been submitted to *Het Kroontje*, the dispute must be brought before the Dispute Committee no later than three months after the dispute has arisen (see Article 15 paragraph 3).
5. When the parent/caregiver brings a dispute before the Dispute Committee, *Het Kroontje* is bound by this choice. When *Het Kroontje* wants to bring a dispute before the Dispute Committee, he or she has to ask the parent/caregiver in writing to express within five weeks whether he or she agrees. *Het Kroontje* has to announce in this request that he or she will consider itself free to submit the dispute to the court after the aforementioned term has expired.

6. The Dispute Committee shall render its decision with due observance of the provisions of the regulations applicable to her. The regulations of the Dispute Committee will be sent upon request. Compensation is due for the handling of a dispute. The decisions of the Dispute Committee will be made by way of binding advice. A marginal assessment of this binding advice may be settled in court.
7. Only the court of the abovementioned Dispute Committee is competent to take cognisance of disputes.
8. If the parent/caregiver deems it appropriate, he or she can lodge a complaint at a complaints committee pursuant to the Clients' Right of Complaint (Care Sector) Act. In that case it is not required, in deviation from Article 15 of these General Conditions, that the complaint is first submitted to *Het Kroontje*.

Article 17 - Privacy

The data provided by parent/caregiver will only be used for internal purposes with regard to childcare centre *Het Kroontje*. These data will not be used for commercial purposes, subject to exceptions determined by law.

Article 18 - Deviation

Individual deviations, including additions or extensions of these General Conditions, have to be recorded in writing between *Het Kroontje* and the parent/caregiver.

Article 19 – Force majeure

1. If *Het Kroontje* is unable to fulfil its obligations under the agreement with the parent/caregiver, in full or in part, as a result of force majeure, *Het Kroontje* is entitled to suspend the agreement for the duration of force majeure, without *Het Kroontje* being liable to pay compensation.
2. Force majeure means, among other things, all causes that are entirely beyond the influence of *Het Kroontje*, including war, threats of war and suchlike, natural disasters and weather influences as a result of which fulfillment cannot be reasonably demanded, regardless of whether or not those causes were foreseeable at the time the agreement was concluded.