



General terms and conditions toddler care of Stichting Kinderen en Ouders

Services

The Stichting Kinderen & Ouders (K&O, Children & Parents Foundation) organises toddler care: taking care of, educating and contributing to the development of children between the age of two and the time on which they can participate in primary education.

We use a regular day combination of half days on Mondays/Thursdays or Tuesdays/Fridays. At several locations, only the Wednesday mornings can be opted for. At four locations, we work with a special Pre-School and Early-School Education (*Voor- en Vroegschoolse Educatie*, VVE) programme. This programme is specifically focused on stimulating language development. Other development aspects, such as motoric and cognitive skills, are also concentrated on in the programme. At the toddler care centre, toddlers are prepared for a good start when they move on to primary school on their fourth birthday. To be placed at a VVE toddler care centre, the child needs a special indication from the Youth and Family Centre (*Centrum voor Jeugd en Gezin*, CJG).

Registration

- Via the digital registration form on www.kinderopvangpurmerend.nl, the parent registers as interested in toddler care at the toddler care centre.
- On the registration form, the parent indicates whether he or she agrees that the General Terms and Conditions are issued to him/her electronically.
- K&O electronically confirms receipt of the registration.
- The registration does not mean that the parent or K&O have to enter into an agreement. The registration is considered the parent's request to K&O to make an offer concerning an agreement for providing toddler care at the toddler care centre.
- Upon receipt of the registration, K&O can make the parent an offer directly. It is also possible that K&O places the parent on a waiting list. When the parent is placed on a waiting list, K&O will inform the parent electronically. Once a parent qualifies for placement of his/her child due to his/her place on the waiting list, K&O will make the parent an offer again.
- Children are placed in order of registration date. With respect to the waiting lists, it is important that the parent registers the child as soon as possible after its first birthday. The agreement is to be returned to K&O within one week after the date of the accompanying letter. If the agreement is not returned to K&O, the place will be cancelled.

Offer

- With reference to the registration, K&O can make the parent an offer.
- The offer includes the following details:

- The available commencement date;
- The available type of child care (VVE or regular) and the available location;
- The response term of one week concerning the offer.
- The offer is made electronically and includes a link to these General Terms and Conditions.
- When the response time of one week has expired, the offer expires and the place is offered to another customer. The child will then be placed on the so-called dormant waiting list.

Agreement

- The agreement is brought about by acceptance by the parent of the offer made by K&O. An agreement is drawn up to this effect. The agreement is sent to the parent electronically by e-mail.
- The agreement includes at least the following details:
 - The child's name and date of birth;
 - The price belonging to the offer;
 - The payment method and any additional costs if other payment methods are used (this information is also included in the General Terms and Conditions);
 - The cancellation conditions, including the cancellation costs (this information is also included in the General Terms and Conditions);
 - The term of the agreement;
 - The applicable terms of notice;
 - A reference to the applicability of these General Terms and Conditions.
- The parent accepts the agreement by signing it electronically. The agreement is to be signed digitally within two weeks after the e-mail was sent and at any rate before the commencement date agreed on. If the agreement is not signed, the parent will receive a reminder after two weeks. If the agreement is not signed within four weeks, the placement will be cancelled. If the placement is within four weeks and the agreement has not been signed before the commencement date, starting on the preferred date will not be possible.
- K&O electronically confirms receipt of acceptance.
- Within the framework of the agreement, K&O is free to decide about the specifics of child care at its own discretion.
- An amendment term of one month applies to amending the agreement where the location or half days are changed.

Agreement for children with extra care

If during the introductory interview or during child care it is found that a child needs extra care, K&O will retain the right to add extra provisions to the agreement or to dissolve the agreement.

Opening hours

- The toddler care centre is open 40 weeks (concurrent with the weeks in which primary schools are open) per year, 3 hours in the morning and 2.5 hours in the afternoon on average. The starting and end times can differ from centre to centre. The specific starting and end times per location are provided on our website.
- The parent has to bring the child within 30 minutes after commencement of the starting time and collect it within 15 minutes before the end time.

Days on which the centres are closed

- The toddler care centre is closed on:
 - New Year's Day;
 - Easter Monday;
 - 27 April (King's Day);
 - 5 May (once every five years, when it is an official holiday);
 - Ascension Day;
 - the Friday after Ascension Day;
 - Whit Monday;
 - Christmas Day and Boxing Day;
 - During all school holidays;
 - Saturdays and Sundays.
- An up-to-date overview of the days on which the centres are closed in the current calendar year is provided on our website.

Cancelling

- The agreement can be cancelled in writing until the commencement date of the signed agreement.
- As from one month before the commencement date, the amount of the cancellation costs is equal to the costs of one month's child care as agreed on in the placement agreement. The foregoing also applies to partial cancellation, in which case the cancellation costs amount to one month's child care costs for the part of the agreement that is cancelled.

Introductory interview

- K&O invites the parent for the introductory interview in time before commencement of the child care.
- At least the following aspects are discussed in this interview:
 - The specific details concerning the parent and the child required for the child care centre, including the respective social security number(s);
 - The commencement and term of the initial period when the child has to get used to the new situation;
 - The general or temporary points of special attention and particulars for the specific care of the child (daily rhythm, nutrition, sickness, medication, development; etc.);
 - The parent's individual wishes, and the fact that these are taken into account to any possible extent;
 - Whether the parent consents to going on outings and to making photographs and/or videos of the child.
 - With respect to children with a VVE indication, agreements are made about the compulsory character (40 weeks 4 half days) of VVE child care and about the way in which parents can participate in the child's language development.
- The agreements made during the introductory interview are confirmed by K&O and the parent in writing on the Introductory Interview Form.

Payment

- The parent contribution is paid via direct debit. The parent receives a digital invoice for the purpose.
- The parent contribution is to be paid in advance. Payment of the parent contribution continues during the child's illness and holiday.
- The annual rate concerns child care for 40 weeks, which is charged in twelve equal amounts.
- In the event of non-compliance with full and timely payment, the parent will be legally in default.
- After expiry of the payment date, K&O will send a written payment reminder and will give the parent the opportunity to pay within 14 days after receipt of this payment reminder.
- Claims older than two months are passed on to a collection agency. The child will no longer be admitted to the centre.
- Any extrajudicial costs incurred by K&O to enforce payment of the parent's debt can be charged to the parent. The amount of the extrajudicial collection costs is subject to legal limits.
- Any payment made in the first place constitutes the settlement of all payable costs and interest and next a settlement of debts that have been outstanding longest.

Termination agreement

- The placement agreement is entered into for an indefinite period of time. The agreement is terminated without a notice of termination per the 16th or the last day of the month of the child's fourth birthday, unless agreed on otherwise.
- If the child's fourth birthday is in April, May or June, the child will be allowed to continue using the toddler care centre until the centre closes for the summer. The parent has to report this to the Planning & Placement Department in March.
- If your child's fourth birthday is in November, it will be allowed to continue using the toddler care centre until the Christmas holiday. Please, report this to the Planning & Placement Department on 1 November at the latest.
- The parent can terminate the agreement prematurely in writing or electronically with due observance of a term of notice of one full calendar month.
- K&O can terminate the agreement for important reasons, such as:
 - the situation in which the parent has not complied with the payment obligation for one month;
 - the parent not regularly bringing a child with a VVE indication to the centre during a specific period, despite the interviews that have taken place about this.
- Premature termination by K&O is by electronic means, with due observance of a term of notice of one month.
- The parent's payment obligation continues during the term of notice.

Price and price change

- The amount of the parent contribution is determined by the municipality of Purmerend every year. The parent contribution is determined on the basis of the means-test income of the previous year. You can calculate your means-test income on www.belastingdienst.nl.
- K&O is authorised to adjust the price agreed on to the pricing policy of the municipality of Purmerend every year. K&O announces this price change at least one calendar month in advance.

Obligation K&O

- Pursuant to the agreement K&O is held to provide child care under the conditions agreed on.
- K&O sees to it that child care taking place under its responsibility:
 - complies with the applicable legislation and regulations;
 - is performed in conformity with the requirements of good workmanship and with the use of good-quality materials.
- K&O takes the parent's individual wishes into account to any possible extent.

Parent's obligation

- The parent reports any particulars of a medical nature or in the child's development as early as at registration.
- The parent sees to it that K&O has all details that are relevant for contacting the parent at its disposal.
- The parent observes the rules that apply at the toddler care centre.
- The parent brings and collects the child in time and ensures that this obligation is complied with by others who bring and collect the child on the parent's behalf.
- K&O will record the authorisation of other persons than the parents to collect the child in writing, if the parent makes a request to this effect.
- The parent of a child with a VVE indication sees to it that the child uses child care continuously. If the child cannot come to the care centre for important reasons (e.g. sickness), the parent will report the child absent from the centre. K&O warns the parent that K&O has a termination authorisation in the event of regular unfounded absence.
- The parent of a child with a VVE indication has the intention to contribute to the child's language development in the home situation.
- In principle, the parent of a child with a VVE indication visits all parent's meetings organised by K&O.
- The parent pays the entrepreneur in conformity with the agreements made and within the term of payment, or at least bears the responsibility for this.

Complaint handling procedure

- Complaints about the execution of the agreement are to be submitted to K&O in writing and in time. The parent has to submit the complaint two months after the shortcomings were found at the latest, so that K&O can reasonably determine if it has been in default when executing the agreement.

- K&O handles the complaint in conformity with the internal complaint handling procedure. The parent always has the possibility to submit the complaint to the Stichting Klachtencommissie Kinderopvang (Complaints Authority Childcare Foundation).

Liability

If K&O attributable fails to comply with the agreement, K&O will be held to compensate the resulting direct and indirect damage exclusively to a maximum of the amount paid by the accident insurance or the corporate liability insurance of K&O.

Force majeure

- K&O will not be liable in the event of force majeure. In these general terms and conditions, force majeure is understood to mean, besides what is referred to in the law and legal precedents in this respect, all external causes, whether or not foreseen, which K&O cannot influence, but due to which K&O is unable to comply with its obligations.
- Disruptions in the company due to force majeure discharge K&O from complying with the execution obligation, without the parents having the possibility to exercise any right to compensation for damage or costs.
- In the event of force majeure, K&O will issue a notification immediately. The child care costs remain fully payable.

Amendment of the terms and conditions

K&O is authorised to amend these General Terms and Conditions during the term of this agreement. The parents are informed about this. If the parent so wishes, the parent has the right to terminate the agreement towards the end of the month in which the amendment takes effect, without K&O being required to pay any compensation.

Other provisions

- If the order for placement is given for the account of two or more natural persons or legal entities, these persons or entities will be severally liable for full compliance with the obligation arising from the agreement.
- When the child is absent, the child care costs remain fully payable. If the child is absent from the child care centre for more than two months due to sickness or other causes, K&O will consult with the parent(s) about keeping the child care place available.
- K&O will act in conformity with the provisions of the Dutch Personal Data Protection Act (*Wet bescherming persoonsgegevens*).
- Any correspondence from K&O is by e-mail, including signing the contract documents. Parents can indicate to K&O that they want to receive the correspondence by post.