

Supplementary terms and conditions Child Care after and/or before School Hours Stichting Kinderopvang Purmerend

Services

Stichting Kinderopvang Purmerend (SKOP, Child Care Purmerend Foundation) organises child care after and/or before school hours (*buitenschoolse opvang*, BSO). This is understood to mean that children are taken care of against payment, until the day they go to secondary education at the latest.

Placement

Children are placed in order of registration date. The child is placed in a regular basis group. SKOP is held to work in conformity with legally required standards concerning the professional-child ratio (*beroepskracht-kindratio*, BKR) and the group size. In the event of a placement request, it is established if it can be complied with on the requested days and at the requested location in conformity with the applicable standards. If it is possible to do so in conformity with the applicable standards, the child will be placed per the date indicated by the parent. If it is not possible to do so in conformity with the applicable standards, the child will be placed on a waiting list in consultation with the parent.

Connection between BSO and school

There is a regular connection between BSOs and primary schools. The child is placed at the BSO that is connected with the child's school. An overview is provided on our website. The Sport BSO is an exception. This BSO is for all children who go to school in Weidevenne as from the age of eight. If parents should decide to transfer the child to another primary school, this may mean that the child is transferred to another BSO that is connected with the child's new school. In that case, the parent will have to take any waiting lists of the new BSO location into account.

Agreement

The agreement is sent to the parent by e-mail. The agreement is to be signed digitally within two weeks after it was sent by e-mail. If the agreement is not signed within the applicable term, the parent will receive a reminder after two weeks. If the agreement is not signed within four weeks after it was initially sent, 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.

Agreement for children with extra care

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

BSO: child care before school hours + child care after school hours + hours from stock to be spent freely during holidays/workshop days

- During school weeks, the BSO product includes the right to regular child care days for the hours before school

hours as from 7:00 a.m. until school starts and after school hours. The parent can opt for an end time of 6:00 p.m. or an end time of 6:30 p.m.

- A number of hours in stock per calendar year applies per regular child care day: 110 hours (if the end time of 6:00 p.m. is opted for) or 115 hours (if the end time of 6:30 p.m. is opted for).
- These hours can be used during the calendar year during holidays and workshop days. Hours in stock can be used incidentally for extra child care during school weeks on other days than the regular child care days agreed on. For the applicable terms and conditions, see 'Compulsory reporting concerning child care holidays and workshop days or days on which the school is closed from the hours in stock' and 'Applying for extra child care during school weeks'.
- The hours from stock are allocated proportionately, depending on the starting date and end date of child care. Any hours from stock not taken lapse at the end of the calendar year and when the agreement is terminated partially or in full.
- In the event of partial termination, the accrued hours from stock concerning the terminated part can be used until the date of any full termination of the agreement during the calendar year.
- After the hours from stock have been used, any extra child care hours are charged at the applicable regular hourly rate.

NSO: child care after school hours + hours from stock to be spent freely during holidays/workshop days

- During school weeks, the product NSO (*naschoolse opvang*, child care after school hours) includes the right to regular child care days for the hours after school hours. The parent can opt for an end time of 6:00 p.m. or an end time of 6:30 p.m.
- A number of hours in stock per calendar year applies per regular child care day: 110 hours (if the end time of 6:00 p.m. is opted for) or 115 hours (if the end time of 6:30 p.m. is opted for).
- These hours can be used during the calendar year during holidays and workshop days. Hours in stock can be used incidentally for extra child care during school weeks on other days than the regular child care days agreed on. For the applicable terms and conditions, see 'Compulsory reporting concerning child care holidays and workshop days or days on which the school is closed from the hours in stock' and 'Applying for extra child care during school weeks'.
- The hours from stock are allocated proportionately, depending on the starting date and end date of child care.
- Any hours from stock not taken lapse at the end of the calendar year and when the agreement is terminated partially or in full.
- In the event of partial termination, the accrued hours from stock concerning the terminated part can be used until the

date of any full termination of the agreement during the calendar year.

- After the hours from stock have been used, any extra child care hours are charged at the applicable regular hourly rate.

BSO 40 weeks: child care before school hours + child care after school hours

- The BSO 40 weeks product is intended for parents who do not or who hardly need child care during school holiday weeks but only during school weeks. The parent can opt for an end time of 6:00 p.m. or an end time of 6:30 p.m.
- SKOP gives a child care guarantee on regular contract days during school weeks until the start of school hours and after school hours.
- Extra child care will only be possible if the legally required professional-child ratio at the location allows for it.
- The parent can purchase extra child care hours, which will be charged at the applicable regular hourly rate.

NSO 40 weeks: child care after school hours

- The NSO 40 weeks product is intended for parents who do not or who hardly need child care during school holiday weeks but only during school weeks. The parent can opt for an end time of 6:00 p.m. or an end time of 6:30 p.m.
- SKOP gives a child care guarantee on regular contract days during school weeks.
- Extra child care will only be possible, if the legally required professional-child ratio at the location allows for it.
- The parent can purchase extra child care hours, which will be charged at the applicable regular hourly rate.

VSO: child care before school hours

- The VSO (*voorschoolse opvang*, child care before school hours) 40 weeks product is intended for parents who only need child care before school hours in the morning.
- SKOP gives a child care guarantee on regular contract days during school weeks.
- Extra child care will only be possible, if the legally required professional-child ratio at the location allows for it.
- The parent can purchase extra child care hours, which will be charged at the applicable regular hourly rate.

Child care in alternating weeks

- The 'Child care in alternating weeks' product is intended for parents who work in alternating weeks, for instance, or in the event of co-parentship. The terms and conditions for BSO, NSO, BSO 40 weeks and NSO 40 weeks also apply to 'Child care in alternating weeks'.

Child care during holidays/workshop days = balance hours in stock

- The 'Child care during holidays/workshop days' product is intended for parents who do not need child care during school weeks but only during holidays and school workshop days.
- Minimum purchase is 115 hours, increased in steps of 57.5 hours each.
- Any child care hours not taken lapse at the end of the calendar year and when the agreement is terminated.
- Extra child care hours will be charged at the applicable regular hourly rate.
- SKOP gives a child care guarantee for child care on a day in the school holidays. SKOP gives a child care guarantee

on a workshop day until the end of school hours on the respective day. For the part after school hours, parents can apply for child care with the location manager. Availability is determined by the location manager.

Flexcard

- The Flexcard is intended for parents who do not have an agreement with SKOP, but who only need child care incidentally.
- Every card has six strips. A short afternoon is 1 strip, a long afternoon (Wednesday afternoon) is 2 strips, and a whole day is 3 strips.
- During school weeks, child care is only possible at the school connected with the child's BSO and only if the legally required professional-child ratio and the composition of the group allow for it: we cannot use extra educational staff for this.
- For this product the parent can also apply for a child care allowance.

Compulsory reporting concerning child care on holidays and workshop days or days on which the school is closed from the hours in stock

- Child care in school holidays, on workshop days and on other days on which the school is closed which are paid from hours in stock is to be applied for via the digital parent portal (preferably as early as possible).
- It is guaranteed that applications registered until three days before the child care day will be complied with. SKOP gives a child care guarantee on a workshop day or day on which the school is closed until the end of school hours on the respective day.
- Applications made within three working days before the child care day will only be complied with upon approval by the location and if the legally required professional-child ratio and the composition of the group allow for it.
- If the child comes to the centre during a day in the school holidays, on a workshop day or on a day on which the school is closed, only the hours for which the child has been registered as extra will be deducted from the hours in stock via the digital parent portal. If the workshop day or day on which the school is closed is a contract day, only the hours until the end of school hours will be deducted from the hours in stock.
- The reported extra child care can be cancelled until two days in advance with the balance refunded. If the extra child care is cancelled less than two days in advance, the balance will not be refunded, as the staffing has already been arranged for on the basis of the number of children reported.
- Because of the activity programme during holidays and on days on which the school is closed, we would appreciate if the child is taken to the centre before 9:30 a.m. and is collected after 3:00 p.m.
- If the child has not been reported and is yet taken to the centre during holidays or days on which the school is closed, we might be unable to take care of the child if the legally required professional-child ratio does not allow for it.

Parents who only have a BSO or NSO contract for 40 weeks and who do not have a balance of hours in stock, can submit a request for extra child care during holidays or days on which the school is closed via the digital parent portal. Here, the

same terms and conditions apply, on the understanding that the reported extra child care hours are charged at the applicable hourly rate.

Swapping care days and applying for incidental extra child care during school weeks

Children visit the BSO on regular days. This is best for group stability, for the children to feel safe, and therefore for the educational quality of child care. Sometimes, however, a parent needs child care on another day than the regular days. We provide the extra service (this is not a right) that the parent, in consultation with staff at the location, tries to establish whether swapping child care days is possible or if an extra day can be applied for in addition to the contract days. The following conditions apply to this scheme:

- Swapping and applying for an extra day will only be complied with if the legally required staffing of the group allows for it: we cannot use extra educational staff for this.
- Extra days can only be applied for via the digital parent portal.
- In the event of swapping and extra days applied for at an early stage, the parent will be informed two weeks in advance at the latest about whether the swap or extra child care is possible.

Swapping

- Swapping only concerns days or half days from the contract that have been reported absent via the digital parent portal. If the child is collected an hour earlier, this hour cannot be rescheduled on another day.
- The days or half days reported absent can only be swapped for an equal number of hours or less in conformity with our applicable products.
- A swap day has to be within a period of 30 days before or 30 days after the day to be swapped.
- If the regular child care day is on a national holiday, it cannot be swapped.

Applying for incidental extra child care

- If the parent has a balance, the extra child care hours applied for will be settled with this balance. If the parent does not have a balance (anymore), the extra child care hours reported via the digital parent portal will be charged at the applicable regular hourly rate.
- The reported extra child care can be cancelled until two days in advance with the balance refunded or without invoicing.
- If the extra child care is cancelled less than two days in advance, the balance will not be refunded, as the staffing has already been arranged for on the basis of the number of children reported. If there is no balance (any longer), the reported extra child care hours will be charged at the applicable regular hourly rate.

Opening hours BSO

- The BSO is open 52 weeks per year.
- For child care before school hours, the BSO locations of SKOP are open from 7:00 a.m. until the start of school hours. For child care after school hours, the BSO locations are open after school hours, connecting with the primary school timetables, until 6:30 p.m.
- In the school holidays and on days on which the school is closed, the opening hours are from 7:00 a.m. till 6:30 p.m. With respect to school holidays, SKOP may opt for combining several locations.

- The parent has to collect the child before 6:30 p.m. If the child is collected late regularly, SKOP will follow a procedure. As from the third time that the child is collected late, the parent receives an oral warning and a written warning. If the parent collects the child late more than five times, the parent will have to pay to SKOP a compensation of €50.00 for extra costs incurred for the first 15 minutes. After this, the amount will be €10.00 for every quarter of an hour the child is collected late.

Days on which the centres are closed

- The BSO is closed on:
 - New Year's Day;
 - Easter Monday;
 - 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;
 - 31 December as from 4:00 p.m.;
 - Saturdays and Sundays.
- An up-to-date overview of the days on which the centres are closed is provided on our website.

Combining basis groups

- In situations of lower occupancy per group, we may opt for combining (groups of) children into groups outside their regular basis group. In this combined group, children have more choice to play together and we have a better opportunity to provide specific activities, for instance for children of the same age or children with the same interests. Regular educational staff is present when groups are combined, and the day structure will remain the same, so it will remain recognisable to the child.
- The combination of groups can be structural on a specific day and in holiday periods, or incidental, for instance on workshop days.
- Combination of groups takes place upon the parents' consent.

Cancelling

- The agreement can be cancelled in writing until one month before the commencement date of the signed agreement.
- Cancellation costs will apply, if the cancellation is within one month before the commencement date of the signed agreement. The cancellation costs never exceed the amount to be paid for the applicable term of notice of one month.

Payment

- The annual rate is charged in equal monthly instalments, regardless of the number of child care hours in the respective month.
- The compensation referred to in Article 3 of the Child Care Agreement is to be paid in advance on the last day of the preceding month at the latest (in the event of payment by direct debit, the amount for the next month will be collected after the 27th day of the month). The first instalment will be cancelled at the moment at which the child is placed.

Amending the agreement

An amendment term of one month applies to amending the Child Care Agreement where the number of child care hours is reduced.

Termination agreement

- The placement agreement is entered into for an indefinite period of time. The agreement is terminated without a notice of termination on the child's thirteenth birthday, unless agreed on otherwise.
- The parent can terminate the agreement prematurely in writing or electronically with due observance of a term of notice of one month.
- If in the opinion of SKOP a serious and/or threatening situation occurs, SKOP will be authorised to terminate the agreement with immediate effect without being required to pay any compensation.
- If in the opinion of SKOP its occupancy rate is insufficiently profitable, SKOP will be authorised to terminate the agreement with due observance of a term of notice of one month, without being required to pay any compensation. SKOP has the right to combine and/or split groups and/or child care locations. Only if this means that the child will be given child care at another location, the parent will be authorised to terminate the agreement per the date on which the change takes effect.

Liability

If SKOP attributably fails to comply with the Child Care Agreement, SKOP 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 SKOP.

Force majeure

- SKOP 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 SKOP cannot influence, but due to which SKOP is unable to comply with its obligations.
- Disruptions in the company due to force majeure discharge SKOP 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, SKOP will issue a notification immediately. The child care costs remain fully payable.

Amendment of the terms and conditions

SKOP is authorised to amend these supplementary terms and conditions during the term of this agreement. The parents are informed about this. If the parent so wishes, the parent will have the right to terminate the agreement on the date on which the amendment takes effect.

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, SKOP will consult with the parent(s) about keeping the child care place available.
- SKOP will act in conformity with the provisions of the Dutch Personal Data Protection Act (*Wet bescherming persoonsgegevens*).
- Any correspondence from SKOP is by e-mail or via the digital parent portal.