

## Supplementary terms and conditions child day care of Stichting Kinderopvang Purmerend

### Services

Stichting Kinderopvang Purmerend (SKOP, Child Care Purmerend Foundation) organises child day care. This is understood to mean that children are taken care of against payment, until their fourth birthday.

### 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.

### 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.

### Day care

With this product we provide day care from 7.30 a.m. till 6.00 p.m. Parents can choose between an extended morning product 7.00 till 18.00, an extended evening product 7.30 till 18.30 or a full day product 7.00 till 18.30.

### Half-day care

With this product we provide half-day care from 7:00 a.m. till 1:00 p.m., or from 1:00 p.m. till 6:30 p.m. Therefore, the number of care hours for half-day care is six hours.

### Child care in alternating weeks

This product is intended for parents who work in alternating weeks or in the event of co-parentship, and it is provided at the Bereboot and Speelplaneet locations.

### Extra child care hours free of charge

Parents who have entered into a child care contract for day care before 1 January 2016, receive several extra child care days free of charge per calendar year proportionately, depending on the commencement date of child care:

- At 1 contract day's child care: 1 day extra;
- At 2 contract days' child care: 2 days extra;
- At 3 contract days' child care: 3 days extra;
- At 4 contract days' child care: 4 days extra.

The following demands apply to this scheme:

- Extra child care hours free of charge can be applied for in time frames of 5.5 hours, 6 hours, 10.5 hours, 11 hours, or 11.5 hours.
- The hours applied for, will only be allocated, if the legally required staffing of the group allows for it: we cannot use extra educational staff for this.
- These hours can only be applied for via the digital parent portal as from 90 days in advance until the same day.
- In the event of extra days applied for at an early stage, the parent will be informed two weeks in advance at the latest whether the swap or extra child care is possible.
- Any extra half days not taken lapse at the end of the calendar year and when the agreement is terminated partially or in full.

This scheme also applies to parents who register a new child after 1 January 2016 and who already have an agreement for child day care for another child. This scheme does not apply to parents who enter into an agreement for day care (for the first time) after 1 January 2016 and who do not have a day care agreement for another child at Child Care Purmerend.

### Swapping care days and applying for paid incidental extra child care

Children visit the day care centre 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 possible 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 90 days in advance (consideration the swapping policy) and only 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 policy

- 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 whole day can only be used once, and it cannot be split into two half days.
- 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 extra child care

- The extra child care hours reported via the digital parent portal will be charged at the hourly rate agreed on.
- The reported extra child care can be cancelled until two days in advance without invoicing.
- If the extra child care is cancelled less than two days in advance, the reported extra child care hours will be charged at the rate agreed on.

#### **Opening hours**

The child care centres are open from 7:00 a.m. till 6:30 p.m. The parent has to pick up the child between 2:30 p.m. and 6:30 p.m.

In the event of half-day care in the morning, the parent has to pick up the child before 1:00 p.m.

If the child is picked up 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 child care centres are 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 in the current calendar year is provided on our website.

#### **¶ 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 Day 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.
- If the parent has the child care allowance surcharge paid to SKOP directly, he or she will receive 10.5 hours, 11 hours or 11.5 hours (depending on the end time chosen) to be used freely for extra child care.

#### **¶ Amending the agreement**

An amendment term of one month applies to amending the 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 fourth birthday, unless agreed on otherwise. If the child's fourth birthday is in April, May or June but the child does not go to primary school yet (due to the holiday(s)), the child will be allowed to continue using day care, provided that a place is available in the group. The parent has to report this to the Planning & Placement Department on 1 March at the latest. If the child's fourth birthday is in November or December and it will go to primary school after the Christmas holidays, the child will be allowed to continue using day care until 1 January, provided that a place is available in the group. The parent has to report this to the Planning & Placement Department on 1 October at the latest.

- 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 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.
- If the child is absent, the child care costs will 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.