BRANCHEORGANISATIE KINDEROPVANG

English translation of:
"Algemene voorwaarden voor Kinderopvang, Dagopvang en Buitenschoolse opvang
versie 2025"

English translation of "Algemene voorwaarden voor Kinderopvang, Dagopvang en Buitenschoolse opvang (versie 2025)"
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BRANCHEORGANISATIE KINDEROPVANG

General Terms and Conditions for Childcare, Daycare and Out-of-School Care

Version 2025

English translation of "Algemene voorwaarden voor Kinderopvang, Dagopvang en Buitenschoolse opvang (versie 2025)"
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ARTICLE 1 – Definitions

In these Terms and Conditions, the following definitions apply:

Agreement:	The Childcare agreement between the Parent and the Entrepreneur.
Childcare:	The professional or non-gratuitous care, upbringing, and contribution to the development of children until the first day of the month in which secondary education for the children begins.
Childcare Centre:	A facility where Childcare takes place (excluding childminder care).
Commencement Date:	The date agreed upon in the Agreement on which the Childcare commences.
Consumer Complaints Board:	The Consumer Complaints Board for Childcare.
Daycare:	Childcare provided by a Childcare Centre for children up to the age at which they start primary education.
Effective Date:	The date on which the Agreement was entered into.
Entrepreneur:	A natural or legal person who operates a Childcare Centre.
Out-of-School Care:	Childcare provided by a Childcare Centre for children of primary school age, offering care before or after daily school hours, as well as during days or afternoons off and school holidays.
Parent:	The blood relative or relative by marriage in the ascending line, foster parent, or caregiver of the child to whom the Childcare relates.
Parent Committee:	An advisory and consultative body established by the Entrepreneur, consisting of representatives of parents whose children are cared for in the Childcare Centre.
Parties:	The Entrepreneur and the Parent.
Written/in Writing:	Written/in Writing also includes 'electronic' communication, unless the law provides otherwise.

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ARTICLE 2 – Applicability

1. These General Terms and Conditions apply to the Agreement between the Entrepreneur and the Parent.

ARTICLE 3 – Cancellation and withdrawal

1. In any event, the Parent has the right to cancel the Agreement under the following conditions:
   a. The Parent may cancel the Agreement from the Effective Date up to the Commencement Date.
   b. If the Parent cancels less than one month before the Commencement Date, the Entrepreneur may charge cancellation fees up to a maximum of the amount the Parent owes for one month of Childcare.
   c. If the Parent cancels more than one month before the Commencement Date, the Parent may be required to reimburse the Entrepreneur for costs already incurred by the Entrepreneur in connection with the execution of the Agreement.
2. If the Agreement has been concluded remotely (for example, via the internet or by post), the Parent has the right of withdrawal under the following conditions:
   a. The Parent may terminate the Agreement free of charge and without providing a reason within fourteen days after the day the Agreement has been concluded. This right is referred to as the "right of withdrawal".
   b. If the termination occurs before the Commencement Date, the Parent will receive a full refund of the fees paid. If the termination occurs after the Commencement Date and Childcare has already been provided, the Parent will receive a refund of the fees paid, reduced by the costs related to and proportional to the Childcare already provided.
   c. The Parent can exercise the right of withdrawal by unequivocally declaring to the Entrepreneur their intention to terminate the Agreement. The Parent may use the model form provided in Annex 2 for this purpose, but its use is not mandatory.

ARTICLE 4 – Placement interview

1. The Entrepreneur invites the Parent in good time before the Commencement Date for a placement interview.
2. In this placement interview, the following will be discussed:
   a. The specific information required for Childcare from the Parent and their child, including the necessary citizen service number(s);
   b. The start and duration of the familiarisation period;
   c. General or temporary points of attention and specifics regarding the particular care of the child (e.g., daily routine, nutrition, illness, medication and development);
   d. The individual wishes of the Parent, which will be taken into account as far as reasonably possible;
   e. The manner of communication;
   f. Participation in trips;

g. Taking photos and/or videos of the child;
h. The legal liability of the Parent for damage caused by their child;
i. For Out-of-School Care: The elements mentioned in Annex 1 of these General Terms and Conditions under 5, sub h.

3. 3. The Entrepreneur confirms in Writing the agreements made during the placement interview to the Parent.

ARTICLE 5 – Duration and renewal of the Agreement

1. 1The Agreement is entered into for the following term based on the agreed type of Childcare:
   a. For Daycare, until the day the child reaches the age of four years;
   b. For Out-of-School Care, until the day the child reaches the age of twelve years.
2. Notwithstanding the provisions of paragraph 1, the Parties may agree on a shorter or longer duration.
3. After the expiration of the term of an Agreement, the Parties may extend the Agreement. An extension of the Agreement will be agreed upon in Writing. Extension does not take place tacitly.

ARTICLE 6 – Termination of the Agreement

1. The Agreement terminates by operation of law upon the expiration of the term laid down in the Agreement.
2. Additionally, the Agreement may terminate through (early) termination by one of the Parties.
3. The Parties intend for the Agreement to be terminable as follows:
   a. The Parent is always entitled to terminate the Agreement.
   b. The Entrepreneur is authorised to terminate the Agreement only on the basis of a valid reason. In any case, the following are considered valid reasons:
      i. The Parent is in default regarding their payment obligation for two (or more) months of Childcare;
      ii. Situations mentioned in Article 10, paragraph 2, sub a and b(ii), that persist for two months (or longer);
      iii. The situation mentioned in Article 10, paragraph 2, sub b(i);
      iv. A disruption of the (trust) relationship between the Entrepreneur and the Parent, making it unreasonable to expect the Entrepreneur to continue the Agreement in its current form;
      v. The Entrepreneur is unable to execute the Agreement due to an unforeseen circumstance or a cause not attributable to them;
      vi. A business economic necessity that endangers the continuity (of a Childcare Centre).
4. Termination occurs by means of a Written statement addressed to the other Party. The Entrepreneur must provide reasons for the termination. The Parent is not required to provide reasons for the termination.

5. The Entrepreneur and the Parent may terminate the Agreement with the following notice periods:
   a. The Parent may terminate with due observance of a notice period of one month. In the case of Article 11, paragraph 8, no notice period applies to the Parent;
   b. The Entrepreneur may terminate with due observance of a reasonable period, which is at least one month;
   c. The Entrepreneur may terminate with immediate effect in a case as referred to in Article 6, paragraph 3, sub b(i);
   d. The Parent may terminate with immediate effect if the Entrepreneur terminates the Agreement.
6. The notice period starts on the date the Parent or the Entrepreneur receives the notice of termination. The statement is deemed received on the date of the postmark on the envelope of the termination letter, the date of the email with which the statement was sent, or the date on which the electronic statement was sent, unless a later date is specified in the statement.
7. During the notice period, the Entrepreneur is obliged to provide Childcare, and the Parent is obliged to pay the fee for the Childcare (the price).
8. In the event of the child's death, the Agreement terminates with immediate effect.

ARTICLE 7 – Mutual obligations

1. The parties jointly ensure an adequate exchange of information about the child.
2. The parties transfer responsibility for the child to each other in the following manner:
   a. Daycare: The Parent is responsible for the child when dropping them off and the Entrepreneur is responsible when picking them up, until the moment the parties can reasonably assume that the transfer of responsibility has actually occurred.
   b. Out-of-School Care: The manner in which the child arrives at and leaves the Out-of-School Care determines the transfer of responsibility for the child. The parties make Written agreements regarding this transfer of responsibility.

ARTICLE 8 – Obligations of the Entrepreneur

1. The Entrepreneur is obliged under the Agreement to provide Childcare under the conditions agreed in the Agreement and in these General Terms and Conditions.
2. The Entrepreneur guarantees that:
   a. The Childcare provided under their responsibility:
      i. complies with the applicable laws and regulations;
      ii. is carried out in accordance with the requirements of good workmanship and using sound materials;
   b. A Childcare Centre under their responsibility is suitable for responsible childcare, both in terms of personnel and material provisions. A detailed arrangement of how the Entrepreneur fulfils their obligations mentioned in paragraphs 1 and 2 of this article is set out in Annex 1. This annex forms an integral part of these General Terms and Conditions.

c. The Entrepreneur complies with applicable laws and regulations.

3. The Entrepreneur takes into account the individual wishes of the Parent as far as is reasonably possible.

ARTICLE 9 – Obligations of the Parent

1. The Parent reports any medical or developmental details about the child at the time of registration.
2. The Parent ensures that the Entrepreneur has all the information necessary to contact the Parent.
3. The Parent adheres to the rules applicable within the Childcare Centre.
4. The Parent refrains from behaviour that poses a risk or threat to the mental and/or physical health or safety of others and/or hinders or disproportionately burdens the Entrepreneur's services to (the children of) other Parents. The Parent ensures that their child also refrains from such behaviour.
5. The Parent brings and collects the child on time and ensures that others bringing or collecting the child on their behalf comply with this obligation.
6. If requested by the Parent, the Entrepreneur records in Writing the authority of individuals other than the Parents to collect the child from the Childcare Centre.
7. The Parent pays the Entrepreneur in accordance with the agreements in the Agreement and within the payment term, or is at least responsible for ensuring this.

ARTICLE 10 – Accessibility

1. The Childcare Centre where the child is placed is, in principle, accessible to the child.
2. The Entrepreneur has the right to deny the child and/or the Parent access to the Childcare Centre for the duration of any period during which normal care of the child cannot reasonably be expected from the Entrepreneur, and the child cannot be cared for in the usual manner. Examples include situations where:
   a. The child has an additional care need due to illness or otherwise that:
      i. the Entrepreneur is not legally permitted to provide; or
      ii. exceeds the individual healthcare agreed upon in the Agreement (see Article 8, paragraph 1); or
      iii. the Entrepreneur is factually unable to provide properly.
   b. The child and/or the Parent: (i) poses a risk or threat to the mental and/or physical health or safety of others; and/or (ii) hinders or disproportionately burdens the services provided by the Entrepreneur to (the children of) other Parents. Before the Entrepreneur denies access on these grounds, they will warn the Parent unless the severity or urgency of the situation makes such a warning unreasonable.
   c. If the (trust) relationship between the Entrepreneur and the Parent is disrupted to the extent that it is unreasonable to expect the Entrepreneur to continue the Agreement in its current form, access may also be denied.
3. In the event that the Entrepreneur denies the child and/or the Parent access to the Childcare Centre, the Entrepreneur will consult with the Parent to seek a solution for the situation that is acceptable to all Parties.

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4. If the Parent disagrees with a decision to deny access based on paragraph 2 of this article, and consultation with the Entrepreneur does not resolve the matter, the Parent may submit the decision to the Consumer Complaints Board. The Parent can request that the dispute be handled using the expedited procedure as outlined in the Regulations of the Consumer Complaints Board for Childcare.
5. During the expedited procedure, the Entrepreneur may not terminate the Agreement.

ARTICLE 11 - The price and the change of the price

1. The price that the Parent must pay for the Childcare from the Commencement Date is included in the Agreement.
2. Changes to the agreed price will take place in accordance with the provisions of paragraphs 3 to 8 of this article.
3. The Entrepreneur may change (including increase) the agreed price once per calendar year. In the event of an increase of the agreed price, the first increase may not take effect earlier than three months after the Effective Date.
4. Reasons for the price change include changes in costs and other factors related to the Entrepreneur's business operations, as further specified in Annex 3.
5. The Entrepreneur notifies the Parent in Writing of the price change before the revised price takes effect. The notification will include the effective date of the new price. The effective date for the revised price must be at least 40 days after the day the price change is announced to the Parent.
6. Before proceeding with a change to the agreed price (including notifying the Parent), the Entrepreneur must (i) prepare an advisory request containing the intended price change decision along with a substantiated explanation and (ii) allow the Parent Committee (or the combined Parent Committee) to provide advice on the proposed price change decision, in accordance with Article 1.60 of the Childcare Act. As part of the advisory request and in response to any additional questions from the Parent Committee, the Entrepreneur must provide in Writing all the information that the Parent Committee reasonably needs to issue advice on the proposed price change decision. If the Entrepreneur is not legally required to establish a Parent Committee, the Entrepreneur must sufficiently demonstrably involve the Parents in another way in the proposed price change decision.
7. The Entrepreneur may only deviate from the advice referred to in paragraph 6 of this article if the Entrepreneur provides written and reasoned justification that the interest of the Childcare opposes the advice. If the Parent Committee cannot agree with the Entrepreneur's deviation from the advice, it has the option to refer the matter to the Consumer Complaints Board.
8. The Parent (also) has the right to terminate the Agreement in Writing and without further justification if a price change is announced (see Article 6, paragraph 3, sub a). If the Parent terminates the Agreement within 40 days before or 14 days after the effective date of the changed price, no notice period applies (see Article 6, paragraph 5, sub a).

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ARTICLE 12 - Payment/Late payment

1. The Entrepreneur always provides a Written invoice, stating the amount to be paid by the Parent (in accordance with the Agreement) and the final payment date. The invoice is provided free of charge.
2. If a Parent makes a payment to a third party designated by the Entrepreneur, this will be considered a valid payment discharging the Parent's obligation. The Parent's designation of a third party to make payments does not absolve the Parent of their liability to ensure timely payment. Any payment made by a third party on behalf of the Parent will be deemed a valid payment that discharges the Parent's obligation.
3. If payment has not been made by the final payment date stated on the invoice, the Entrepreneur will send the Parent a Written payment reminder. In the payment reminder, the Entrepreneur will issue the Parent a notice of default and grant them 15 calendar days from receipt of the reminder to make the payment.
4. The Entrepreneur will warn the Parent about the right to terminate the Agreement based on Article 6, paragraph 3, under b sub (i). This warning must be sent to the Parent at least 14 days before the date on which the right to termination arises.

ARTICLE 13 – Applicable law and competent court

1. Dutch law applies to the Agreement.
2. The competent Dutch court is authorised to rule on disputes between the Parties in connection with the Agreement, notwithstanding the authority of the Consumer Complaints Board to take cognisance of a dispute.

ARTICLE 14 – Complaints procedure

1. Complaints about the execution of the Agreement must be submitted in Writing to the Entrepreneur. If the complaint is unclear or incomprehensible, the Parent will further clarify the complaint at the request of the Entrepreneur. The Parent must submit the complaint within a reasonable time after discovering the defect in performance or when they reasonably should have discovered it, in accordance with Article 6:89 of the Dutch Civil Code.
2. The Entrepreneur handles the complaint in accordance with their internal complaints procedure. When drafting or amending this procedure, the Parent Committee has the right to advise, in accordance with the provisions of the Childcare Act.
3. If the complaint cannot be resolved amicably, a dispute arises that is subject to the dispute resolution procedure outlined in Article 15.

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ARTICLE 15 – Dispute resolution and the legal complaints procedure for Childcare

1. Disputes between the Parent and the Entrepreneur regarding the formation or execution of the Agreement can be submitted by either the Parent or the Entrepreneur to the Consumer Complaints Board for Childcare, located at Bordewijklaan 46, Postbus 90600, 2509 LP The Hague. This is to be done in accordance with the regulations applicable to the Consumer Complaints Board (www.degeschillencommissie.nl/english).

ARTICLE 16 – Governance code

1. There is a code that the Entrepreneur is affiliated with: the Governance Code for Childcare. This can be found on the website www.kinderopvang.nl/governance. The Parent can also request a copy of this from the Entrepreneur.

ARTICLE 17 – Amendments

Changes to these General Terms and Conditions must be agreed upon between the Entrepreneur and the Parent.

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Annex 1

Further regulation of the entrepreneur's obligations under Article 8 of the General Terms and Conditions for Childcare – Daycare and Out-of-School Care 2025.

The Entrepreneur fulfils the obligations mentioned in Article 8, paragraphs 1 and 2, by ensuring, among other things, that they have:

1. A pedagogical policy plan that describes the characteristic way of interacting with children and their parents;
2. Regulations/documents that reflect the policy regarding hygiene, safety, child abuse, medical actions, illness and privacy;
3. Regulations that govern the functioning of the Parent Committee;
4. Regulations that govern the complaints procedure;
5. An overview of or information about the following elements of childcare:
    a. Type of care, options for flexible care and any additional services;
    b. Information regarding the group, the ratio between group leaders and the number of children per age category, and the available space;
    c. Information exchange, including the form and frequency, and the number of parent-teacher meetings typically held each year;
    d. The food provided;
    e. Opportunities for making specific arrangements regarding development, care and nutrition;
    f. Opening hours and days, and any mandatory minimum purchase;
    g. The times at which children are received and leave the care;
    h. In the case of Out-of-School Care:
        - Opportunities for participating in external activities, such as sports or music;
        - Options for bridging the distance between the school and the Childcare Centre or external activities, including the mode of transport and whether supervision is provided:
        - Options for bridging the distance between the Childcare Centre and home, or external activities and home, including whether children can go home independently;
        - Care during school holidays and additional days off school.
    i. The placement procedure;
    j. The nature and extent of the familiarisation period;
    k. Any regulations outlining the house rules of the Childcare Centre;
    l. The applicable price;
    m. The payment method and any additional costs for alternative payment methods;
    n. The cancellation conditions, including cancellation fees;
    o. The registration conditions, including registration fees;
    p. The applicable notice period.

If amended laws and regulations result in additional obligations for the Entrepreneur, they will also ensure compliance with these.

Annex 2 – Model withdrawal form

Only complete and return this form if you wish to terminate/withdraw the agreement.

To: [Enter the Childcare Centre details]
Email address: [Enter the Childcare Centre's email address].

I/We(*) hereby notify you that I/we(*) withdraw(*) our agreement concerning the sale or provision of the following goods or services:

Ordered on (*)/Received on (*)

Name(s) of consumer(s)

Address(es) of consumer(s)

Signature(s) of consumer(s) [only required if submitting this form in hard copy]

Date

(*) Cross out what does not apply.

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Annex 3 – Reasons for price change

The reasons for price changes vary and depend on various cost adjustments and other business-economic conditions and changes. Due to the nature of the childcare agreement, the multitude of costs associated with providing childcare, and the unique operations and organisation of each Childcare Centre, pricing and price changes are bespoke. As such, it is not feasible to determine price changes based on a predetermined formula.

Changes (such as those caused by inflation or other factors) in the following areas may influence adjustments to the agreed price.

- Labour costs:
  - Salary costs
  - Changes in the Collective Labour Agreement
  - Periodic pay raises
  - Cost changes due to inflow and outflow
  - Pension premiums
  - Social costs/absenteeism costs, etc.
  - Training for staff
  - Other personnel costs, such as hiring and travel expenses.
- Accommodation costs:
  - Costs related to the rental of premises.
  - Costs of owned properties, including financing charges and taxes
  - Maintenance costs (indoor and outdoor spaces)
  - Energy costs (gas, water, electricity)
  - Maintenance and replacement of inventory
- Other organisational costs/factors:
  - Costs for personal care products, nappies, etc.
  - Nutrition
  - Materials and activities
  - Transport costs for out of school care (e.g. picking children up from school)
  - Office and administration costs
  - Software and IT
  - Website, parent portal and promotion
  - Procurement of external knowledge and expertise
  - Depreciation
  - Interest charges
  - Taxes
  - Expiring contracts and/or expiring financing facilities
  - Adjustments in the product range of the Childcare Centre
- Income/assets
  - Financial results from previous years
  - The financial position of the Childcare Centre
  - Occupancy rate and revenue development

- Possible subsidies from the municipality or government
- Other income (e.g. a Parent's personal contribution)

- Changes in laws and regulations that increase costs.