Supplementary General Terms and Conditions

Big Ben Kids

These are the Big Ben Kids supplementary terms and conditions ("Supplementary General Terms and Conditions"). These apply in addition to the most recent version of the General Terms and Conditions for Childcare, Daycare and Out-of-School Care of BK (Childcare Sector Organisation).

1 Definitions and Interpretation

1 The General Terms and Conditions for Childcare, Daycare and Out-of-School Care of BK and these Supplementary General Terms and Conditions are jointly referred to as the "General Terms and Conditions". The General Terms and Conditions are an integral part of the Agreement between the Parent and the Entrepreneur.

2 In these Supplementary General Terms and Conditions, words written with a capital letter have the same meaning as in the definitions ascribed to them in the General Terms and Conditions for Childcare, Daycare and Out-of-School Care of BK, unless expressly stated otherwise.

3 If the Entrepreneur uses third parties for the execution of work, the present General Terms and Conditions also apply.

4 Entrepreneur: the legal entity within the group that operates under the trade name Big Ben Kids, which enters into an Agreement with the Parent for the provision of Childcare at a Childcare Centre.

5 The term "Parent" in these General Terms and Conditions and the Agreement also refers to the caregiver, foster parent or legal guardian who has authority over the child and authority to enter into an Agreement for Childcare.

6 Location: the facility where the Parent's child is enrolled and receives Childcare.

2 Agreement

1. The Agreement is concluded when the Entrepreneur has received the Parent's digital signature on the offer within the specified time frame. The Entrepreneur shall confirm the date of receipt to the Parent. Any alternative manner of conclusion must be proven by the party asserting it.
2. The performance of the Childcare services described in the offer will not commence until the Parent's digital signature has been received.
3. Placements may commence and terminate on any business day of the month.

4. The Entrepreneur's offer is non-binding. The terms of acceptance will be specified in the offer. If the acceptance period expires, the offer lapses by operation of law.
5. The Parent may postpone the commencement date once for a maximum period of one month. This request must be submitted in writing no later than one month before the original commencement date.
6. If the Parent can reasonably recognise that the Entrepreneur's offer contains an obvious mistake or error, the Entrepreneur cannot be bound by it.
7. If the Parent's acceptance, whether or not on minor points, deviates from the offer, the Entrepreneur is not bound by it. In that case, the Agreement will not be concluded based on the deviating acceptance, unless the Entrepreneur explicitly states otherwise in writing.
8. The Agreement is concluded with one of the parents/guardians (the "Contracting Parent"). Both parents are responsible for payment and are jointly and severally liable. The Contracting Parent bears the final responsibility in all cases. In this regard, the Entrepreneur furthermore operates on the assumption that:
    a. both parents have parental authority over the child and that the Contracting Parent represents both parents/guardians upon signing the Agreement. It is the responsibility of the Contracting Parent to coordinate all matters subject to parental authority with the other parent/guardian;
    b. in the event of a difference of opinion between the parents/guardians regarding Childcare, the Contracting Parent must demonstrate, based on a court decision or divorce settlement, that the assumption under (a) does not apply; or
    c. if it appears that the other Parent is not (or no longer) vested with parental authority over the child, this Parent is entitled to receive information pursuant to Article 1:377c of the Dutch Civil Code. This includes “important facts and information concerning the child's person or their care and upbringing”, unless the Entrepreneur would not provide such information in the same manner to the person who has custody of the child or with whom the child usually resides or if providing the information would be contrary to the child's best interests.
9. The Parent has the right to cancel the offer and the Agreement from the moment of signing until the effective date of the Agreement. Cancellation is free of charge up to one month before the effective date of the Agreement. After this period, the Parent is liable for cancellation costs equivalent to one month’s Childcare fees.

3 Opening Hours and Conditions of Childcare

1. The Entrepreneur is open on business days for 52 weeks a year, except on national holidays recognised by the government.
2. The Locations are closed on the following days:
    a. New Year's Day
    b. Easter Monday
    c. King's Day
    d. Liberation Day
    e. Ascension Day
    f. Whit Monday
    g. Christmas Day
    h. Boxing Day

    On Christmas Eve and New Year's Eve, the Locations close at 4.30 pm.

3. The Entrepreneur offers various Childcare packages, which may vary by Location. Specific information for each Location can be found on the website or requested from Customer Services.
4. The Agreement specifies the Location, the day(s)/parts of the day and the times at which Childcare will be provided within the applicable opening hours of the Location.
5. The Entrepreneur has the right to change the Location or merge it with another facility during holidays and/or school inset days. The Parent will be informed of this in advance.
6. The Parent is not entitled to a refund if Childcare is not used due to the child's illness.
7. If an additional occasional day is cancelled more than 24 hours in advance, it will not be charged. If the Parent has used swap hours for this additional day, the swap hours will be credited back to the Parent's account.
8. The first time a child is picked up late, a warning will be issued and recorded in writing on the designated form. After two warnings, the extra time will be charged on the next invoice. The current rate for late pick-up is €15.00 per 15 minutes. Each instance of late pick-up will be documented in a note in the parent portal.
9. The Entrepreneur offers swap hours, which are granted when Childcare is cancelled on time via the parent portal. These extra hours can be used based on availability and within the applicable conditions of the current Agreement. The swap policy can be found in the parent portal and requested from Customer Services.

4 Modifications by the Parent

1. Requests by the Parent for modifications or termination of the Agreement will only be processed if submitted in writing or via email. The Entrepreneur applies a notice period of one month for such requests. The date on which the Entrepreneur receives the request shall be deemed the effective date of the modification or termination.
2. Modifications can only be accommodated if the Location's schedule allows. The decision is solely at the discretion of Customer Services.
3. The Entrepreneur is not obligated to approve modifications to the Agreement requested by the Parent. Such modifications shall only be binding upon written confirmation by both parties.
4. Modifications to the Agreement will be processed in accordance with the terms of the purchased package that are in effect for that year. These terms can be requested from Customer Services.
5. If a request for modification is for a limited period of time only, the Entrepreneur reserves the right to enforce the one-month notice period or to decline the request.
6. If the Parent terminates an Agreement for a period of less than 52 weeks (the “Term”) prematurely, the Entrepreneur is entitled to retroactively calculate the compensation owed by the Parent based on the actual Childcare hours used. This amount will be charged to the Parent.
7. In the event of additional Childcare, modifications and/or early termination of the Agreement, the actual hours used will be charged on a pro rata basis. These invoices will be paid by direct debit, unless otherwise agreed in writing. The Entrepreneur applies a payment term of 14 days for this.
8. If the Parent modifies the Agreement more than twice within a 12-month period, the Parent shall owe the Entrepreneur an administrative fee of €25 per child for each modification starting from the third change. The Entrepreneur reserves the right to adjust this amount annually in accordance with the Consumer Price Index (CPI) for all households.

5 Payment

1. The Entrepreneur applies a fixed hourly rate and a set number of hours per day for Childcare. This means that even if the allocated Childcare place is not used in full or in part, the Parent remains liable for the full payment to the Entrepreneur.
2. All payments by the Parent must be made in advance and in euros, unless explicitly agreed otherwise.
3. The annual amount due shall be charged in equal monthly instalments, regardless of any

reduction in Childcare hours used in a particular month.

4 Invoices and annual statements are made available to the Parent through the secure and protected environment of the parent portal.

5 The Parent must provide the Entrepreneur with written authorisation for direct debit, unless explicitly agreed otherwise in writing. The direct debit authorisation is granted at the time of signing the Agreement.

6 The amount will be automatically debited from the specified account on or around the 25th of the preceding month. The debited amount corresponds to the Childcare services for the upcoming month.

7 If it is agreed that payment will not be collected by direct debit, the Parent will receive an invoice from the Entrepreneur for the agreed term. Payment must be made within the specified payment term, ensuring that the amount is credited to a bank account designated by the Entrepreneur by the due date.

8 The Parent is not entitled to offset or deduct any claim they have, or believe they have, against the Entrepreneur (or any other amount) from any payment obligation owed to the Entrepreneur.

9 If the invoice is not paid by the due date, reminders will be sent as follows: the first reminder after 2 days, the second after 12 days and the final reminder after 19 days. If payment is still not received, the invoice will be referred to a collection agency 33 days after the due date.

10 If the Parent defaults or fails to fulfil their payment obligations on time, all reasonable costs incurred for out-of-court collection shall be borne by the Parent. Extrajudicial costs will be calculated in accordance with the rates established in the Collection Costs Act. However, if the Entrepreneur has incurred higher collection costs that were reasonably necessary, the actual costs incurred shall be reimbursable. Any judicial and enforcement costs will also be recovered from the Parent.

11 In the event of two outstanding claims, the Parent's right to use Childcare as outlined in the Agreement shall lapse. The Entrepreneur is then authorised to terminate the Agreement with immediate effect or to terminate it prematurely, unless the Parent makes full payment within three working days. The Parent will be notified of this in writing.

12 A direct payment is defined as a payment made immediately on the spot to the financial administration.

13 In the event of two or more outstanding claims, the Entrepreneur will not grant payment arrangements or deferments of payment.

14 Objections by the Parent to the amount of an invoice do not suspend the payment obligation.

15 Invoices are deemed to be accepted and approved by the Parent if the Entrepreneur has not received a written objection within ten days of the invoice date.

16 Any transport to and from Out-of-School Care is included in the price, unless otherwise agreed with the Parent.

6 Information, Communication and Privacy

1 Prior to the commencement date of the Agreement, the Parent is required to provide an accurate statement of the data that the Entrepreneur must submit to the Tax Authorities.

2 The Parent is required to provide an accurate statement of their personal details relevant for contact purposes, including telephone numbers (work, mobile and home) and addresses (work and home).

3 Changes to contact details and instructions must be communicated as soon as possible via the parent portal.

4 The Entrepreneur handles personal data with care and does not share any personal data about the Parent and/or child without permission. The Entrepreneur's privacy policy can be consulted on its website. By registering, the Parent agrees to this policy.

5 In daily communication with the Parent, the Entrepreneur uses the Konnect parent portal. By signing the Agreement, the Entrepreneur assumes that the Parent agrees to the use of this portal. The parent portal provides a secure and protected environment for sharing information, including personal details, photos and administrative and invoicing data.

6 Permissions for various matters can be granted via the parent portal. The permissions and statements provided by parents through this portal prevail in all cases.

7 Health and Safety

1 The Entrepreneur may require the child to be vaccinated (in accordance with the National Immunisation Programme or otherwise) as a condition for access to the Location, to the extent permitted by applicable laws and regulations. This requirement is only applicable if mandated by the government or a semi-governmental authority or if the Entrepreneur deems it reasonably necessary (e.g., to protect health and safety).

2 When using the facilities and services of the Entrepreneur, the Parent and child must comply with applicable laws and regulations. They must also adhere to all precautionary and mandatory measures and recommended guidelines issued by the government and semi-governmental authorities, including the National Institute for Public Health and the Environment (RIVM), aimed at protecting or promoting safety and public health.

3 The Entrepreneur may impose measures and regulations that the Parent and child must adhere to. These measures or regulations shall apply if they are recommended or mandated by the government or semi-governmental authorities, including the National Institute for Public Health and the Environment (RIVM), or if the Entrepreneur deems them reasonably necessary. The Parent will be informed of such measures in advance.

8 Termination or Suspension

1 In addition to the General Terms and Conditions for Childcare, Daycare and Out-of-School Care of BK, the Entrepreneur has the right to immediately suspend some or all of its obligations under the Agreement (including the right to deny the Parent and/or the child access) or to terminate the Agreement with immediate effect if one or more of the following circumstances occur:

   a. the Parent fails to fulfil one or more obligations arising from the Agreement (including the General Terms and Conditions), and this failure has not been fully remedied within 14 calendar days after a written request to do so (or, in the case of a payment obligation, if there are two outstanding claims);
   b. if the Entrepreneur reasonably believes that the relationship between the Parent or the child and the Entrepreneur or its staff is so disrupted that continuing the Agreement is no longer viable;
   c. one or both parents lose custody of the child;
   d. the Entrepreneur is unable to fulfil its obligations under the Agreement for a period of one month or longer due to circumstances beyond its control (force majeure); or
   a. a decision is made to dissolve the Entrepreneur, a bankruptcy petition is filed against the Entrepreneur or the Entrepreneur is granted a suspension of payments.

If the Entrepreneur exercises its rights under the above circumstances, this does not result in any payment obligation to the Parent (no refund obligation and no obligation to compensate for any damages or costs).

If the Entrepreneur suspends its obligations based on the above circumstances, the Parent remains obligated to fulfil all payment obligations under the Agreement during the suspension period, until the Agreement is terminated in accordance with the General Terms and Conditions (by cancellation or otherwise).

9 Liability

1 The Entrepreneur is not liable for any damage resulting from accidents, physical or mental injury, illnesses or health complaints (including contracting viruses) arising from entering the premises/grounds or using the services or facilities of the Entrepreneur, unless such damage is caused by the Entrepreneur's failure to take the mandatory precautions required under applicable laws and regulations.

2 The Entrepreneur's liability towards the Parent and/or third parties for any damage arising from or related to the performance of an Agreement is always limited to the amount covered by the Entrepreneur's business liability insurance in the specific case.

3 If, for any reason, no payment is made under the aforementioned insurance, any liability shall in any case be limited to an amount equal to the Childcare fees charged to the Parent in the three months preceding the event that gave rise to the liability, to a maximum of €10,000.

4 The Entrepreneur is only liable for the consequences of the actions of its employees or third parties engaged by it insofar as it is legally liable, as outlined in clauses 9.1, 9.2, and 9.3.

5 If the Parent believes they have suffered damage, they must report this to the Entrepreneur immediately. Any right to claim compensation lapses if the claim is not submitted to the Entrepreneur in writing within 30 days of the Parent becoming aware of the damage.

6 The Entrepreneur is not liable for any damages caused by the child or the Parent.

7 The Entrepreneur is not liable for any damage, loss or theft of property belonging to the Parent and/or the child.

8 The Entrepreneur is not obligated to fulfil any obligation towards the Parent if it is prevented from doing so due to circumstances beyond its control. This includes events not attributable to the Entrepreneur's fault or the Entrepreneur's responsibility under law, a legal act or generally accepted practice.

9 The Entrepreneur is not liable for any direct and/or indirect damage suffered by the Parent, the child or third parties if it is unable to fulfil its obligations under the Agreement due to force majeure.

10 In addition to its definition under applicable law and jurisprudence, force majeure in these General Terms and Conditions refers to all causes, whether foreseen or unforeseen, that are beyond the Entrepreneur's control. Force majeure also includes closures necessary to ensure safety and health (including but not limited to pandemics, epidemics or natural

disasters), staff shortages, staff strikes and/or closures based on advice from or in accordance with guidelines issued by semi-governmental authorities such as the National Institute for Public Health and the Environment (RIVM).

11 Force majeure closures will be announced in advance whenever possible.

12 In the event of force majeure, the Entrepreneur is not obligated to issue a refund.

13 Without prejudice to the provisions of Article 6:89 of the Dutch Civil Code, a claim for compensation shall lapse if it is not brought before the competent court within three months after the Parent became aware, or could reasonably have become aware, of the facts on which the claim is based.

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