

General Terms and Conditions for Childcare

combined with

Additional terms Bink

for

Daycare | Out-of-School Care | Playgroup

2024

This is a translation, the Dutch original is legally effective.

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ARTICLE 1 – Definitions

In these General Terms and Conditions the following is understood as:

Agreement:	The childcare agreement between the parent and the proprietor.
Childcare:	The commercial or otherwise other than without consideration caring for, bringing up and contributing to the development of children up to the first day of the month when the children start secondary education.
Child Centre:	A facility that provides childcare (other than a child-minder service).
Commencement Date:	The stipulated date when the childcare commences.
Day Nursery:	Childcare provided by a child centre for children up to the age of primary education.
Disputes Committee:	The disputes committee childcare.
Out-of-School Care:	Childcare provided by a child centre for children in the age of primary education in the course of which care is offered before or after the daily school time as also during days or afternoons off and during school holidays.
Parent:	The relation by blood or affinity in the ascending line or foster parent of the child that the childcare is related to.
Parent Committee:	Advisory and consultative body established by the proprietor consisting of a representation of parents whose children are cared for in the child centre.
Parties:	The proprietor and the parent.
Proprietor:	Natural or legal person that operates a child centre.
Start Date:	The date when the agreement takes effect.
Written (In Writing):	Written is also understood as 'electronically', unless the law opposes the same.

ARTICLE 2 – Applicability

1. These General Terms and Conditions are applicable to the conclusion and implementation of the Agreement.
2. The Agreement is concluded between the Proprietor and the Parent.

ARTICLE 3 – Supply of information

1. If a Parent is interested in the possible placement of his/her child in a Child Centre the Proprietor shall provide the Parent with an information package in which the Proprietor provides a description of the services in the Child Centre, which is sufficiently detailed in order to enable the Parent in his/her orientation on the market to make a further choice between the various Child Centres.
2. The information package is provided In Writing and contains at least the elements outlined in schedule 1 to these General Terms and Conditions or a reference to the location where the documents are available for inspection.
3. After having taken note of the information package the Parent has the possibility of registering with the Proprietor as a party interested in Childcare.

ARTICLE 4 – Registration

1. The Parent registers with the Proprietor as a party interested in Day Nursery or Out-of-School Care for his/her child (children) for a specific period of time by means of a registration form.
2. On the registration form the Parent indicates whether he/she agrees that the offer as intended in article 5 and/or the General Terms and Conditions may be provided to him/her electronically.
3. The Proprietor confirms the receipt of the registration In Writing.
4. The registration terms and conditions of the Proprietor are applicable to the registration.
5. The registration compels neither the Parent nor the Proprietor to conclude an Agreement. The registration should only be qualified as a request of the Parent to the Proprietor to make an offer related to an agreement for the provision of Childcare.
6. After receipt of the registration the Proprietor can immediately make the Parent an offer. It is also possible that the Proprietor places the Parent on a waiting list.
7. When placed on a waiting list the Proprietor informs the Parent accordingly In Writing. As soon as a Parent qualifies for the same based on his/her ranking on the waiting list the Proprietor shall yet make an offer as intended in article 5.

ARTICLE 5 – Offer

1. Following the registration the Proprietor can make the Parent an offer.
2. The offer contains data about the Proprietor, a description of its services, all elements as intended in schedule 1 to these General Terms and Conditions or a reference to the location where the documents are available for inspection, as well as:
 - the (proposed) name and (proposed) date of birth of the child;
 - the available Commencement Date;
 - the available type of care and the available location;
 - the offered services in the area of the individual healthcare provided that the Parent requested this with the registration and the Proprietor disposes of the relevant possibilities;

- the price pertaining to the offer;
 - the payment method and possible additional costs of different payment methods;
 - the cancellation terms and conditions, including the cancellation costs;
 - the term of the Agreement;
 - the applicable notice periods;
 - the reply period with regard to the offer;
 - a reference to the applicability of these General Terms and Conditions;
 - a date.
3. The offer takes place In Writing and is accompanied by the General Terms and Conditions.
4. The offer, for the acceptance of which the Proprietor offers the Parent a reasonable reply period, is irrevocable during the reply period. After lapse of the reply period the offer expires.

ARTICLE 5 - Supplement Bink

- 5.3 The offer is made in the form of a placement agreement in combination with the General Terms and Conditions for Childcare of the *Branchevereniging Maatschappelijke Kinderopvang* (Trade Association Social Childcare) and the Supplementary Conditions of Bink Childcare.
- 5.4 The response period is one week after the date.
- 5.5 The minimum number of care days per week is:
- 2 days at the childcare centre. In exceptional cases, 1 day may be offered (temporarily);
 - 2 half-day sessions at the playgroup, in case of an VVE indication (Early Childhood Education and Care ECEC) 4 half-day sessions;
 - 1 (mid)day at after-school care;
 - 1 hour at pre-school care.

Out-of-school care transport

The out-of-school care hourly rate includes transport from the primary schools in the relevant municipality to the out-of-school care location linked to the school. Bink determines, depending on the local situation, which means of transport is used. If a child attends a primary school outside the municipality, Bink cannot provide transport.

Grouping of childcare locations

During school holidays and/or non-teaching days, your child may be placed together with the other children of the out-of-school care at a cluster out-of-school care location. The out-of-school care location manager will inform you well before the start of a holiday. The attachment 'Overview of holiday clusters' in the parents' portal shows at which out-of-schoolcare location your child may be cared for during holidays and/or non-teaching days.

Free disposable days at the childcare centre

- Depending on the care package, you are entitled to free disposable days. These days are intended for childcare during holidays and non-teaching days (when a minimum of 6 children are registered).
- In exceptional cases, and only if staffing and childcare capacity permit, freely disposable days can be used as extra days during school weeks.



- After the end of the calendar year or (partial) termination of the agreement, the remaining number of free days expires.
- If you (partially) terminate the agreement before the end of the year, the free days will be recalculated. If you have taken too many hours, you will be charged for them.
- Childcare during holidays should be requested up to 4 weeks before the start of short school holidays and up to 8 weeks before the start of the summer holidays via the parents' portal. Cancelling with retention of point credit is possible up to 3 weeks before the start of short school holidays and 6 weeks before the start of summer holidays.

ARTICLE 6 – The Agreement

1. The Agreement is concluded following acceptance by the Parent of the offer made by the Proprietor.
2. The Parent accepts the offer In Writing. The date when the Proprietor receives the acceptance is the Start Date of the Agreement.
3. The Proprietor confirms the receipt of the acceptance In Writing.
4. Within the framework of the Agreement the Proprietor shall be free to give substance to the Childcare at its own discretion.

ARTICLE 6 - Supplement Bink

Right of Withdrawal

After the date on which the agreement is signed, you have 14 days to deliberate and may revoke the agreement without cause or notice. You can do this, for example, by sending an email to planning@binkkinderopvang.nl. If the agreement starts within 14 days of signing, the right of withdrawal does not apply. In that case, the regular cancellation conditions apply.

Contract parent and parental authority

1. The contract is signed by one parent, the so-called 'contract parent'.
2. The contract parent is responsible for the proper and timely payment of the childcare fees.
3. Here we assume the following:
 - a. The contract holder is charged with the authority.
 - b. The contract parent, who is also the custodial parent, has coordinated with the other parent, if both parents are charged with the parental authority. In this case, the contract parent signs on behalf of the other parent and has explicit permission from the other parent to enter into the contract.

ARTICLE 7 – Cancellation

1. The Parent is entitled to cancel the Agreement as from the Start Date up to the Commencement Date.
2. The Parent is liable to pay cancellation costs.
3. The level of the cancellation costs shall never exceed the payment due over the notice period applicable to the Parent as intended in article 10 paragraph 4 under a.

ARTICLE 7 - Supplement Bink

7.1 Your cancellation is valid only after written confirmation of receipt by Bink.

7.2 If the agreement is cancelled, the right to childcare will expire.

7.3 Up to one month before the start date of the agreement, the cancellation costs are:

- € 100.00 at out-of-school care and daycare;
- € 25.00 at playgroup and pre-school care.

From one month before the start date, the cancellation fee is equal to the cost of one month's childcare, as agreed in the placement agreement.

The above also applies to partial cancellation of the agreement (reduction of childcare days or hours). The cancellation costs payable will then be equal to one month's childcare costs for the part of the agreement that is cancelled.

ARTICLE 8 – Placement interview

1. The Proprietor invites the Parent for an interview in a timely fashion prior to the Commencement Date.
2. The following is discussed during this interview:
 - a. the specific data of the Parent and his/her child required for the Childcare, including the necessary Civil Service Number(s);
 - b. the commencement and duration of the settling in period;
 - c. the general or temporary points for attention and particularities for the specific care of the child (daily rhythm, food, sickness, medication, development, and the like);
 - d. the individual wishes of the Parent and that these are, where reasonably possible, taken into account;
 - e. the manner of communication;
 - f. the participation in excursions;
 - g. taking pictures and/or videos of the child;
 - h. the statutory liability of the Parent for damages caused by his/her child. And in addition, in case of Out-of-School Care:
 - i. the elements as intended in schedule 1 to these General Terms and Conditions, paragraph 5 under h.
1. The Proprietor confirms the arrangements agreed on during the placement interview to the Parent In Writing.

ARTICLE 8 - Supplement Bink

8 2.b. Settling in at the group

In accordance with the Childcare Act, settling in at the group is only permitted from the date the contract commences. Bink applies a settling-in period of 1 day at pre-school and after-school care and 4 day(s) at the childcare centre and playgroup. Sometimes several of these settling-in appointments are necessary before a

child will feel safe enough in the group. During the settling-in period, we ask parents to be flexible, to enable them to come with their child or pick him/her up earlier. During the settling-in period, childcare fees are payable in full.

ARTICLE 9 – Term and renewal of the Agreement

1. The Agreement is concluded for the maximum term of the stipulated type of Childcare.
2. The maximum term for Day Nursery runs up to the age that the child starts participating in primary education.
3. The maximum term for Out-of-School Care runs as from the age that the child starts participating in primary education up to the day that the child starts participating in secondary education.
4. In derogation from the provisions set forth in paragraph 1 the Parties can agree on a shorter term of at most one year.
5. After expiry of the Agreement concluded in pursuance of paragraph 4 for a shorter term than the maximum term the Parties can renew the Agreement. Renewal does not take place automatically.
6. A renewal of the Agreement is agreed on In Writing.

ARTICLE 9 - Supplement Bink

9.1 The minimum placement period is three months

ARTICLE 10 – End of the Agreement

1. The Agreement comes to an end by operation of law after lapse of the term included in the Agreement.
2. In addition the Agreement comes to an end following termination (before the end of the term) by one of the Parties.
3. The Proprietor is only authorised to terminate the Agreement on a compelling ground. The following are, in any case, qualified as a compelling ground:
 - a. the situation where the Parent has failed to comply with his/her payment obligation for a period of one month;-
 - b. continuation of situations as intended in article 11 paragraph 2 under a and c;
 - c. the situation as intended in article 11 paragraph 2 under b;
 - d. the circumstance that the Proprietor is, due to a cause that cannot be attributed to the same, lengthily or permanently unable to implement the Agreement;
 - e. a commercial necessity that jeopardises the continuity of the location where the child has been placed.
4. Termination takes place by means of a motivated Written notice of the one to the other Party and
 - a. in consideration of a notice period of one month in case of termination by the Parent;
 - b. in consideration of a reasonable notice period, which shall at least amount to one month, in case of termination by the Proprietor;
 - c. with immediate effect in case of termination by the Proprietor in pursuance of article 10 paragraph 3 under a.
5. During the notice period the payment obligation of the Parent continues.
The notice period takes effect on the date when the Parent or the Proprietor receives the notice of termination. The notice is deemed to have been received on the date of the postmark on the envelop, on the date of the email with which the notice was sent or on the date when the electronic notice was sent, unless the notice contains a different date.

6. Other than as a result of expiry of the stipulated term and other than as a result of notice of termination the Agreement comes to an end with immediate effect in case of the death of the child.

ARTICLE 10 - Supplement Bink

- Each out-of-school care location is linked to one or more primary schools. If your child changes schools or the school location moves to another address, the placement agreement will end.
- A change in the capacity of an out-of-school care location or the number of our out-of-school care locations, due to expansion or contraction, may affect the linking of primary schools to a childcare location.
- If fewer than 6 children make use of the pre-school care during a period of 2 months, Bink will reserve the right to terminate the pre-school agreement. Bink applies a notice period of 2 months.
- The agreement can also be partially terminated (reduction of childcare days or hours) provided the minimum intake within the childcare type is maintained. Full days can only be cancelled in their entirety.
- In deviation from the provisions under 4.a., the agreement for the 40-week flex package and the holiday package can only be terminated as of the 1st and 15th of the month.
- The termination is only valid after written (or e-mail) confirmation of receipt by Bink. After (partial) termination of the placement at an out-of-school care, daycare or playgroup facility, a new placement agreement can only be entered into at the same facility after 3 months or (in the case of partial termination) an extension of the placement agreement.

ARTICLE 11- Accessibility

1. The location where the child has been placed is basically accessible to the child as long as agreement is in place between the Proprietor and the Parent.
2. The Proprietor is entitled to deny the child and/or the Parent access to the location for the duration of the period that normal care of the child can within reason not be expected of the Proprietor and the child cannot be cared for in the usual manner. For instance on account of the fact that:
 - a. the child requires additional care due to sickness or otherwise;
 - b. the child and/or the Parent represent a risk or threat to the mental and/or physical health or safety of others after having been warned, unless a warning can within reason not be expected of the Proprietor;
 - c. the care of the child disproportionately encumbers or hinders normal care of the other children.
3. If the Proprietor denies the child and/or the Parent access to the location then the Proprietor shall enter into discussions with the Parent in order to arrive at a solution for the situation acceptable to all Parties.
4. If the Parent does not agree with the decision of article 11 paragraph 2 to deny access and the discussions with the Proprietor did not result in a solution then he/she can bring this decision to the cognisance of the Disputes Committee with the request to handle the dispute according to the abbreviated procedure within the meaning of the Regulations of the Dispute Committee Childcare.
5. During the abbreviated procedure the Proprietor cannot terminate the place.

ARTICLE 11 - Supplement Bink

Agreement for children with extra care

If, during the placement interview or during the placement period, it becomes apparent that a child requires additional care, Bink reserves the right to add additional provisions to the agreement or dissolve the agreement.

ARTICLE 12 – Mutual obligations

1. The Parties jointly provide for adequate exchange of information about the child.
2. The Parties transfer the responsibility for the child to each other in the following manner:
 - a. In case of Day Nursery: when dropping off the child the Parent is responsible and when picking up the Child the Proprietor until the Parties can within reason assume that the transfer of responsibility took place.
 - b. In case of Out-of-School Care: the way that the child comes to and leaves the Out-of-School Care determines the transfer of responsibility for the child. The Parties agree on Written arrangements about this.

ARTICLE 13 – Obligations of the Proprietor

1. In pursuance of the Agreement the Proprietor is held to provide Childcare on the basis of the stipulated terms and conditions.
2. The Proprietor warrants that:
 - a. The Childcare that falls under its responsibility:
 - corresponds with the applicable legislation and regulations;
 - is performed in accordance with good practices and whilst making use of solid material;
 - b. A Child Centre that falls under its responsibility is suitable for responsible care of children both in terms of personnel and in terms of material facilities. A further regulation of the manner that the Proprietor complies with its obligations as intended in article 13 paragraph 1 is included in schedule 1. This schedule forms an integral part of these General Terms and Conditions.
3. The Proprietor takes the individual wishes of the Parent into account to the extent that this is reasonably possible.

ARTICLE 13 - Supplement Bink

Liability

- Bink is not liable for damage to or loss, missing or theft of property of parents and children, unless there is intent or gross negligence on the part of Bink. In those cases where Bink is liable, the amount of damages will be limited to the amount paid out by Bink's insurer, increased by Bink's deductibles.
- Bink will never be liable for damage caused by the parents' failure to provide information, or information that is incorrect or incomplete, regarding the child's care.
- The above liability provisions do not apply in cases of intent and/or gross negligence on the part of Bink, the burden of proof of which lies with the parent.

- Parents must indemnify Bink for - and safeguard it against - all claims for damages lodged by third parties against Bink in the event of damage caused by the child placed in care on behalf of the parents.

Force majeure

- Bink will not be liable for damage incurred by the parent as a result of non-fulfilment of the placement agreement in the event of force majeure. In these terms and conditions, force majeure will be taken to mean, in addition to what is understood in this respect by law and case law, all external unforeseen causes over which Bink cannot exercise any influence, but as a result of which Bink is unable to fulfil its obligations. Force majeure will in any case include: strike, excessive staff absenteeism, (temporary) staff shortage, fire, operational and technical breakdowns, and extreme weather conditions, closure by order of a government body including the *GGD*.
- In the event of force majeure, Bink will notify immediately. The childcare fees will remain due in full compliance with relevant legislation.

ARTICLE 14 – Obligations of the Parent

1. The Parent already reports particulars of a medical nature or in the development of the child with the registration.
2. The Parent sees to it that the Proprietor disposes of all data that are important to the availability of the Parent.
3. The Parent observes the rules that are applicable in the Child Centre.
4. The Parent refrains from each and every act that encumbers the implementation of the Agreement on the part of the Proprietor and sees to it that his/her child also refrains from the same.
5. The Parent drops off and picks up the child in a timely fashion and provides for compliance with this obligation by those who drop off and pick up the child on his/her behalf.
6. The Proprietor establishes the authority of others than the Parents to pick up the child from the Childcare In Writing, if so requested by the Parent.
7. The Parent pays the Proprietor in conformity with the relevant stipulated arrangements and within the payment term, at least bears responsibility for the same.

ARTICLE 14 - Supplement Bink

Notifying changes in school hours

If your child's school hours change, you should inform us immediately and in advance, so we can adapt your agreement to the new school hours. This also applies when your child transfers from lower to upper school or in case of grade repetition.

Joint and several liability

If a placement order is made on behalf of two or more natural or legal persons, they will be each jointly and severally liable for full compliance with the obligation arising from the agreement.

ARTICLE 15 – Change of the Agreement

1. The Proprietor is entitled to unilaterally change the Agreement for compelling reasons. Compelling reasons are, in any case, changes in legislation and regulations or commercial circumstances that jeopardise the continuity of the location where the child has been placed.
2. Changes of the Agreement are announced by the Proprietor in a timely fashion with a notice that amounts to at least one month.
3. If the change of the Agreement results in an essential change in the Childcare to be provided then the Parent shall be authorised to dissolve the Agreement as from the day that the change takes effect.

ARTICLE 16 – The price and change of the price

1. The price that the Parent needs to pay for the Childcare is stipulated in advance.
2. The Proprietor is authorised to change the stipulated price three months after the Start Date, including an increase. The Proprietor announces this kind of price change in advance. The price change cannot take effect earlier than one calendar month plus one week after the announcement.

ARTICLE 17 – The payment / Late payment

1. The Parent pays on the basis of a Written invoice and at the latest on the payment date specified on the invoice. Possible reliance on a provided security deposit equals payment. The invoice is provided without charge.
2. If a Parent pays to a third party designated by the Proprietor then the Parent shall consequently be released from his/her payment obligation. The designation by the Parent of a third party that must provide for payments shall not affect the liability of the Parent for (timely) payment. Possible payment by a third party on behalf of the Parent shall however release the Parent from his/her payment obligation.
3. Failing complete and timely payment the Parent shall be in default by operation of law.
4. After the expiry of the payment date the Proprietor sends a Written payment reminder and gives the Parent the opportunity to yet pay within 14 days after receipt of this payment reminder. Moreover, the Proprietor warns the Parent in this payment reminder for the cancellation authority of the Proprietor in pursuance of article 10 paragraph 3 under a. This payment reminder must be sent at least 14 days before there is question of said authority.
5. If after the expiry of the time limit specified in the payment reminder payment still did not take place the Proprietor charges interest as from the expiry of the final due date specified in the invoice. The interest equals the statutory interest.
6. Extrajudicial costs incurred by the Proprietor in order to force payment of a debt of the Parent can be charged to the Parent. The level of the extrajudicial collection costs is subject to statutory limitations.
7. A payment shall first be applied to the satisfaction of the payable costs and interest and then to the satisfaction of the oldest outstanding debts.

ARTICLE 17 – Supplement Bink

Payment/delayed payment

- Bink works with average hours per month. This means that Bink charges childcare hours in 12 equal monthly amounts, regardless of the actual number of childcare hours in the month. Parents receive a one-off invoice for this in the first month of placement for the agreed number of days of pre-school care.
- The invoice is sent monthly in the last week before the childcare month. The invoice is based on the actual data on the 15th of the month prior to the invoice month. The invoice must be paid monthly in advance, before the first of the month to which the invoice relates. Modifications and/or changes after the 15th of the month will be invoiced or credited in arrears. The payment term of charged modifications and/or changes is 7 days from the invoice date.
- It is possible to issue a direct debit authorisation. The invoice amount will be automatically debited from the account around the 28th of the month prior to the relevant invoice month.
- Except in exceptional circumstances, to be assessed by Bink, a parent can never claim a refund of childcare fees already paid.
- If an invoice is not paid within the payment term, the parent(s) will be in default by operation of law.
- If no payment has been made within 14 days of sending a payment reminder and/or dun, Bink will be obliged to take collection measures. The extrajudicial costs in that case amount to a maximum of 15% of the claim presented for collection - with a minimum of € 48,40 (including VAT) - and will be borne by the parent(s).

Payment obligation in case of absence

- If a child is absent, the childcare fees remain due in full. If a child is absent from childcare for a longer period (more than 2 months) due to illness or other reasons, Bink will consult with the parent(s) about keeping the childcare place available. There is no right to exchange childcare days.

ARTICLE 18 – Applicable law and competent court

1. Dutch law is applicable to the Agreement.
2. The competent Dutch court is authorised to rule on the Agreement notwithstanding the authority of the Disputes Committee, as intended in article 20, to take cognisance of a dispute as intended in said article.

ARTICLE 19 – Complaints procedure

1. Complaints about the implementation of the Agreement must be submitted to the Proprietor In Writing and in a complete and clearly described manner and in a timely fashion, however at the latest within two months after the Parent has observed or could within reason have observed the shortcomings. The Parent must submit the complaint within a reasonable time limit after he/she has observed or should within reason have observed the shortcoming in the performance, in the course of which a complaint within a time limit of two months after discovery is deemed to have been submitted in a timely fashion.



2. The Proprietor handles the complaint in accordance with the internal complaints procedure. When preparing or changing this procedure the Parent Committee is entitled to issue its opinion in conformity with the provisions set forth in the Dutch Childcare Act.
3. If the complaint cannot be solved amicably then a dispute occurs that is susceptible to the dispute settlement rules of article 20.

ARTICLE 20 – Dispute settlement rules and statutory complaints regulations for Childcare

1. Disputes between the Parent and the Proprietor about the conclusion or the implementation of the Agreement can be brought to the cognisance of the Disputes Committee Childcare, in The Hague (www.sgc.nl), either by the Parent or by the Proprietor.
2. Disputes that are related to death, bodily harm or sickness are excluded from deliberation by the Disputes Committee. If bodily harm or sickness is demonstrably the result of the mode of action or the negligence of the Proprietor then a dispute about the consequences thereof in relation to these General Terms and Conditions (e.g. an obligation to continue payment) shall be admissible; the bodily harm shall not. With regard to bodily harm the route to the court is available.
3. A dispute is only handled by the Disputes Committee if the Parent has first submitted his/her complaint to the Proprietor.
4. At the latest three months after a complaint has turned into a dispute (reference is made to article 19 paragraph 3) the dispute needs to be brought to the cognisance to the Disputes Committee.
5. If a Parent brings a dispute to the cognisance of the Disputes Committee the Proprietor shall be bound by this choice. If the Proprietor intends to bring a dispute to the cognisance of the Disputes Committee, it must first request the Parent In Writing to express him-/herself within five weeks as to whether he/she agrees with the same. In this respect the Proprietor must announce that after the expiry of the aforementioned time limit it shall be free to bring the dispute to the cognisance of the court.
6. The Disputes Committee rules in consideration of the provisions set forth in the regulations applicable to the same. The regulations of the Disputes Committee are, if so requested, forwarded. A fee is payable for the handling of a dispute. The decisions of the Disputes Committee are given by binding third-party ruling. The route to the court is available for marginal assessment of this binding third-party ruling.
7. Only the court or the aforementioned Disputes Committee is authorised to take cognisance of disputes.
8. If so desired by the Parent, he/she can submit a complaint to a complaints committee in accordance with the statutory complaints regulations for childcare.
In that case it is not required, in derogation from article 20 paragraph 3, that the complaint is first submitted to the Proprietor.

ARTICLE 21 – Compliance warranty

1. The Association for the Childcare Sector in the Netherlands warrants, according to the further regulation compliance warranty (schedule 2), the compliance with the binding third-party rulings of the Disputes Committee Childcare that are related to disputes with a Proprietor affiliated with the same, unless the latter brings said third-party ruling to the cognisance of the court within two months after despatch of the same and the ruling, in pursuance of which the court declares the binding third-party ruling, to be non-binding, has become final and conclusive.
2. This compliance warranty of the Association for the Childcare Sector in the Netherlands is only applicable to rulings vis-à-vis its members.

ARTICLE 22 – Supplements

Individual supplements to or expansions of these General Terms and Conditions must be stipulated In Writing between the Proprietor and the Parent.

Schedule 1

Further regulation of the obligations of the Proprietor pursuant to article 13 of the General Terms and Conditions for Childcare, Day Nursery and Out-of-School Care 2014.

The Proprietor complies with its obligations outlined in article 13 paragraph 2 by, inter alia, seeing to it that the undertaking disposes of:

1. a pedagogic policy plan that outlines the typical manner of handling children and their parents;
2. regulations / documents that reflect the policy with regard to hygiene, safety, child abuse, medical actions, sickness and privacy;
3. regulations that regulate the functioning of the Parent Committee;
4. regulations that regulate the complaints procedure;
5. an overview of, or information about, the following elements of the Childcare:
 - a. type of care, possibilities of flexible care and possible additional services;
 - b. information about the group, the ratio between group leaders and the number of children per age category, and the available space;
 - c. exchange of information, form and frequency, including the number of parent meetings that basically take place per year;
 - d. the food to be provided;
 - e. possibilities of agreeing on specific arrangements about development, care and food;
 - f. opening hours and days and possible compulsory minimum purchase;
 - g. the hours when the children are received and leave the centre;
 - h. in case of Out-of-School Care:
 - the possibilities of participating in external activities, e.g. in the area of sports or music;
 - the possibilities of bridging the distance between school and Child Centre or school and external activity, e.g. the type of transport, whether or not under supervision;
 - the possibilities of bridging the distance between Child Centre and home, or external activity and home, e.g. whether or not going home independently;
 - the care during holidays and additional school days off;
 - i. the placement procedure;
 - j. the nature and scope of the settling in period;
 - k. possible regulations in which the standing orders of the Child Centre are established;
 - l. the applicable price;
 - m. the payment method and possible additional costs in case of different payment methods;
 - n. the cancellation terms and conditions, including the cancellation costs;
 - o. the registration terms and conditions, including the registration costs;
 - p. the applicable notice periods.