



## Additional terms and conditions before-school care (vso) municipality Hilversum, hereinafter referred to as Bink

### *Addendum to ARTICLE 5 – Offer*

#### **Offer and response term**

The offer is made in the form of a placement agreement. This agreement must be returned to Bink within 2 weeks after the date of signature. If Bink does not get any response, the offer will expire.

#### **Opening hours**

During term weeks, the before-school care facilities are open from 7:30 until the scheduled starting time of the primary school. Bink applies the holiday schedule of the municipality for primary education. If there is sufficient interest, the before-school care facility will also be open on school closing days and during the holidays. These hours will be extra charged.

#### **Minimum purchase**

There is a minimum purchase of 1 hour per school week. This does not apply when using a before-school care *strippenkaart*.

#### **Link with primary schools**

Bink offers before-school care for a limited amount of schools at their out-of-school care location. Every out-of-school facility is linked to one or more primary schools. If your child changes schools, or the school moves to another address, the placement agreement will terminate. A change in capacity at an out-of-school care location, or in an increase or decrease in the number of total out-of-school locations, may have an effect on the pairing of schools with out-of-school care locations. In case of a change in pairing of a school to an out-of-school location, Bink reserves the right to change a child's out-of-school care location.

#### **Transportation**

Bink provides transportation from the before-school care facility to the linked schools. The costs of this transportation are included in the hourly rate.

#### **Before-school care flex package**

This package is intended for parents who require before-school care on variable schooldays during term weeks. The before-school care is scheduled every two weeks. Desired days must be requested at least two weeks in advance via Mijn Bink. The requested days can only be guaranteed if the request has actually been made and approved by Bink two weeks before the requested care date.

#### **Before-school prepaid card**

The prepaid card is intended for parents who occasionally

require before-school care. The prepaid card entitles you to a pre-agreed number of days that can be used for before-school care with a minimum of 10 days. The desired days must be requested at least two weeks in advance via Mijn Bink. The requested days can only be guaranteed if the request has actually been made and approved by Bink two weeks before the requested care date.

#### **Food and drink**

Food is not included. If the children have not yet had their breakfast at home, they will be allowed to eat their breakfast at the before-school care facility. Drinks will be served by Bink.

### *Addendum to ARTICLE 7 – Cancellation*

#### **Cancellation**

The agreement can be cancelled in writing or by e-mail until the date on which the child's placement starts.

The cancellation is only valid once Bink has issued a written (or e-mail) confirmation of receipt. The official cancellation date is the date when Bink received the written (or e-mail) cancellation.

#### **Cancellation costs**

The cancellation costs are € 20.

### *Addendum to ARTICLE 8 – Placement interview*

#### **Introductory meeting**

About one month before the agreement enters into force, an introductory meeting will be held. During this meeting, the educational work plan will be handed out. The manager will also provide information on the before-school care and its facility and questions will be answered and expectations discussed. The child is present during the introductory meeting and, in this way, gets to know the mentor and can take a look at the basic group he or she will be placed in.

#### **Familiarisation with before-school care**

The settling-in period follows after making acquaintance during the introductory interview. In accordance with the Childcare Act, settling in at the basic group is only permitted from the date on which the contract takes effect. Sometimes several settling-in periods are needed before a child feels safe enough to be at the before-school facility independently. Parents and staff work together to determine what is necessary for the child. During the settling-in period, parents are expected to be available to accompany their child or to pick him/her up earlier.



#### *Addendum to ARTICLE 10 – End of the Agreement*

##### **(Partial) cancellation of the agreement**

The before-school care agreement can be terminated by the parent(s) respecting a notice period of one month. This also applies to partial cancellation (reduction of before-school care).

Should there be less than six children attending the before-school care, Bink reserves the right, with a minimum cancellation period of two months, to terminate the agreement.

#### *Addition to ARTICLE 11 – Accessibility*

##### **Children requiring additional care**

A child will visit the before-school care facility at least once, together with a parent. If it becomes apparent during the introductory meeting – or during the placement period – that a child requires additional care, Bink reserves the right to add additional conditions to the agreement or to terminate the agreement.

##### **Children who have not been (completely) vaccinated**

Bink assumes that children have been vaccinated in accordance with the National vaccination program. If this is not the case, Bink reserves the right to terminate the agreement immediately.

#### *Addendum to ARTICLE 13 – Obligations of the Proprietor*

##### **Liability**

Bink is not liable for damage to or disappearance, loss or theft of property of parents and children, except in the case of intent or gross negligence on the part of Bink. In those cases in which Bink is liable, the amount of the loss shall be limited to the amount paid out by Bink's insurer, increased by Bink's own risk.

Bink is in no way liable for damage caused by the parents not providing or providing incorrect or incomplete information in relation to (the care of) the child.

The liability conditions listed above do not apply in the event of intent and/or gross negligence on the part of Bink, where the parent is responsible for providing proof.

Parents must indemnify — and hold harmless against — Bink for all claims for compensation brought by third parties against Bink in the event of damage caused by the child cared for on their behalf.

##### **Force majeure**

Bink is not liable in the event of force majeure. In these terms and conditions, in addition to what is understood by it in law and case law, force majeure is understood to mean any external unforeseen circumstances upon which Bink is unable to exert influence, but as a result of which Bink is unable to fulfil its obligations. Force majeure includes in any case: strike, excessive sickness-related absences of staff, a (temporary) shortage of staff, fire, operating and technical faults, and extreme weather conditions. Operating faults resulting from force majeure release Bink from having to fulfil its implementation obligation, without parents having to lay claim to any reimbursement of costs, damages or interest.

#### *Addendum to ARTICLE 13 – Obligations of the Parent*

##### **Inform about changing school times**

If your child's primary school times change, please inform us immediately, so that we can attend your agreement in line with the new school times. This also applies when your child passes from elementary to secondary school.

##### **Other conditions**

If an order for placement is given on behalf of two or more natural persons or legal entities, each party is severally liable for complete fulfilment of the obligation ensuing from the agreement.

#### *Addendum to ARTICLE 17 – The payment/late payment*

##### **Payment/late payment**

Bink works with average hours per month. This means that the annual rate is charged in twelve equal monthly amounts, irrespective of the actual number of care hours in that month.

The invoice is sent every month during the last week before the care month. The invoice is based upon the actual data on the 15th day of the month prior to the invoicing month. The invoice must be paid in advance each month and before the 1st day of the month to which the invoice relates. Amendments and/or changes made after the 15th day of the month will be invoiced or credited afterwards. Any amendments and/or changes made must be paid for within seven days from the date on the invoice.

It is possible to issue a direct debit authorization. The amount that appears on the invoice will be deducted automatically from your bill on the 28th day of the month before the invoicing month in question.

Apart from exceptional circumstances, to be judged by Bink, a parent may not claim repayment of care costs already paid.



If an invoice has not been paid by the payment deadline, the parent(s) is/are legally in default. If no payment has been made within 14 days, even after a reminder and/or demand has been sent, Bink will be forced to take recovery measures. In that case, the extrajudicial costs will be at least 15% of the demand for collection — with a minimum of € 48.40 — and is to be paid by the parent(s).

**Payment obligation in case of absence**

If a child is absent, childcare costs will continue to be fully payable. If a child is absent from the childcare for an extended period (over two months) due to illness or other causes, Bink will consult with the parent(s) on keeping the childcare place available. One is not entitled to exchanging childcare days.