



## Additional terms and conditions daycare Soest and Huis ter Heide, Bink kinderopvang bv, hereinafter referred to as Bink

### *Addition 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.

#### **Minimum daycare placement**

The minimum daycare placement is one day per week. In order to ensure group stability, Bink offers a limited of one-day placements. Half-day daycare is no longer possible. The minimum placement period is 3 months.

#### **Opening times of children's day care centres**

The children's day care centres are open from 7.30 a.m. to 6.30 p.m., with the exception of the day care centre Klein Vliegdoorp, which is open from 7.00 a.m. to 6.30 p.m. The care facilities are closed on national public holidays. In accidental cases, the care facilities may close a little earlier on days around public holidays.

#### **Flexible care**

- A minimum purchase of 180 hours per quarter applies for this agreement. These hours can be taken within the applicable opening hours.
- The flexible care is scheduled in every two weeks, in thirty-minute blocks with a minimum take-up of five hours per day. The required hours must be requested at least two weeks before the date upon which the new schedule starts. When the new schedule will start is stated at the location. The requested hours can only be guaranteed if the request has actually been submitted to the relevant location in writing two weeks before the new schedule starts. The specified hours, following approval from the branch manager, are fixed and are deducted from the care hours. This also applies if a child is sick, arrives too late or is picked-up earlier. The number of care hours is calculated from the time the child is dropped off to the time the child is collected, in units of 30 minutes.
- Invoicing takes place in 12 equal terms per year. Upon termination of the agreement, the actual decrease in values over the past few months will be calculated. If the hours in the agreement have not been fully taken, you will no longer be entitled to these hours. A charge will be made if too many hours have been taken.

### *Addition to ARTICLE 7 – Cancellation*

#### **Cancellation (before the agreement enters into force)**

The agreement can be cancelled in writing or by e-mail until the date on which the child's placement starts, subject to the following:

- Up to one month before the agreement enters into force, the cancellation costs will be € 100.00 per placement agreement.
- From one month before the agreement enters into force, the cancellation costs will equal the costs of one month of childcare, as agreed in the placement agreement.
- The above condition also applies in the event of partial cancellation of the agreement (reduction in care days or hours), provided the remaining placement is for a minimum of two full days per week, in which case the cancellation costs due are equal to one month of childcare costs for the part of the agreement being cancelled.
- The parents will receive a written (or e-mail) confirmation of the cancellation. The official cancellation date is the date when Bink receives the written cancellation. If the child's place is cancelled, he or she will no longer be entitled to receive care.
- If you cancel a temporary place, you must pay € 50.00 in administration costs per agreement.

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

#### **Introduction meeting**

About one month before the agreement enters into force, an introductory meeting will be held at the children's day care centre. During this meeting, the educational work plan will be handed out. The manager will also provide information on the children's day care centre and questions will be answered and expectations discussed.

#### **Familiarization with the children's day care centre**

Bink adopts a four-day familiarization period at its children's day-care centres. The familiarization days fall after the agreement's start date. Pick-up times are earlier than usual on these days. During these familiarization days, the parent must be available to accompany the child.



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

##### **Duration/termination of agreement and notice**

- The agreement may be terminated on any working day of the month by one of the parties in accordance with a notice period of one month. This is also applicable in case of partial termination (reduction of childcare days or hours).
- Partial termination is possible per reduced care day, provided that the size of the remaining place is at least two days (or – depending on availability and in consultation – one entire day). A whole day can only be terminated in its entirety.
- Notice must be given to Bink in writing or by e-mail. The notice is only valid once you have received a confirmation of receipt from Bink.
- After (partial) termination of the place at a day care centre, an (extension) agreement at the same day care centre can only be entered again after 3 months (depending on availability).
- Bink can only terminate the agreement in writing or by e-mail to the parent in accordance with Article 10 of the General Terms and Conditions.

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

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

If it becomes apparent during the introductory meeting or during the period of placement 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.

#### *Addition 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 behalf of the parent(s).

##### **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.
- In the event of force majeure, Bink will notify affected parties immediately. Childcare costs will continue to be payable in full in accordance with relevant legislation.

#### *Addition to ARTICLE 14 – Obligations of the Parent*

##### **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.

#### *Addition to ARTICLE 17 – The payment / Late payment*

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

- Bink works with average hours per months. This means that the 52 day care weeks are charged in 12 equal monthly amounts per 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 7 days from the date on the invoice.
- You can choose for the direct debit. 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.
- Except in 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 7 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 total billed amount — with a minimum of € 48.40 — and will be payable 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.