



## **Additional terms and conditions out-of-school care (bso) facilities municipality Soest (except Soesterberg) Bink Soest bv, 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**

The out-of-school facilities are open after school hours, in accordance with the school timetables of the primary schools, until 18.30. During school holidays, opening hours are from 7:30 to 18:30. Bink uses the holiday roster for primary education of the municipality in question. The facility is closed on national public holidays. During holidays, out-of-school care facilities may be merged.

### **Link with primary schools**

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 of the primary schools located in Soest (with the exception of special education) to the out-of-school care facility. Depending on the chosen care package, additional costs are incurred. If your child goes to a primary school outside Soest, Bink cannot take care of the transportation.

### **All-in-one package with discretionary days**

The all-in-one package offers care during school weeks with 10 discretionary days (105 hours) per calendar year for each fixed care day. These days can be used during holiday periods, on teachers' training days (provided at least 6 children are scheduled to attend and even as an additional day during term time, if staffing levels permit. At the end of the calendar year and once the agreement has ended, any additional days that have not been taken will be withdrawn. If you (partially) terminate the agreement before the end of the year, the additional days will be recalculated. If you have used too many hours, then these will be charged. Also see regulation: duration/termination of agreement and notice.

### **School week package**

The school week package is intended for parents who require childcare for 40 school weeks per year. This type of care includes two care days that can be taken at any time for each fixed care day per year. These days can be used during holiday periods, on teachers' training days provided at least 6 children are registered to attend, and even as an additional day during term time, if staffing levels permit. At the end of the calendar year and once the agreement has terminated remaining care days that have not been taken will be withdrawn.

Invoicing will take 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 you used fewer school weeks than what was charged, you will receive a refund of the overpaid childcare hours. If you used more school weeks, then these additional hours will be charged.

The school week package can be combined with the holiday package.

The day care costs of the school week package exclude costs for bus or taxi transport from school to the out-of-school facility. If bus or taxi transport is desired, these costs will be charged separately.

### **40 weeks' flex package**

The 40 weeks' flex package is intended solely for parents who require childcare on variable afternoons each week during term time. The same care afternoons cannot be taken for a period exceeding four weeks, unless the manager has given prior consent.

A minimum of 2 and a maximum of 4 afternoons can be taken per week. For every flexible afternoon, an average of 4.5 care hours will be charged, regardless the actual number of care hours. If there is room at the facility, these care hours can also be used for care during teachers' training days. Care days that have not been taken will expire at the end of the calendar year.

Upon termination of the agreement, the care hours will be recalculated. The remaining number of hours will expire.

If the number of care hours taken is exceeded, the extra hours will be charged. Flexible afternoons are scheduled in every two weeks. Desired afternoons must be requested at least two weeks in advance via Mijn Bink. The requested afternoons can only be guaranteed if the request has actually been made and approved by Bink two weeks before the requested care date.



If the flexible afternoons have not been taken on variable days, Bink reserves the right to transfer the child/the children to a regular after-school care facility.

**Holiday package**

The agreement for holiday care commences when the agreement enters into force up to and including 31 December of the same calendar year. Every year, the agreement will automatically be extended for a year, unless it is cancelled in writing before 1 December. Also see regulation: duration / termination of agreement and notice.

A minimum take-up of ten care days (110 hours) per year applies.

The holiday package can be taken in part days:

- 7.30 a.m. till 1 p.m. is 5.5 hours
- 12.30 p.m. till 6.30 p.m. is 6 hours
- 7.30 a.m. till 6.30 p.m. is 11 hours

Provided that the capacity and occupancy permit, you can make use of care on teachers' training days. Care days not taken will be withdrawn at the end of the calendar year. The holiday package is invoiced in 12 months.

**Requesting vacation or discretionary days**

Day care during the holidays should be requested 4 weeks before the short school holidays and 8 weeks before the summer holidays.

*Addendum to ARTICLE 7 – Cancellation*

**Cancellation**

The agreement can be cancelled in writing or by e-mail until the date upon which the child's place commences. 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. If the child's place is cancelled, he or she will no longer be entitled to receive care.

Holiday days and discretionary days must be cancelled at least 3 weeks prior to the start of a short holiday, and at least 6 prior to the start of the Summer holiday.

**Cancellation costs for out-of-school care (with the exception of all forms of flexible out-of-school care, holiday care and temporary places)**

Up to one month before the agreement enters into force, the cancellation costs will be € 50.00 per placement agreement. From one month before the agreement enters into force, the cancellation costs will equal the costs of one month of child-care, as agreed in the agreement. The above condition also applies in the event of partial cancellation of the agreement (reduction in care days or

hours), in which case the cancellation costs due are equal to one month' childcare costs for the part of the agreement that is cancelled.

**Cancellation costs temporary place**

If you cancel a temporary place, you must pay €50.00 in administration costs per agreement.

**Cancellation costs 40 weeks' flex package**

Cancellation costs for flexible childcare during term time		
Afternoons	Up to 1 month before the agreement enters into force	From 1 month before the agreement enters into force
4	€ 50.00	€ 640.00
3	€ 50.00	€ 480.00
2	€ 50.00	€ 320.00
1	€ 50.00	€ 170.00

**Cancellation costs holiday package**

Cancellation costs for flexible childcare during school holidays		
	Up to 1 month before the agreement enters into force	From 1 month before the agreement enters into force
Up to and including 10 care days	€ 25.00	€ 80.00
More than 10 care days	€ 50.00	€ 150.00

*Addendum to ARTICLE 8 – Placement interview*

**Introduction 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 out-of-school care and questions will be answered and expectations discussed.

**Familiarisation with the out-of-school care**

A child will visit his own core group at least once, together with a parent in order to familiarise himself with the group. This familiarisation appointment coincides with the introductory meeting. Sometimes several familiarisation appointments may be required before a child feels secure enough to attend the out-of-school care independently.



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

##### **(Partial) termination of agreement**

Either party may terminate the agreement early subject to a one-month notice period. This also applies in the event of partial cancellation (reduction of care days or hours).

The agreements for the 40 weeks' flex package and the holiday package can be terminated by the 1st and 15th of the month. The all-in-one package can be terminated on any day of the month.

Notice must be given to Bink's main office in writing or by e-mail. The notice is only valid once you have received a written (or e-mail) confirmation of receipt from Bink. After termination of the child's place at the child's out-of-school facility, a placement agreement for the same location may only be made 3 months later. In case of partial termination an extension of the placement takes place.

#### *Addendum to ARTICLE 11 – Accessibility*

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

If it becomes apparent during the introductory meeting or 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.

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

##### **Liability**

- Bink is never liable for damage caused to or loss / misplacement / theft of parents' or children's possessions, of whatever nature and by whatever cause, in so far as this damage is not covered by Bink's liability insurance.
- 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.

- 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.

#### *Addendum to ARTICLE 14 – Obligation of the Parent*

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

If your child's primary school times change, please inform us immediately, so that we can amend 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 illness**

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.