



Additional terms and conditions for playgroups Bink, hereafter referred to as Bink

Addendum to ARTICLE 5 - Offer

Opening hours

A playgroup placement consists of 2 partial days per week of 4 hours per day for a period of 40 weeks. The minimum placement period is 3 months.

Extension of opening hours based on a VVE indication "Vroeg- en voorschoolse educatie (VVE)"

If you have received a VVE indication from your consultation office, you may request a VVE indication placement. In this case, you have the right to extend your placement for two additional partial days, provided placement is available. The 2 additional partial day placements are for 4 hours each during 40 school weeks per year. Costs for the two additional partial days will be covered by the municipality.

Holidays and closing days

The playgroups are closed during all official government-established school holidays and on official national holidays.

Addendum to ARTICLE 7 - Cancellation

Cancellation

It is possible to terminate an agreement up to the placement's starting date. All cancellations must be submitted in writing. Cancellation charges are dependent on the time of cancellation. All cancellations are confirmed in writing. The valid cancellation date corresponds to the date that the written request to terminate an agreement is received by Bink. Cancellation automatically terminates any right to daycare.

Cancellation costs

Amount	Situation
Does not apply	Cancellation longer than a month prior to placement starting date.
€ 20.00	Cancellation between two weeks and one month prior to placement starting date
€ 35.00	Cancellation on or within 2 weeks prior to placement starting date

Addendum to ARTICLE 8 - Placement consultation

The placement consultation

The consultation takes place during the first day of placement. You will receive information about daily activities, you will have the opportunity to exchange general information

about your child. In order to give your child a good welcome, we will be expecting you and your child to arrive one half hour later on their first day.

Addendum to ARTICLE 10 - Termination of agreement

Termination of agreement

The agreement will automatically terminate on your child's fourth birthday. Should you wish to terminate your child's agreement prior to his or her fourth birthday, you may do so by submitting your request in writing to Bink's head office up to one month prior to the placement's termination date.

Cancellation

Our cancellation period is one month. It is not possible to cancel only part of the agreement.

Addendum to ARTICLE 11 - Accessibility

Agreement for children with special needs

If, during an introductory placement appointment or during the period of placement, it is determined that a child has special needs, Bink reserves the right to incorporate additional conditions within the agreement or to terminate the agreement.

Children who are not (fully) vaccinated

Bink assumes that all children have been vaccinated according to the governmental vaccination program. Should this not be the case, Bink reserves the right to immediately (temporarily) terminate the agreement.

Addendum to ARTICLE 13 - Liability

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 disasters caused by the contracting party not providing or providing incorrect or incomplete information in relation to (the care of) the child.
- The above stated restrictions do not apply in the event of serious culpability or gross negligence by Bink whereupon the proof rests entirely on the parent.
- The contracting party 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 his behalf.



Force majeure

- Bink is not liable for any events and consequences caused by Force Majeure. Operating faults resulting from force majeure include, in addition to those already defined by law and jurisprudence, any and all unexpected external events, which cannot be influenced by Bink, preventing Bink from honoring its commitments. Included in Force Majeure are: strikes, excessive absence of staff members due to illness, and (temporary) shortage of personnel, fire, business and technical malfunctions, and extreme weather conditions.
- Operating faults resulting from force majeure release Bink from having to fulfil its implementation obligation, without the contracting party having the right to lay claim to any reimbursement of costs, damages or interest.
- In the event of force majeure, Bink will immediately notify the contracting party. All charges for childcare remain valid and applicable according to applicable laws and regulations.

Addendum to ARTICLE 14 – Parental obligations

Liability

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

Addendum to ARTICLE 17 – Payment, late payment

Payment/Late Payment

- The annual charges are divided into 12 equal monthly amounts. The monthly invoice must be paid in full prior to the 1st day of the month being invoiced. The invoice is based upon the actual data on the 15th day of the month prior to the invoiced month.
- All of the closing days have been taken into account and incorporated in the 12 equal monthly invoices. In the event of changes or cancellation, the invoice will be recalculated on a pro-rata basis.
- Any amendments and/or changes taking place after the 15th of the month will be invoiced or credited afterwards. Any amendments and/or changes made must be paid for within 7 days from the invoice date.
- You have the option to choose to issue a direct debit authorization. The invoice will automatically be deducted from the account on the 28th of the month prior to the relevant billing month. Except under extraordinary circumstances, to be judged by Bink, a parent/guardian may never claim a refund of previously paid childcare costs.
- If a payment has not been made by the set payment deadline, the contracting party is legally in default. If an invoice has not been paid within 7 days, even after a reminder and/or demand has been sent, Bink will be

forced to take recovery measures. The extrajudicial costs will amount to at least 15% of the demand for collection – with a minimum of € 48.50 – and will be payable by the contracting party.

Payment in case of absence

In case of absence of a child due to illness, all daycare costs must be paid in full. In case of prolonged absence (longer than two months) due to illness or other cause, the possibility to keep the placement available will be discussed with the contracting party. One is not entitled to exchanging childcare days.

Additional terms and conditions Playgroups (psz) Bink, January 2022