



## **SUPPLEMENTARY PROVISIONS FOR CHILDCARE AT HET STEIGERTJE**

Kinderopvang Het Steigertje B.V. (hereinafter referred to as Het Steigertje) applies the General Terms and Conditions for Childcare (Day Care and Out-of-School Care) of the Association for the Childcare sector [Brancheorganisatie Kinderopvang]. In addition, Het Steigertje has drawn up the following supplementary provisions, in which a number of articles from the General Terms and Conditions for Childcare operated by the Association for the Childcare sector are elaborated in terms more specific to Het Steigertje.

### **Applicability**

All placements at and/or placement agreements with Het Steigertje are subject to the General Terms and Conditions for Childcare (Day Care and Out-of-School Care) of the Association for the Childcare sector as well as these supplementary provisions.

### **The parent**

Parent is defined as follows in these Supplementary Provisions: The relative by blood or marriage in the ascending line or the foster parent of the child to whom the childcare relates.

### **Website**

The website at [www.steigertje.nl](http://www.steigertje.nl) contains all the relevant information about the services provided by Het Steigertje.

### **Privacy**

Childcare Het Steigertje works in accordance with the AVG (General Data Protection Regulation) as successor of the Personal Data Protection Act and thus follows the Dutch Data Protection Authority.

### **Amendment and termination of the agreement**

The parent may cancel a child's place in part or in full by writing to the Planning and Placement department [afdeling Planning en Plaatsing] ([info@steigertje.nl](mailto:info@steigertje.nl)), giving one month's notice. The parent will receive written confirmation of this cancellation from Het Steigertje.

The placement with the Day-Care Centre will end automatically when the child reaches the age of four. The day before the child turns four years of age will be regarded as the last day of childcare. The placement with the Day-Care Centre may be continued after the child's fourth birthday if the child has yet to start primary school. The placement with the Out-of-School Care Centre will end automatically when the child reaches the age of twelve. The day before the child turns twelve years of age will be regarded as the last day of childcare. The placement with the Out-of-School Care Centre may be continued after the child's twelfth birthday if the child has yet to attend secondary school at that moment.

If the parent wishes to extend/amend the childcare, Het Steigertje advises that the parent submit an application for extension/amendment of the agreement in good time. The extension/amendment may be confirmed by Het Steigertje if Het Steigertje actually has a place available.



### **Rescission**

From the moment that the agreement is signed until the moment that it takes effect, the parent will be entitled to rescind it in writing. The parent will have to pay rescission costs for this amounting to 25% of the invoice amount for the first full month of childcare. If the parent rescinds the agreement at least one month prior to the effective date of the agreement, he or she will not be charged any rescission costs.

### **Closing days**

The Day Care en Out-of-School Care centres are open every week of the year and closed only on public holidays as specified in the Collective Labour Agreement for the Childcare Sector [CAO Kinderopvang]. The rates are based on care for 52 weeks a year. Day Care and Toddler Care at the location Nieuwstraat is open 40 weeks a year. The centres close early at 5 p.m. on three days of the year, namely 5, 24 and 31 December. Het Steigertje reserves the right to close the centres for one day each year for a staff study day.

### **Penalties for not collecting the child on time**

When a child is collected after the contractually agreed times, the parent will receive a verbal warning. The next time that a child is collected later than contractually agreed the parent will receive a written warning that the third time being late will result in a fine of € 50.00 for the first half hour or part of a half hour that the child is collected late and € 150.00 for every subsequent (part of a) half hour that the child is collected late. This will not apply in the event of demonstrable force majeure (to be assessed by the Executive Board).

If, thereafter, a parent who has been provided with a proof of placement persists in not complying with the opening times of Het Steigertje, Het Steigertje will be entitled to terminate the placement agreement in writing with immediate effect, as a result of which the care of the child concerned will also end immediately without Het Steigertje thereby becoming liable for any loss that the parent may suffer as a consequence of no longer being able to leave that child in Het Steigertje's care and without Het Steigertje being responsible any longer for the care of said child. In addition to the fine, the parent will owe Het Steigertje, as a minimum, the fee for one contract month of care as compensation for past or future loss, whereby Het Steigertje will apply the regular notice period as a basis for limiting the loss.

### **Payment method**

Invoiced sums will be collected from the parent automatically on around the first day of every month prior to the start of the corresponding childcare period. Payment must be issued without any deduction, discount, suspension or set-off. If the parent reverses an instruction to pay the invoice amount, Het Steigertje reserves the right to charge the Parent €20 for every reversal.

### **Late payment**

Het Steigertje has an internal recovery procedure for payments due. Upon request, the parent may inspect and/or request a copy of this procedure at the Service Bureau.

If the parent does not pay the invoice on time, Het Steigertje will send a reminder, a first demand and a final demand. For the cost of issuing reminders and demands, Het Steigertje refers the parent to the in-house procedure for collecting payments owed. If invoices have still not been paid after the deadline in the final demand expires, Het Steigertje will transfer the claim to the collection agency for collection. The associated costs will be payable by the parent and will be charged to the parent by the collection agency. For calculation of the collection costs, Het Steigertje refers the parent to the current 'Statutory Extrajudicial Collection Costs Decree' [Wettelijk besluit vergoeding voor buitengerechtelijke incassokosten]. Corresponding VAT will be added to the extrajudicial costs.



**Liability of service provider and parent**

Het Steigertje has taken out liability insurance for itself and for its staff, including trainees, as well as for the children in its care. It has also taken out collective accident insurance in the same manner. These policies are available for inspection. Any liability on the part of Het Steigertje for the care of children is limited to the amount that will be paid out under aforementioned liability insurance of Het Steigertje in the corresponding situation.

**Amendment**

Het Steigertje has the right to amend these supplementary provisions in connection with changes to statutory provisions, new official regulations concerning the care of children or changes to (working) conditions at Het Steigertje. The terms and conditions thus amended will take effect from the moment that Het Steigertje notifies the parent.

