



KINDERDAGVERBLIJF

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General terms and conditions for Childcare

Note: this is a translation of the Dutch version. The original version is leading by mistranslations.

Version 2025

ARTICLE 1 – Definitions

In these General Terms and Conditions:

Start date: The date agreed in the Agreement on which the Childcare begins.

After-school care: Childcare provided by a Children's Center for children in the

Age that they can go to primary education, where care is provided

Before or after daily school hours, as well as during days off or afternoons and

During the school holidays.

Day care: Childcare provided by a Children's Center for children up to the age

On which they follow primary education.

Disputes Committee: The Childcare Disputes Committee.

Effective date: The date on which the Agreement is entered into.

Children's center: A facility where childcare takes place (other than childminder care).

Childcare: Entrepreneur: The business or otherwise not to care, educate and contribute to the

Development of children until the first day of the month in which it continued

Education for the children begins.

Natural or legal person who operates a Children's Center.

Parent: Parent committee: Agreement: The blood or relative in the ascending line or foster parent or caregiver of the child

To whom the Childcare relates.

Advisory and consultative body established by the Entrepreneur, consisting of a

Representation of parents whose children are in the Children's Centre

Caught.

The Childcare agreement between the Parent and the Entrepreneur.

Parties: Written: The Entrepreneur and the Parent.

Written is also understood as 'electronic', unless the law counters it

Resistance.

Version 2025ARTICLE 2 – Applicability

1. These General Terms and Conditions apply to the Agreement between the Entrepreneur and

The Elder.

ARTICLE 3 – Cancellation and withdrawal

1. In any case, the Parent has the right to cancel the Agreement under the following

2. conditions:

A. The Parent may cancel the Agreement from the Effective Date to the

Start date.

B. In the event that the Parent cancels less than one month before the Start Date,
Charge the Entrepreneur a cancellation fee up to a maximum of the amount that the
Parent is due for a month of childcare.

C In the event that the Parent cancels more than one month before the Start Date,
The Parent owes compensation to the Entrepreneur for costs that the
Entrepreneur has already actually made for the execution of the Agreement.

In the event that the Agreement has been concluded at a distance (for example via the internet
Or mail), the Parent has the right of withdrawal under the following conditions:

A. The Parent may dissolve the Agreement free of charge, without giving reasons
Within fourteen days after the day on which the Agreement is concluded. This will be it
Called the right of withdrawal.

B. If the dissolution takes place before the Start Date, the Parent will receive the paid
Costs fully back. If the dissolution takes place after the Start Date and already
Childcare has been enjoyed, the Parent will receive the costs paid back, less
The costs associated with and proportional to the childcare already enjoyed.

C The Parent can exercise the right of withdrawal by unequivocally to the Entrepreneur
To declare that it wishes to dissolve the Agreement. The Parent can also do this in
Annex 2 included model form, but this is not mandatory.

ARTICLE 4 – Placement interview

1. 2. The Entrepreneur invites the Parent in good time for the Start Date for a
Placement interview.

This placement interview addresses the following:

A. The specific information of the Parent and his child required for Childcare;
Including the required social security number(s);

B. The start and duration of the wen period;

Version 20253. c. The general or temporary points of attention and details for the specific reception
Of the child (daily rhythm, diet, disease, medication, development and the like);

D. The individual wishes of the Parent and that this is taken into account for
As far as this is reasonably possible;

E. The mode of communication;

F. Making trips;

G. h. i. Taking photos and/or videos of the child;

The legal liability of the Parent for damage caused by his child;

In the case of extracurricular care: the elements mentioned in Annex 1 to this
General Terms and Conditions, under 5 sub h.

The Entrepreneur confirms the agreements made during the placement interview in writing
To the parent.

ARTICLE 5 – Duration and extension of the Agreement

1. 2. 3. The Agreement is concluded for the following term on the basis of the
Agreed type of childcare:

A. b. for day care until the day the child reaches the age of four;

For after-school care until the day the child is twelve years old

Reached.

By way of derogation from the provisions of paragraph 1, the Parties may have a shorter or longer duration

Agree.

After the expiration of the term of an Agreement, the Parties may terminate the Agreement

Extend. An extension of the Agreement is agreed in writing.

Renewal does not take place tacitly.

ARTICLE 6 – End of the agreement

1. 2. 3. The Agreement ends by operation of law by the expiry of the

Recorded term.

In addition, the Agreement ends by (interim) termination by one of the Parties.

The parties aim to have the Agreement terminable:

A. The Parent is always entitled to terminate the Agreement.

B. The Entrepreneur is only authorized to terminate the Agreement on the basis of a

Well-founded reason. In any case, the following are considered to be considered as justified reasons:

I. The situation that the Parent is in default with regard to his payment obligation

For two (or more) months of Childcare;

Ii. Situations as mentioned in Article 10 paragraph 2 sub a and b(ii) that are two months (or

Longer) continue;

III. The situation referred to in Article 10(2)(b)(i);

Version 20254. 8. iv. The situation in which the (trust) relationship between Entrepreneur and Parent

Is disrupted, so that the continuation of the Agreement in unchanged form

Cannot be required of the Entrepreneur;

V. The circumstance that the Entrepreneur due to an unforeseen

Circumstance or a cause not attributable to him is no longer capable of the

To execute the agreement;

Vi. A business economic necessity that ensures the continuity (of a location where it

Child is placed) in danger.

Termination takes place by means of a written notice addressed to the other Party

Statement. The Entrepreneur shall justify the termination. The Parent does not have to give notice of termination

Motivate.

The Entrepreneur and the Parent may terminate subject to the following period:

A. The Parent may terminate subject to a notice period of one month. In the

Case of Article 11 paragraph 8, no notice period applies to the Parent;

B. The Entrepreneur may terminate with a reasonable period of time, which

At least one month;

C The Entrepreneur may terminate with immediate effect in a case as referred to in

Article 6(3)(b)(i);

D. The Parent may terminate with immediate effect in the event that the Entrepreneur

Cancels.

The notice period starts on the date on which the Parent or the Entrepreneur the declaration of
Has received notice of termination. The declaration is deemed to have been received on the date of
The postmark on the envelope of the termination letter, on the date of the e-mail
With which the declaration was sent or on the date on which the electronic declaration is
Sent, unless a later date is mentioned in the statement.

During the notice period, the Entrepreneur is obliged to provide Childcare and the Parent is
Obliged to pay the reimbursement for the Childcare (the price).

In the event of the death of the child, the Agreement ends with immediate effect.

ARTICLE 7 – Mutual obligations

1. 2. The parties work together to ensure an adequate exchange of information about the child.

Parties transfer responsibility for the child to each other in the following way:

A. At Day Care: the Parent is responsible for the child and the
Entrepreneur when picking up, until the moment the parties are reasonably allowed to asse
That the transfer of responsibility has actually taken place.

B. In After-School Care: the way the child goes to After-School Care
Comes and leaves it, determines the transfer of responsibility for the child.

The parties make written agreements on this.

Version 2025ARTICLE 8 – Obligations of the Entrepreneur

1. 2. 3. The Entrepreneur is obliged under the Agreement to provide Childcare
Under the terms and conditions agreed therein and in these General Terms and Conditions.
The Entrepreneur ensures that:

A. The Childcare that takes place under his responsibility:
I. corresponds to the applicable laws and regulations;
Ii. is carried out in accordance with the requirements of good craftsmanship and with
Use of sound material;

B. A Children's Center that falls under his responsibility is suitable for a
Responsible care for children, both in terms of personnel and material
Facilities. A further regulation of the way in which the Entrepreneur complies with
Its obligations referred to in Article 8(1) is set out in Annex 1. This attachment
Is an integral part of these General Terms and Conditions.

C It complies with laws and regulations.

The Entrepreneur takes into account the individual wishes of the Parent insofar as this
Is reasonably possible.

ARTICLE 9 – Obligations of the Parent

1. The Parent already reports details of a medical nature or in the development of the child
2. 3. 4. 5. 6. 7. when registering.

The Parent ensures that the Entrepreneur has all the data that is important
For the accessibility of the parent.

The Parent adheres to the rules that apply within the Children's Center.

The Parent refrains from behavior that poses a risk or threat to the spiritual

And/or physical health or safety of others and/or the services of the

Entrepreneur hinders or disproportionately burdens (the children of) other Parents. The Parent ensures that his child also refrains from this.

The Parent brings and picks up the child on time and ensures the fulfillment of this Obligation by others who bring and get the child on his behalf.

The Entrepreneur places the authority of others than the Parents to the child of the Childcare can be obtained in writing if the Parent so requests.

The Parent pays the Entrepreneur in accordance with the made in the Agreement Agreements and within the payment period, at least is responsible for this.

ARTICLE 10 – Accessibility

1. 2. The location where the child is placed is in principle accessible to the child.

The Entrepreneur has the right to refuse the child and/or the Parent access to the location

For the duration of the period that a normal care of the child is reasonably not of the Version 20253. Entrepreneur can be expected and the child cannot be in the usual way

Caught. For example, because:

A. The child has an additional care need due to illness or otherwise that:

I. the Entrepreneur is not legally allowed to provide; or ii. the in the

Agreement agreed individual health care exceeds (see

Article 8(1)); or

iii. which the Entrepreneur is actually unable to properly grant.

B. The child and/or the Parent (i) poses a risk or threat to the spiritual and/or

Physical health or safety of others and/or (ii) the services of the

Entrepreneur hinders or disproportionately burdens (the children of) other Parents.

Because the Entrepreneur refuses access on this ground, the Entrepreneur warns

The Parent, unless a warning cannot reasonably be required because of the

Severity or urgency;

C The (trust) relationship between Entrepreneur and Parent is disrupted, causing continuation

Of the Agreement in unchanged form cannot be required of the Entrepreneur

Become.

In the event that the Entrepreneur denies the child and/or the Parent access to the location, the

Entrepreneur with the Parent in consultation to look for an acceptable for all Parties

Solution to the situation.

If the Parent does not agree with a decision based on Article 10 paragraph 2 to

To refuse access and the consultation with the Entrepreneur has not led to a solution,

Can he submit this decision to the Disputes Committee with the request for the dispute

According to the abbreviated procedure referred to in the Rules of Procedure of the Disputes Committee

Childcare to treat.

During the shortened procedure, the Entrepreneur may not terminate the Agreement.

ARTICLE 11 - The price and the change in price

1. 2. 3. 4. 5. The price that the Parent must pay for Childcare from the Start Date will be

Included in the Agreement.

Change of the agreed price takes place in compliance with the provisions of Article 11 paragraphs 3 to 8.

The Entrepreneur may change the agreed price once per calendar year (Including increases) and, in the event of an increase in the agreed price, for the First time no earlier than after the expiry of at least three months after the Effective date.

Reasons for the price change include changes in costs and other factors

Regarding the business operations of the Entrepreneur, as specified in Annex 3.

The Entrepreneur communicates the price change in writing to the Parent before the changed Price starts. The Entrepreneur will inform you on which date the changed price will take effect.

The effective date for the changed price is at least 40 days after the day on which the Price change to the Parent has been announced.

Version 20256. Before the Entrepreneur to (announcement to the Parent of) change of the Agreed price, (i) he draws up a request for advice containing the Proposed price change decision provided with a substantiated explanation, and (ii) He appoints the Parents' Committee (or the combined Parents' Committee), in accordance with Article 1.60 Childcare Act, able to issue advice on the intended

Price change decision. With this request for advice and in response to any Additional questions from the Parents' Committee, the Entrepreneur provides in writing all Information that the Parent Committee reasonably needs to be able to issue Of an opinion on the proposed price change decision. In case the Entrepreneur does not Is legally obliged to set up a Parent Committee, the Entrepreneur involves the Parents Demonstrably sufficient in another way in the proposed price change decision.

The Entrepreneur may only deviate from the advice referred to in Article 11 paragraph 6 if the Entrepreneur indicates in writing and motivated that the interest of the Childcare is Against the advice. If the Parents' Committee cannot agree with the deviation Of the opinion, it has the opportunity to turn to the Disputes Committee.

The Parent has (also) in the event of an (announced) price change the right to Agreement To be terminated in writing and without further justification (see Article 6 paragraph 3 Under a). If the Parent in the 40 days before and 14 days after the effective date of the Changed price, no notice period applies (see article 6 paragraph 5 under a).

ARTICLE 12 - Payment / Late payment

1. 2. 3. 4. The Entrepreneur always provides a written invoice and states it (in accordance with The Agreement) amount to be paid by the Parent and the due date of payment. The Invoice is provided free of charge.

If a Parent pays to a third party designated by the Entrepreneur, this applies to the Older as liberating payment. The designation by the parent of a third party who before the Making payments must take care, is not the responsibility of the Parent For (timely) payment in the way. Any payment by a third party for the Parent applies As a liberating payment by that parent.

If no payment has been made on the payment deadline stated on the invoice, the Entrepreneur a written payment reminder to the Parent. In it, the Entrepreneur the Parent in default and the Entrepreneur gives the Parent the opportunity to enter 15 calendar days after receipt of this payment reminder still payable. Furthermore, the Entrepreneur warns the Parent in the payment reminder for the Authority to terminate pursuant to Article 6(3)(b)(i). This Warning must be received at least 14 days before the date on which the termination authority Arise, have been sent to the Parent.

Version 2025 ARTICLE 13 – Applicable law and competent court

1. 2. Dutch law applies to the Agreement.

The competent Dutch court is competent to rule on disputes between Parties in In connection with the Agreement, notwithstanding the jurisdiction of the Disputes Committee to take note of a dispute.

ARTICLE 14 – Complaints procedure

1. 2. 3. Complaints about the implementation of the Agreement must be submitted in writing to The Entrepreneur. If the complaint is unclear or incomprehensible, the Parent will close the complaint Explain at the request of the Entrepreneur. The parent must file the complaint within Competent time after he has discovered the lack of performance or should reasonably have Within the meaning of Article 6:89 of the Dutch Civil Code.

The Entrepreneur handles the complaint in accordance with its internal complaints procedure. At the Drawing up or amending this procedure, the Parent Advisory Right Committee has in accordance with the Stipulated in the Childcare Act.

If the complaint cannot be resolved amicable, a dispute arises that is susceptible For the dispute settlement of Article 15.

ARTICLE 15 – Disputes procedure and the statutory complaints procedure for Childcare

1. Disputes between Parent and Entrepreneur over the establishment or implementation of the Agreement may be pending by both the Parent and the Entrepreneur

Made at the Childcare Disputes Committee, Bordewijklaan 46, PO Box 90 600, 2509

LP The Hague in compliance with the regulations applicable to the Disputes Committee (Www.degeschillencommissie.nl).

ARTICLE 16 – Governance Code

1. There is a code to which Entrepreneur is affiliated: the Governance Code Childcare. This can be found on the website www.kinderopvang.nl/governance. The parent can also Request from the Entrepreneur.

ARTICLE 17 – Amendments

Changes to these General Terms and Conditions must be between the Entrepreneur and the Parent Agreed.

Annex 1

Further regulation of the obligations of the Entrepreneur under Article 8 of the General Conditions for Childcare - Day Care and After-School Care 2024.

Version 2025 The Entrepreneur fulfills his obligations mentioned in Article 8 paragraph 2 by, among other things, for

Ensure that it has:

1. A pedagogical policy plan that the characteristic way of dealing with children and their
Describes parents;

2. Regulations/documents that reflect the policy regarding hygiene, safety,
Child abuse, medical practice, illness and privacy;

3. 4. 5. A regulation that regulates the functioning of the Parents' Committee;
A regulation that regulates the complaints procedure;

An overview of, or information about, the following elements of childcare:

A. type of care, options for flexible care and any additional services;

B. information regarding the group, the numerical ratio between group leadership and the
Number of children per age group, and the available space;

C. information exchange, form and frequency, including the number of parent conversations
Which in principle takes place annually;

D. the food to be provided;

E. opportunities for making specific agreements on development,
Care and nutrition;

F. g. h. opening hours and days and any mandatory minimum purchase;

The times when the children are received and leave the care;

In the case of after-school care:

- the possibilities to participate in external activities, for example on the
Area of sports or music.

- the possibilities for bridging the distance between school and
Children's center or school and external activity, such as the mode of transport, whether or not
Not under supervision.

- the possibilities for bridging the distance between Children's Center and
At home, or external activity and at home, as it is whether or not to go home independently
Go.

- the care during holidays and extra days off from the school.

I. the placement procedure;

J. k. the nature and extent of the waiting period;

Any regulations in which the house rules of the Children's Center are
Recorded;

L. the current price;

M. n. o. the method of payment and any additional costs in case of deviating payment methods;
The cancellation conditions, including the cancellation fees;

The registration conditions, including the registration fee;

P. the current notice period.

If other obligations arise for the Entrepreneur from amended laws and regulations,

The Entrepreneur ensures that it also complies with this.

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