

Additional terms of childcare contracts with Kinderopvang Morgen

Part I: General

Clause 1 - Applicability

These 'Additional terms of childcare contracts' ('Additional Terms') apply to all products and/or services provided by Kinderopvang Morgen ('MORGEN') or any of its brands, with the exception of Kinderopvang EigenWijs, pre-school childcare (peuteropvang or peuterspeelschool), Speelstart and Samenspel.

These terms apply:

- in addition to the childcare contract (the "Childcare Contract") entered into with the parents/carers (referred to in this document as the "Customer" and in the Childcare Contract as the 'Client')
- and the 'General Terms and Conditions for Childcare, Day Care and Out-of-School Care' issued by the Association for the Childcare Sector in the Netherlands (Branchevereniging Maatschappelijke Kinderopvang) (the "General Terms and Conditions").

This is a translation. If the English translation differs from the original Dutch text, the Dutch text prevails.

In the event of any conflict between the Childcare Contract, the General Terms and Conditions and/or the Additional Terms, the Childcare Contract shall take precedence over the Additional Terms. The Additional Terms shall take precedence over the General Terms and Conditions.

Clause 2 – Childcare Contract and parental authority

- 2.1 The Customer receives a Childcare Contract (in electronic form or otherwise). The placement becomes definite if the Childcare Contract signed by the Customer is returned to MORGEN within 7 days. The Customer will receive a written confirmation of this. Once the period for returning the Childcare Contract has expired, the offer of a placement ceases to apply.
- 2.2 The Childcare Contract is entered into in the name of one of the Parents/Guardians, who also signs the Childcare Contract; in the Childcare Contract this Parent/Guardian is referred to as the 'Client' (the "Client").
- 2.3 The parents/guardians are the persons listed in the Childcare Contract as parents and guardians (the "Parents/Guardians").
- 2.4 The following principles apply here:
 - 2.4.1 The Client has agreed the arrangements relating to the Childcare Contract with the other Parent/Guardian, if both Parents/Guardians have parental authority. Unless both parents sign the Childcare Contract, the Client also signs on behalf of and with the consent of the other Parent/Guardian.
 - 2.4.2 If the Parents/Guardians disagree with one another regarding the childcare at MORGEN, the Client may demonstrate that Clause 2.4.1 does not apply (or no longer applies) by: producing an application for an injunction, a court judgment, an extract from the civil registry recording a divorce or termination of a registered partnership or a divorce agreement.
 - 2.4.3 Under Article 1:377c of the Dutch Civil Code, a Parent/Guardian is always entitled to information about 'important facts and circumstances affecting the child's person or their care and upbringing'. Even where the Parent/Guardian does not have any parental authority over the child.
- 2.5 The Parents/Guardians are jointly responsible for correct and timely payment of the childcare costs, as described in Clause 9.

Clause 3 – OuderApp (Parent App)

- 3.1 For communication with the Customer and the organisation of childcare-related matters, MORGEN uses a mobile application with a parent portal (the “Parent app”). By signing the Childcare Contract the Customer agrees to the use of the Parent app.
- 3.2 MORGEN works with two types of credit: holiday credit and compensation credit (in the Parent app: ‘My credit’):
 - 3.2.1 Holiday credit (Out-of-School care) for applying for childcare on holiday days and days when school is closed and/or extra childcare during school days (in the Parent app: ‘holiday days childcare credit’).
 - 3.2.2 Compensation credit (in the Parent app: ‘compensation for absence’) is for swapping days (see Clause 8).
- 3.3 The balance of ‘contracted hours when childcare shall not be used’ (Day Care - Tailor-Made) is the number of hours for which the Customer needs to give notice that their child will not be attending childcare.
- 3.4 All applications for extra days, days when school is closed and holiday days (out-of-school care), swapping and notice of days when childcare will not be used, including the use of credits, take place via the Parent app.
- 3.5 Where placements or contract amendments take place in the course of the year, MORGEN calculates the balance of ‘contracted hours when childcare shall not be used’ or the holiday credit on a pro rata basis.
- 3.6 The rules for using the Parent app are available in the Parent app.

Clause 4 – Childcare allowance (kinderopvangtoeslag)

- 4.1 The Customer is responsible for applying for childcare allowance correctly and in good time and notifying any changes to the Dutch Tax and Customs Administration.
- 4.2 MORGEN will supply the Customer once each year with an annual statement for the purposes of childcare allowance.

Clause 5 – Cancellation of Childcare Contract and cancellation charges

- 5.1 A signed Childcare Contract may only be cancelled in writing. Send an email to plaatsingen@kinderopvangmorgen.nl or a letter to:
Customer Contact, Kinderopvang Morgen, Martin Campsplaan 3, 2286 SB Rijswijk.
- 5.2 The Customer is required to pay cancellation charges in the case of a cancellation within one month prior to the start date of the Childcare Contract. The cancellation charges are equal to the childcare costs for one month and must be paid within 14 days following the invoice date. In the case of cancellation more than one month prior to the start date, no cancellation charges are due.

Clause 6 – Changes, notice to terminate and termination of Childcare Contract and suspension

- 6.1 Changes (to hours, days or type of childcare) or notice to terminate in respect of the Childcare Contract may only be communicated in writing by sending an email to plaatsingen@kinderopvangmorgen.nl or a letter to: Customer Contact, Kinderopvang Morgen, Martin Campsplaan 3, 2286 SB Rijswijk.
- 6.2 The notice period for changes and termination is one (1) month. This period starts on the date when the notice is received by MORGEN.
- 6.3 Changes or termination may take effect on any day of the month.
- 6.4 A placement at a day Care terminates automatically on the day of the child’s fourth birthday.
- 6.5 A placement in out-of-school care terminates automatically on 31 July of the school year when the child starts secondary school.
- 6.6 In the case of automatic termination, no notice is required.
- 6.7 MORGEN may terminate a placement early by giving one month’s notice. This is in accordance with Clause 15 of the General Terms and Conditions and the MORGEN suspension policy.

Clause 7 – Opening and closing times, holiday weeks and school weeks

- 7.1 The opening and closing times are stated on the childcare centre’s websites.
- 7.2 For a number of childcare products, fixed time slots apply. The Customer must adhere to these. MORGEN reserves the right to change the time slots. If this results in a change in the number of childcare hours, MORGEN will reflect this in the childcare costs from the date when the change takes effect.

- 7.3 MORGEN is closed on Saturdays, Sundays, public holidays and several additional days or hours of closure published in advance each year. For these days there is no entitlement to restitution or to swap childcare days.
- 7.4 The public holidays are: New Year's Day, Easter Monday, King's Day, Liberation Day (once every 5 years), Ascension Day, Whit Monday, Christmas Day and Boxing Day.
- 7.5 MORGEN observes the 12 holiday weeks (the "Holiday Weeks"), as determined by the Dutch Ministry of Education, Culture and Science (www.rijksoverheid.nl/onderwerpen/schoolvakanties).
- 7.6 School weeks are the weeks in a calendar year that are not Holiday Weeks (the "School Weeks").
- 7.7 The Customer shall drop off and collect the child within the opening times and/or time slots. Or as agreed at the time of the intake or placement. The Customer shall sign the intake form for this purpose.

Clause 8 – Swapping childcare days

- 8.1 Swapping the childcare days is possible *on an occasional basis* using the compensation credit. Swapping is subject to rules ('Swapping days or booking extra days at MORGEN childcare centres') and is only possible if there is availability.
- 8.2 The Customer shall not derive any rights from the option to swap days.

Clause 9 – Payment

- 9.1 The Customer shall pay to MORGEN the childcare costs, as stated in the Childcare Contract. The childcare costs may be revised annually.
- 9.2 MORGEN will charge the annual amount on a monthly basis in equal instalments (monthly amount). This is irrespective of the number of childcare days in that month and whether the Customer has made use of those childcare days.
- 9.3 The Customer shall receive an electronic invoice each month in advance stating the monthly amount payable.
- 9.4 Extra childcare days/hours that have not been purchased using credit, shall be charged in arrears each month on an additional invoice, at the hourly rate applicable at that time.
- 9.5 In the event of termination (including early termination) or amendment of the Childcare Contract, MORGEN shall recalculate the holiday credit (in the case of a Childcare Contract for Out-of-School Care Total or Out-of-School Care Plus) and the contracted hours when childcare shall not be used (in the case of a Childcare Contract for Day Care - Tailor-Made). Where the number of hours purchased has been exceeded, the additional childcare hours used will be charged to the Customer. In all other cases, no restitution will take place.
- 9.6 The total invoice amount must be paid within 14 days of the invoice date. Payment is by direct debit. Direct debits will be made on or around the 26th of the month.
- 9.7 Where payment is made otherwise than by direct debit the Customer shall ensure that the payment reference includes the customer number and/or invoice number. The total invoice amount must be paid in a single payment before the 26th of the month.
- 9.8 If payment is not received on time, MORGEN will send the Customer one reminder, giving the Customer a further 14 days to pay the invoice amount to MORGEN. If MORGEN does not receive payment within the period specified, under the suspension policy MORGEN is entitled to suspend or terminate the Childcare Contract with immediate effect. Due to the applicable notice period for termination, the payment obligation shall continue for one calendar month.

Clause 10 – Personal data processing

- 10.1 Prior to the start date of the Childcare Contract, the Customer shall supply to MORGEN the Dutch personal public service numbers (*Burgerservicenummer*, BSN) for the Parent(s)/Guardian(s) and for the child. This is a legal requirement to enable the Dutch Tax and Customs Administration to check the childcare allowance payable.
- 10.2 MORGEN is required by law¹ to supply personal data from its administration relating to the Customer and their child(ren) (name and address, date of birth and BSN), together with information on the number of

¹ Childcare Act Regulation (*Regeling Wet Kinderopvang*), Article 38 of the Implementing Decision concerning the General Means-Tested Schemes Act (*Uitvoeringsbesluit Algemene wet inkomensafhankelijke regelingen*) and Articles 1a and 1b of the Implementing Decision concerning the General Means-Tested Schemes Act (*Uitvoeringsbesluit Algemene wet inkomensafhankelijke regelingen*).

childcare hours and the hourly rate, to the Dutch Tax and Customs Administration for the purposes of childcare allowance.

10.3 MORGEN is required to check that the correct BSN has been provided for the Customer and the child. We check this by inspecting a valid identity document.

Clause 11– Force majeure

11.1 Force majeure applies where MORGEN is unable to comply with the Childcare Contract due to a circumstance for which MORGEN cannot be held responsible, as this circumstance is not attributable to any fault of MORGEN and MORGEN is not responsible for it by law, under the Childcare Contract or according to generally accepted standards.

11.2 The following situations shall in any event be regarded as force majeure, where they prevent MORGEN from complying with the Childcare Contract: fire, strike, war (or risk of war), terrorism and/or terrorist threat, insurrection, emergency government measures, (natural or other) disasters or pandemic.

Clause 12 – Amendment of ‘Additional Terms of Childcare Contracts with Kinderopvang Morgen’

MORGEN may amend the Additional Terms during the term of the Childcare Contract, including making any amendments required due to changes to legislation or regulations. MORGEN shall give the Customer written notice of any amendment at least one month before the effective date. In the event of a unilateral amendment to the Additional Terms that has a negative effect for the Customer, the Customer may terminate the childcare contract with effect from the date on which the amendment takes effect. In all other cases the Customer is bound by the amended terms.

Part II: Additional terms for each childcare product

- A. Day Care (KDV), for children aged 0 (6 weeks) to 4 years; not all the Day Care products described below are available at every childcare location**

Day care – Full Days

1. A minimum of one fixed childcare day per week, 11 hours per day and 52 weeks per year applies.
2. Children must be aged at least 6 weeks to attend Day Care.

Day care – Full Days at KC BuitenRijck

1. At KC BuitenRijck a minimum of two fixed childcare days per week applies.

Day care- Full Days at Blauwkapje

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Day Care – During School Weeks at Up Catterwijkstraat

1. Childcare is provided for 40 School Weeks per year.

International Day Care- Full Days True Colors Rijswijk (TCR)

1. TCR provides the children with hot meals. The cost of these meals is included in the hourly rate.
2. ³

International Day Care True Colors Delft (TCD) – Tailor-Made

1. The Customer can choose 9, 10 or 11 childcare hours per day.
2. The Customer can choose 40, 46 or 52 weeks per year.
3. Fixed time slots apply, with fixed drop-off and collection times. These times are linked to the number of childcare hours per day.
4. Where the Customer chooses to use 40 or 46 weeks of childcare, the days when the child does not attend are not linked to the school holidays. To provide for this, the Customer is given a balance of 'contracted hours when childcare shall not be used' each year. The Customer shall report the days on which the child will not be attending childcare no later than 14 days in advance, using the Parent app. At the end of each calendar year, the balance of 'contracted hours when childcare shall not be used' must be zero. Where too many hours of childcare have been used, the charges will be calculated on the basis of the applicable hourly rate. No restitution will be provided.
5. TCD provides the children with hot meals. The cost of these meals is included in the hourly rate.

² Kinderopvang Morgen no longer offers half-days. Customers who still purchase half days can complete the contract.. (Fixed time block, 5,5 hours per day, morning or afternoon, 40 school weeks or 52 weeks per year.)

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International Day Care True Colors Delft – Pre-School

1. Time slots of four hours apply per childcare day, with fixed opening times.
2. Pre-school childcare is available during 40 School Weeks per year

International Day Care True Colors Delft – Startgroup

1. The starter group is open during the 40 school weeks on Monday, Tuesday and Thursday 08.15-14.45 hour and on Wednesday and Friday from 08.15-12.30 hour.
2. Children aged 3+ can use the starting group
3. Children who go to the ISD are given priority for a placement

- B. Out-of-School Care (BSO), for children aged 4 to 13 years; not all the Out-of-School Care products described below are available at every childcare location.**

General Out-of-School Care:

1. A minimum of one fixed childcare day per week applies.
2. The childcare hours are based on the opening times of the Out-of-School Care location and the Out-of-School Care package.
3. Each Out-of-School Care location has a different opening time for after-school care, depending on the finishing time of the primary school. Any change to the primary school finishing time will result in a change to the opening time for the Out-of-School Care location. This will be reflected in the number of childcare hours charged.
4. Before each school year starts, MORGEN will use the information provided by the schools to establish the days when school is closed when the Out-of-School Care location will be open. If there are additional days during the school year when a primary school does not open, these will not automatically count as extra days when school is closed.
5. Days when school is closed always count as extra childcare days. This applies to all days when the primary school is not open other than during the Holiday Weeks.
6. The Customer must apply for childcare on days when school is closed and during Holiday Weeks in advance using the Parent app. To guarantee availability, the application must be made two weeks in advance.
7. If the Customer does not use credit to pay for any extra days, the extra days will be charged at the hourly rate applicable in the Out-of-School Care Basic Package.
8. In the case of childcare during Holiday Weeks and on days when school is closed, the Customer shall drop the child off and/or collect the child from the Out-of-School Care location (unless otherwise agreed with the Customer).
9. The Out-of-School Care locations work together and may be combined on quiet days, during school holidays and for activities. The Out-of-School Care locations that work together are listed in an appendix to the Childcare Contract.

Out-of-School Care – TOTAL (52 weeks)

1. The Customer is allocated a childcare credit each year that is equal to 12 Holiday Weeks and based on the number of fixed childcare days per week agreed in the Childcare Contract.
2. The Customer can use the holiday credit at their own discretion during the Holiday Weeks, on days when school is closed and on school days.

Out-of-School Care - PLUS (46 weeks)

1. The Customer is allocated a childcare credit each year that is equal to 6 Holiday Weeks and based on the number of fixed childcare days per week agreed in the Childcare Contract.
2. The Customer can use the holiday credit at their own discretion during the Holiday Weeks and on days when school is closed.

Out-of-School Care - BASIC (40 School Weeks)

1. Childcare is only available after school hours, during School Weeks.

2. Childcare during Holiday Weeks and on days when school is closed is not included. The Customer may request this separately and the extra hours will be invoiced in addition to the usual charges.

Out-of-School Care – Extra Hours

1. Extra Hours are the hours that fill the gap when school finishes early and the Out-of-School Care location is not open yet. For example, if school finishes earlier for the junior classes than for older children.
2. The Customer may use Extra Hours childcare alone or in combination with standard Out-of-School Care.
3. The Extra Hours on any childcare day end when standard Out-of-School Care begins. The time when this occurs will depend on the school finishing time and varies for each Out-of-School Care location.
4. Extra Hours are specified in the Childcare Contract and are treated as extra childcare hours.
5. Where Extra Hours childcare is combined with standard Out-of-School Care, the hourly rate agreed in the Childcare Contract for the Out-of-School Care package applies. Where no contract has been entered into for standard Out-of-School Care, the hourly rate for Out-of-School Care – BASIC applies.
6. The Childcare Contract for Extra Hours does not terminate automatically, so the Customer needs to give notice to terminate.

Before-School Care (VSO)

1. Before-School Care is available every school day (40 weeks per year) from 07.30 to 08.30 (the start of the school day).
2. Before-School Care includes breakfast, provided that the child arrives before 08.00.
3. Where Before-School Care is combined with standard Out-of-School Care, the hourly rate agreed in the contract for the Out-of-School Care package applies. Where no contract has been entered into for standard Out-of-School Care, the hourly rate for Out-of-School Care – BASIC applies.

Childcare During School Holidays (Flexible and Occasional)

1. A minimum of one full holiday day (11 hours per day) applies per school holiday.
2. For Flexible Childcare During School Holidays, the Customer informs MORGEN of the number of holiday weeks and days in advance each calendar year. The Childcare Contract states the number of monthly hours and the Customer pays a fixed amount each month. The monthly hours are calculated by dividing the annual hours by 12. In the event that the Childcare Contract starts or terminates during the calendar year, MORGEN shall calculate the number of monthly hours on a pro rata basis.
3. For Occasional Childcare During School Holidays, the Customer informs MORGEN of the fixed weeks and fixed days and is provided with a Childcare Contract in respect of these. The Customer pays per holiday period.
4. To guarantee availability, the Customer must inform MORGEN of the days on which childcare is required two weeks prior to the holiday in question.
5. Up to one week before the start of the holiday, the Customer may cancel the holiday day childcare at no charge. Where cancellation takes place within one week before the start of the holiday, MORGEN will charge the Customer for the childcare costs.

Terminology:

KDV : day care (0-4 years)

VSO : before-school care, including breakfast (4-13 years)

BSO : out-of-school care (4-13 years), including childcare during school holidays if requested.