

# Additional Terms and Conditions Kinderwoud

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Kinderwoud applies the following additional terms and conditions for day nursery, preschool childcare and out-of-school care services:

## General and Additional Terms and Conditions

Our contracts are subject to the childcare services trade association General Terms and Conditions 2016 and the Kinderwoud Additional Terms and Conditions. The Kinderwoud Additional Terms and Conditions are tacitly renewed for the term of the care services and are considered separate from the term of the contract. Amendments to the Kinderwoud Additional Terms and Conditions are communicated to all parents/guardians.

## Offer and placement

Kinderwoud will send you a placement offer for childcare. This offer is valid seven days. We confirm this offer with a placement contract. You will have 21 days to sign this document. After this term has expired, the placement offer and placement contract will lapse.

## Care in fixed groups

Upon signing the placement contract, you agree to placement at a specific location. The contract states the National Childcare Register (LRK) number. We will take care of your child during the care period in no more than two fixed groups. You will receive more information about this from the location.

## Right of revocation

After signing the placement contract, you will have a right of revocation and you will have 14 days to cancel the contract without stating reasons.

## Payment method

Payment is direct-debited on the 24th of each month on the basis of the invoicing schedule in the placement contract. You pay for the contractually recorded days, also if your child is sick or you drop off your child later or collect them earlier.

## Notice period

Kinderwoud has a notice period of one month. You terminate the contract in writing via [klantadvies@kinderwoud.nl](mailto:klantadvies@kinderwoud.nl).

## Privacy Statement

Kinderwoud carefully handles the data of the parent(s)/guardian(s), children and employees in accordance with the [Kinderwoud Privacy Statement](#).

## Closing days

Kinderwoud is closed on officially recognised holidays. On St Nicholas Eve (5 December), Christmas Eve (24 December) and New Year's Eve (31 December) all of our locations close at 5 p.m. You must collect your child or children before 5 p.m. on the aforementioned days. We *will* charge for these hours.



Kinderwoud reserves the right to set aside no more than one day per year in the context of professionalisation for staff training. On that day Kinderwoud will not be offering any childcare services. We will alert parents/guardians of this at least two months in advance. We will *not* credit these hours.

### **Swapping days**

You can request to swap days for day nursery and out-of-school care services using the parent portal. The request to swap a day is assessed by the relevant location and is only possible if the group volume allows for it. Swapping days is possible within 14 days before or after the part of the day the child was absent. Swapping days is not possible with regard to recognised holidays and days on which Kinderwoud is closed. You cannot request to swap days for preschool childcare. The swapping of care dates is a service from which no rights can be derived.

### **Additional care**

You can request to additional care for day nursery or out-of-school care services using the parent portal. The request for additional care is assessed by the relevant location and is only possible if the group volume allows for it. We will invoice in arrears for the additional care. You can cancel the request for additional care up to 48 hours in advance. If you cancel less than 48 hours in advance, Kinderwoud will charge for the requested additional care. You cannot request additional care for preschool childcare.

### **Credits**

You will receive an additional number of day nursery and out-of-school care days (credits) from Kinderwoud, proportional to the type and number of days in your contract. Your credit is listed in the parent portal. One credit can be used to request one day of additional care. The request for additional care is assessed by the relevant location and is only possible if the group volume allows for it. You can cancel the request for additional care up to 48 hours in advance. If you cancel less than 48 hours in advance, the credit will lapse.

### **Liability**

Personal property Kinderwoud is not liable for any damage to or any loss of clothing, toys belonging to your child or any other items that are not the property of our day nursery. At our day nursery we regularly work with materials (including glue, paint, clay) which could dirty children's clothes. We also have outside recess every day. It would therefore be advisable to dress your child in comfortable, durable clothing and/or clothing that is allowed to become dirty.

Liability insurance As a parent/guardian (hereinafter referred to as: parent) it is important for you to take out liability insurance. In that case, you would be insured if your child damages the property of another child or harms another child or damages any items belonging to Kinderwoud. Suppose your child cuts their sweater with scissors or falls and damages their trousers or scrapes their knee, or your child pushes another child, which child takes an unfortunate fall and breaks their arm. The provisions of the New Dutch Civil Code provide that you, as the parents, are liable for these events. This provision assumes that an educational assistant has proper supervision, but that it is impossible to have eyes on everything at once. Educational assistants can be held fully or partly liable if they can be attributed gross negligence, for example due to a lack of supervision. For activities outside of nursery hours, you as a parent have full responsibility.



## Day Nursery Terms and Conditions

### Minimal number of care days per child

For day nursery, at least one whole day (from 7:30 a.m. to 6:00 p.m.) must be purchased per week. It is not possible to purchase half a day.

### Automatic termination of contract

Day nursery services automatically terminate on the day your child turns 4 years old.

### Contract: Day Nursery Annual Contract

This contract entitles you to day nursery services throughout the year on the contractually recorded days (52 weeks per year).

### Contract: Day Nursery School Weeks Contract

This contract entitles you to day nursery services during school weeks on the contractually recorded days (41 weeks per year). We follow the guidelines provided by the Ministry of Education to determine the school vacation weeks.

### Contract: Day Nursery Flexible Care

Flexible care means that your child does not have to make use of day nursery services on fixed days. For day nursery services, at least one day (from 7:30 a.m. to 6:00 p.m.) must be purchased. The minimum purchase is 430.5 hours per calendar year and is proportionally set off against the effective date. You can cancel requested days up to 48 hours in advance. If you cancel less than 48 hours in advance, we will charge for the requested additional care.

## Preschool Childcare Terms and Conditions

### Minimum care purchased per child

For preschool childcare, at least two parts of a day per week must be purchased. We could deviate from this by way of exception and in consultation with the parent(s)/guardian(s).

### Automatic termination of contract

Preschool childcare services automatically terminate on the day your child turns 4 years old. If your child turns 4 years old during the summer holidays, the contract will be terminated automatically on the last day of the summer holidays.

### Preschool childcare opening hours

Preschool childcare locations are open during school weeks (41 weeks per year). We follow the guidelines provided by the Ministry of Education to determine the school vacation weeks. Preschool childcare locations are also open on days off from school such as Good Friday and Ascension Day.

### Contract: Preschool Childcare with day nursery allowance

This contract entitles you to preschool childcare services during school weeks on the contractually recorded days (41 weeks per year). This contract entitles you to day nursery allowance, and with our placement contract you can apply for day nursery allowance with the Government.

**Contract: Preschool Childcare with municipal subsidy**

This contract entitles you to preschool childcare services during school weeks on the contractually recorded days (41 weeks per year). If you are not entitled to day nursery allowance, this contract entitles you to a municipal subsidy. For a municipal allowance you must provide your income details (a final income tax assessment or income statement). You can request these details from the Tax and Customs Administration. If you do not want to provide any income details, you will not be eligible for the municipal subsidy. In that case, you must pay the full preschool childcare fee yourself.

If your income situation changes (both parents work/are in school) and you become entitled to day nursery allowance, your entitlement to a municipal subsidy will lapse three months after you became entitled to day nursery allowance. You have an obligation to report this. Any municipal subsidy wrongly received will be reclaimed.

**Out-of-school care services (BSO) Terms and Conditions****Minimal number of care days per child**

For out-of-school care, the minimum weekly purchase is one afternoon (from the end of the school day to 6:00 p.m.).

**Automatic termination of contract**

Out-of-school care services automatically terminate on the day your child turns 13 years old.

**Contract: BSO Annual Contract**

This contract entitles you to out-of-school care services throughout the year on the contractually recorded days (52 weeks per year), during school weeks, school holidays and days off from school.

School holidays We follow the guidelines provided by the Ministry of Education to determine the school vacation weeks. Alternate holidays are considered days off from school.

Days off from school These are all days off from school as recorded in the annual timetable. Parents with an annual contract can use out-of-school care services for the whole day on a day off from school (if this day falls on a contractually recorded day). Unscheduled days off due to events such as strike days, unavailable teachers or hot-weather timetables, are not considered days off from school.

**Contract: BSO School Weeks Contract**

This contract entitles you to out-of-school care services during school weeks on the contractually recorded days (41 weeks per year). We follow the guidelines provided by the Ministry of Education to determine the school vacation weeks. Parents with a school weeks contract can request additional care days during school holidays and days off from school.

**Contract: BSO Flexible Care**

Flexible care entails that your child does not have to make use of out-of-school care services on fixed days. For care services before school at least one hour (from 7:30 a.m. to the start of school hours) must be purchased and for out-of-school care services at least one afternoon (from the end of the school day to 6:00 p.m.) must be purchased.



During school holidays, at least one part of a day from 7:30 a.m. to 12:45 p.m. and/or from 12:45 p.m. to 6:00 p.m. must be purchased. The minimum purchase is 102.5 hours per calendar year and is proportionally set off against the effective date. You can cancel requested days up to 48 hours in advance. If you cancel less than 48 hours in advance, we will charge you for the requested additional care.