

Delivery Terms and Conditions
Foundation Hero Children's Centres Toddler Care,
registered office in Haarlem
Entry into force: 1 January 2022

1. Applicability of the Delivery Terms and Conditions

The Delivery Terms and Conditions Toddler Care are applicable in addition to the General Childcare Terms and Conditions and are part of the placement agreement. The link to the Delivery Terms and Conditions Toddler Care and the General Terms and Conditions is included in the placement agreement. Through the acceptance of the placement offer, the applicability of the Delivery Terms and Conditions Toddler Care and the [General Terms and Conditions](#) is accepted.

Foundation Hero Children's Centres Toddler Care, is part of the Foundation Hero Children's Centres, established at the C. van Noordenstraat 15 in Haarlem. The Placement Department provides for the administration and is available on working days between 08:00 and 16:30 o'clock via tel. 023- 512 39 20 and via email: plaatsing@herokindercentra.nl

2. Product offer (addition to article 5 of the General Terms and Conditions)

2.1 Toddler care for early childhood education target group children

During the school weeks children are placed at an early childhood education toddler care location for 4 days when they are 2.5 years old. Placement for less days is possible by way of exception.

2.2 Toddler care for not-target group children at early childhood education locations

During the school weeks children are placed at an early childhood education toddler care location for 2 days when they are 2.5 years old. If a consumer wants to purchase more days or already wants to purchase care from the age of 2 then this is possible, provided that the consumer personally pays the full rate and there is no waiting list.

2.3 Care with a socio-medical indication

Children with a socio-medical indication can, by way of exception and after assessment and approval of the Placement Manager of Hero Children's Centres or their deputy, be placed multiple days at a toddler care location and are prioritised over all other children. A doctor's or CJG declaration must be submitted for this purpose.

2.4 Opening days and closing days

The opening days / times and closing days can differ per toddler care location.

Guiding principle is an opening time that is best in line with the opening hours of the nearby primary schools and that the toddler care is open 40 weeks a year, in the course of which the closing weeks and closing on generally recognised public holidays are in line, as much as possible, with those of the cooperating primary schools.

During the school holidays of the primary education, on the generally recognised public holidays, the Friday after Ascension Day and between Christmas and New Year's Day, all toddler care locations are closed.

Closing or opening on Good Friday is determined annually. The closing days are communicated annually well in advance.

3. The offer (addition to article 5 of the General Terms and Conditions)

3.1 A place is offered in consideration of the placement and priority rules, as established in the Placement Policy ([see website](#)).

3.2 The consumer receives a placement offer with appurtenances approximately two months prior to the potential placement date.

- 3.3 If placement is not possible yet on the placement date required by the consumer then the consumer remains on the waiting list and is informed as soon as placement is possible.
- 3.4 Where possible, an alternative placement offer is made.
- 3.5 If the consumer agrees with the placement offer then the consumer returns the placement offer, signed for approval and within the indicated period. By agreeing with the placement agreement the consumer also agrees with the content of these delivery terms and conditions and with the payment of the consumer contribution via direct debit and the agreement shall have been concluded.
- 4. Placement interview (addition to article 8 of the General Terms and Conditions)**
- 4.1 After signature of the agreement the consumer and the child are invited by the toddler care location for a placement interview. This interview takes place on location.
- 4.2 If so required, familiarisation arrangements are stipulated within the contract period.
- 4.3 During the placement interview the consumer is informed of the arrangements of the toddler care location, e.g. drop-off and pick-up times. The consumer must comply with the arrangements. Foundation Hero Children's Centres Toddler Care is entitled to adjust the arrangements. The consumer is informed accordingly.
- 4.4 Foundation Hero Children's Centres Toddler Care shall handle the information received confidentially in conformity with the privacy regulations as posted on the [website](#).
- 5. The services (in addition to articles 8 and 11 of the General Terms and Conditions)**
- 5.1 The child can only be picked up (earlier) at the toddler care location by a person other than the consumer with consent of the consumer. The consumer must inform the pedagogical employee accordingly in advance. Children can under no circumstances go home autonomously.
- 5.2 Absence of a child, for any reason whatsoever, as a result of which the child is not relying on the toddler care is reported by the consumer via the parent app / portal or by telephone.
- 5.3 During the activities photo or video recordings are occasionally made with the objective to inform the consumer about their child(ren). The organisation also uses photo and video recordings by way of illustration for folders, posters, annual report, press releases, the website, and social media, if the consumer indicates during the placement interview that they give consent to this and this has been recorded in the parent portal. In case of significant canvassing or promotional actions, the consumer is requested to give consent separately.
- 5.4 In order to support the pedagogical mode of action of the pedagogical employees, all toddler care locations apply VIC (video interaction counselling). During 5 minutes a video recording is made of the interaction between children mutually and between a child (children) and the pedagogical employee. The VIC employee then examines the recording together with the pedagogical employee and the mode of action of the pedagogical employee and the points for improvement are discussed. The same method is applied to discuss and improve the cooperation as a team in the pedagogical actions in respect of the children. The film material is exclusively used for teaching purposes of the pedagogical employees and are erased after use.
- 5.5 In the event of a suspicion of domestic violence or child abuse, the statutory Domestic Violence and Child Abuse Reporting Code shall take effect. (see [website](#)).

6. Termination or change of the agreement

(addition to articles 9 and 10 of the General Terms and Conditions)

- 6.1 Both Foundation Hero Children's Centres Toddler Care and the consumer can always terminate the agreement, in consideration of a notice period of one month. Judicial intervention is not required for this.
- 6.3 In case of a child that attains the age of 4, the placement agreement does not need to be terminated; the agreement is rescinded by operation of law. In the event of a different date of termination, the consumer must personally give written notice of termination to the Placement Department.
- 6.4 If the consumer cancels the agreement within one month prior to the stipulated placement date then the consumer shall be liable to pay cancellation costs. The level of the cancellation costs equals the amount payable for one month. Cancellation must take place in writing.
- 6.5 The rate per month for the toddler care is based on the annual amount divided by 12 months. In case of termination from one month prior to the summer holiday, a recalculation and subsequent invoice of the number of hours per month shall take place. The payable amount is collected by Foundation Hero Children's Centres Toddler Care after recalculation from the IBAN account number specified by the consumer. If the consumer registers again after the summer holiday then the consumer must take into account that the child shall be placed at the bottom of the waiting list.
- 6.6 Foundation Hero Children's Centres Toddler Care is entitled to suspend the placement with immediate effect or to terminate the same if, at the discretion of Foundation Hero Children's Centres Toddler Care:
- the consumer fails to pay the amounts due to Foundation Hero Children's Centres Toddler Care for a period of two months,
 - the placement of the child represents a threat / hazard / burden to the child, the other children present or to the staff of Foundation Hero Children's Centres Toddler Care,
 - the consumer does not rely on the allocated place for a period of 6 weeks, was pointed to this in writing after 4 weeks and there is a waiting list with a child (children) who immediately qualify for placement.
- 6.7 A notice period does not apply to the consumer if the consumer has a complaint about the quality of the care and the said complaint is declared to be founded by the MT or the national disputes committee.
- 6.8 advancement after the 4th year is only possible if there is no waiting list and if the consumer requests this with the Placement Department two to three months prior to the expiry of the agreement. The Placement Department decides, in consultation with the manager and the municipality of Haarlem, whether advancement is possible for a maximum of 6 weeks.
- 6.9 A change or expansion of days can be requested in writing with the Placement Department.

7. Rates and payment (addition to articles 16 and 17 of the General Terms and Conditions)

7.1 Rates

The rates for the consumer contribution are established annually for the next calendar year on the basis of a gross hourly rate. Payment continues on days off and during school holidays. The consumer contribution is payable during 12 months a year. The monthly payable amount is based on the annual amount of the consumer contribution divided by 12 months.

Parent groups according to payment obligation

- 7.2.1 If one is in possession of a Haarlem Card then the consumer contribution is reimbursed in full by the Social Service of Haarlem. To this end, a copy of the Haarlem Card must be submitted within 14 days after definitive placement of the child to the office or a photo of the Haarlem Card must be emailed to plaatsing@herokindercentra.nl.

If one is entitled to childcare tax benefit of the Dutch Tax Administration then the consumer pays the full gross costs. The consumer is personally responsible for the application for the childcare benefit.

If the consumer is not entitled to the childcare benefit then the consumer pays a monthly parent contribution according to an income-dependent table, as posted on the website of Hero Children's Centres. Together with the placement agreement, an income statement is submitted to the Placement Department. If no income details are available after the placement then the total gross costs are charged.

- 7.2.2 The consumer communicates a change in income to the Placement Department as soon as possible. The level of the rate may change due to a change in income. A consumer can have a recalculation performed by the Placement Department up to at most 3 months back (from the moment of notification of the change). The timely submission of the Haarlem Card or income changes falls under the responsibility of the consumer.

Payment in case of absence child

- 7.3.1 If a child is prevented from attending the toddler care location then payment remains due. This also applies if access to the toddler care location is denied if the child has a contagious disease. ([see website](#)).
- 7.3.2 In case of a prolonged absence due to sickness, the payment can temporarily be discontinued after consultation. As the occasion arises, the place is not kept open. When the child can return, it is prioritised during placement.

Payment procedure

- 7.4.1 The consumer is held to pay the amount due for the stipulated placement days in advance to Hero Children's Centres.
- 7.4.2 The consumer contribution is collected on the 20th / 21st of every month by payment in advance. If the date of collection falls on the weekend then the collection takes place on the first following Monday.
- 7.4.3 If the direct debit is not successful then collection again takes place within two weeks. The consumer must ensure that in the last week of the month and/or in the subsequent week sufficient balance is available on the bank account.
- 7.4.4 In addition to the provisions set forth in article 17 paragraph 4 of the General Terms and Conditions the following applies: If after the second collection the amount due has not been received by Hero Children's Centres then the consumer shall receive a reminder with the possibility of yet complying with the payment obligation within two weeks, with the warning that if payment fails to materialise the agreement can be terminated and the claim shall be outsourced to a collection agency.
- 7.4.5 If after the expiry of the said two weeks payment has not been received then the claim is outsourced to a collection agency. The consumer is informed of this in writing.
- 7.4.6 In addition to the provisions set forth in article 17 paragraph 6 of the General Terms and Conditions, in addition to the statutory interest, the judicial and extrajudicial collection costs are also charged. These costs amount to a minimum of 15% of the relevant amount with a minimum of €48.40.
- 7.4.7 Rounding differences may occur in the invoicing.
- 7.4.8 Annually the consumer receives an annual statement of the care paid by email.

8. Liability (addition to articles 6 paragraph 2 and 14 of the General Terms and Conditions)

- 8.1 During the stay at the toddler care and during outings, the children are secondarily insured for damages inflicted on others: the damages are first recovered from the consumer or via their liability insurance. That is why the consumer must have taken out statutory liability insurance for the family. If the insurer refuses the claim then the claim can be filed with the insurer of Foundation Hero Children's Centres Toddler Care.
- 8.2 Foundation Hero Children's Centres Toddler Care shall not be liable for potential loss of or damage to belongings of the consumer or the child.

9. Complaints procedure (in addition to article 15 of the General Terms and Conditions)

- 9.1 Foundation Hero Children's Centres Toddler Care has an internal complaints procedure. The procedure and the thereto-pertaining improvement form are available at the locations and can be found on the [website](#). A complaint can also be filed digitally via kwaliteit@herokindercentra.nl.
- 9.2 Foundation Hero Children's Centres Toddler Care is also affiliated with the national Childcare Disputes Committee of which the Childcare Complaints Desk is also part. ([see website](#)).

10. Communication

- 10.1 The pedagogical employee is entitled to provide information about the child to the group teacher of the primary school attended by the child, provided that this is in the interest of the child. The degree and the manner that the exchange of information takes place, is outlined in the pedagogical work plan of the toddler care location.
- 10.2 Twice a year the district nurse of the baby clinic attends the toddler care location. If there is reason to discuss a child specifically then the consumer is requested prior consent to discuss the development of the child with the district nurse.
- 10.3 The child observation system KIJK! is used at all toddler care locations as well as the transfer form "Kleine Eigenwijzer" ("*Little Rasca!*"). the consumer has insight into this. To stimulate the transfer, the information from both programs is, after consent of the consumer, supplied digitally to the primary school that the child shall attend.

11. Force majeure

Failures in or closing of the business as a result of force majeure (which is understood to include war, mobilisation, riots, flooding, official decisions, stagnation in respectively restriction or discontinuation of the supplies by public utilities, fire and other accidents, industrial actions, lock-outs, actions of employee organisations that disrupt the normal course of the business operations and that delay the performance of a contract or reasonably render it impossible) shall release Hero Children's Centres from compliance with the performance obligation, without the consumer being able to enforce any right or compensation for costs, damages or interest in connection therewith.

12. Change in Delivery Terms and Conditions

- 12.1 Foundation Hero Children's Centres Toddler Care is authorised to make changes in the Toddler Care Regulations. The changes take effect at the announced time. If no time of entry into force is communicated then the changes take effect in respect of the consumer from the moment that the change has been communicated to them. Foundation Hero Children's Centres Toddler Care makes the Delivery Terms and Conditions Toddler Care available to the consumer together with the placement agreement and the General Childcare Terms and Conditions.
- 12.2 These Delivery Terms and Conditions take effect from the date mentioned on page 1. Previous Delivery Terms and Conditions thus expire.