

## **Delivery Terms and Conditions Foundation Hero Children's Centres**

(also including Foundation Hero Children's Projects)

**Service office: C. van Noordestraat 15, 2033 EC Haarlem**

**Date of entry into force: 1 January 2022**



### **1. Applicability of the delivery terms and conditions**

The delivery terms and conditions include provisions that supplement or expand the General Childcare Terms and Conditions. The delivery terms and conditions and the General Terms and Conditions are applicable to any and all agreements that Hero Children's Centres concludes with a consumer. Placement arrangements with consumers are always confirmed in writing by Hero Children's Centres. Special provisions that differ from the delivery terms and conditions are exclusively applicable if they were included in the placement agreement with the consumer.

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

#### *2.1 Child place full day care (day nursery 51 weeks)*

A full-time child place consists of five full days per week on working days for a period of 51 weeks per calendar year. Purchase is possible from one fixed full day up to five days a week. The care is offered during the regular opening hours of the day nursery and is meant for children aged from 0 to 4.

#### *2.2 Child place regular toddler care (regular toddler care)*

Toddler care from age 2 to 4 is possible at a number of locations. Purchase is possible from two fixed mornings a week. The opening hours and inflow age may differ per location. The offer can be found on the [website](#).

#### *2.3 Child place out-of-school care (out-of-school care all-in)*

A full-time child place consists of five afternoons following the regular end time of the school days (during 40 school weeks a year) and full days during the school holidays (during 11 school-free weeks a year). Purchase is possible from one fixed day up to five days a week. The care is offered during the regular opening hours of the out-of-school care and is meant for children aged 4 and over up to the start of secondary education.

#### *2.4 Child place out-of-school care in the school week package (out-of-school school weeks)*

A full-time child place consists of five afternoons during 40 weeks per calendar year following the regular end time of the school days. Purchase is possible from one fixed day up to five days a week. The care is offered during the regular opening hours of the out-of-school care and is meant for children aged 4 and over up to the start of secondary education.

#### *2.5 Child place out-of-school care in the holiday week package (out-of-school holiday weeks)*

A full-time child place consists of five full days during 11 school holiday weeks per calendar year. Purchase is possible from one full holiday up to five days per school holiday week in conformity with the national holiday division of the Northern region. The care is offered during the regular opening hours of the out-of-school care and is meant for children aged 4 and over up to the start of secondary education.

#### *2.6 Child care out-of-school care before school (out-of-school preschool)*

A full-time child place consists of care on five mornings a week during 40 weeks per calendar year on school days from opening to the start of the school time. This product is offered at a limited number of locations and from one fixed day to five days a week in combination with out-of-school care. The care includes breakfast / transport to the primary school. Parents who in addition to preschool care also purchase out-of-school care during school holiday weeks by means of an all-in package can purchase early care compared to the regular opening time during school holiday weeks. The care is meant for children aged 4 and over up to the start of secondary education.

### 2.7 Out-of-school care on margin days

If the school closes earlier during the school weeks then additional care is offered (also see article 3.6). Guiding principle in this respect is that at least 3 children rely on the additional care. For every day of the week that a child is placed, 1 margin day of 10.5 hours is calculated on a calendar basis. The said hours can be used during a margin day via the exchange balance. The care on closing days of the schools in school weeks is settled in actually purchased hours, in the course of which the closing of the school shall be decisive. In case of an unplaced day, calculation takes place in units of 10.5 or 5.5 hours. In case of multiple or other special closing days (e.g. industrial action days in education), it is examined per situation and in consultation with the childcare centre what care options Hero Children's Centres can offer. It does not go without saying that additional care is offered. It is not possible to use the accrued exchange balance for the care during these multiple or other special closing days. The applicable rate is charged for this.

### 2.8 Opening days

Monday through Friday, with the exception of the generally recognised public holidays (Easter Monday, Ascension Day, Whit Monday, Christmas Day, Boxing Day, New Year's Day, King's Day, and once every 5 years Liberation Day) and the previously established closing days.

### 2.9 Closing days

The closing days are previously established days, not being the generally recognised public holidays, when the childcare centres and the service office are closed. The days between Boxing Day and New Year's Day were established as closing days. This amounts to a maximum of 5 days per calendar year. On the working day prior to Christmas Day the childcare centres close one hour earlier.

## 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 With the offer the consumer is given the opportunity to visit the childcare centre and can schedule an appointment for this.
- 3.3 The response period, as intended in article 5 paragraph 4 of the General Terms and Conditions, was set at 14 days, unless a different period is stipulated with the consumer. If the consumer did not return the signed placement agreement within the response period then the offer is deemed to have lapsed.
- 3.4 The consumer can select from various products (see article 2). A product is selected for the duration of a calendar year (see article 7.4).
- 3.4 Hero Children's Centres shall be bound by signature of the placement agreement. The consumer shall be bound by signature of the placement agreement.
- 3.5 The children are placed at the stipulated care locations and on the stipulated fixed care days in one master group (nursery care) or basic group (out-of-school care), which is, in terms of age composition, in line with them or are placed in another master group (nursery care) or basic group (out-of-school care) of the personal location with prior written consent for certain days / dates during a specific period. Placement at a different location may occur with prior written consent and establishment in the placement agreement.
- 3.6 In derogation from the provisions set forth in article 3.5, Hero Children's Centres shall be entitled to structurally offer the care at a different location on quiet care days (this usually regards Wednesdays and Fridays). This is established in the placement agreement. Structural combinations of master or basic groups are recorded in the Pedagogical Work Plan, after an opinion of the parents' committee. In this respect basic groups and/or locations are incidentally combined or clustered during holiday periods and/or during margin days.

## 4. Placement interview (addition to article 8 of the General Terms and Conditions)

- 4.1 After signature of the agreement, a placement interview takes place at the childcare centre.
- 4.2 During the placement interview the information of the consumer and their child required for the care is discussed and recorded on the digital child card.

- The consumer can personally adjust information via the parent portal. Hero Children's Centres shall handle the data received confidentially, in conformity with the applicable Privacy Regulations.
- 4.3 During the placement interview the consumer is informed of the internal rules applied by Hero Children's Centres and of the manner that advancement to a subsequent age group takes place. The internal rules include the arrangements about the familiarisation of children with the childcare centre.
  - 4.4 The familiarisation period is organised from the date of placement. Payment is due in full and a discount does not apply for the care hours that were not enjoyed during the familiarisation period (see article 9.4 below). The latter also applies if the familiarisation period is extended with consent of the consumer.
  - 4.5 Sometimes photos or video recordings are made of activities with the objective of informing the consumer of their child via the parent portal in conformity with the applicable protocol for photo and video recordings. During the placement interview the consumer is requested to give consent to this. The said consent is recorded on the digital child card. The consumer also has the possibility of giving consent that Hero Children's Centres can use the said photo material, as the occasion arises and in case of suitability, by way of illustration for promotional material, website and/or social media. In case of significant canvassing or promotional campaigns, the consumer is requested to give consent separately.
  - 4.6 Video Work Counselling (VWC) and Video Interactive Counselling (VIC) are used at the childcare centres in order to support the pedagogic working method of the employees. The interaction with the children is discussed via video recordings. The video recordings are exclusively used internally for teaching purposes of the employees and are erased after use.

## **5. The services (in addition to articles 8 and 11 of the General Terms and Conditions)**

- 5.1 The consumer shall be responsible for the child, when taking their child to the childcare centre, up to the moment that the consumer transferred the child to the group management and leaves the group. Hero Children's Centres shall be responsible for the child up to the moment that the consumer picks up their child at the childcare centre and the group management transferred the child to the consumer. The child can only be picked up at the childcare centre by a person other than the consumer with consent of the consumer. The consumer must inform the group management accordingly in advance by telephone and/or via the parent portal.
- 5.2 Hero Children's Centres shall be responsible for the child from the moment that the child is picked up at school or - if the child goes to the out-of-school care of their own volition - from arrival at the out-of-school care up to the moment that the consumer pick up their child from the care and the group management transferred the child to the consumer. In case of out-of-school care, the child is picked up from school by Hero Children's Centres and taken to the out-of-school care, unless it was stipulated in writing with the consumer that the child can autonomously go to the out-of-school care. The child is picked up from school on foot, by bicycle or by bus by various employees of Hero Children's Centres or trainees. Through signature of the placement agreement the consumer gives consent to this. Picking up from school is understood as from the school building where the child habitually receives the education. The child must be picked up from the out-of-school care by the consumer, unless another person picks up their child with consent of the consumer. If the child can autonomously go home then the consumer must give written consent to this. The child signs out with the pedagogical employee.
- 5.3 Through the conclusion of the agreement with Hero Children's Centres, the consumer expressly gives consent to outings outside the day nursery or the out-of-school care under the supervision of pedagogical employees, drivers and/or trainees.
- 5.4 Hero Children's Centres applies the guidelines of the Municipal Health Service (GGD) when assessing as to whether a placed child cannot rely on the care. In case of doubt or a difference of opinion with the consumer, Hero Children's Centres can request the Municipal Health Service for an opinion.

- 5.5 In the event that Hero Children's Centres offers out-of-school care in a school building with substantive cooperation with group teachers of the school, it may occur that information about children is exchanged between the pedagogical employee and the group teacher, 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 relevant childcare centre.
- 5.6 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. Term of the agreement (addition to article 9 of the General Terms and Conditions)

- 6.1 The nursery and toddler placement agreement remains in force up to the fourth birthday of the child. The consumer does not need to terminate the agreement. When children do not immediately advance to primary school when they turn four, it is possible to request an extension of the childcare in writing. A consumer who intends to rely on this possibility can submit a corresponding request to the Placement Department, at the latest at the moment that the child is 3 years and 3 months old. Extension after the fourth birthday is not guaranteed. In the event of a different date of termination, the consumer must personally give written notice of termination.
- 6.2 The out-of-school placement agreement remains in force up to the 13th birthday of the child. This is merely indicative on account of the fact that Hero Children's Centres is not familiar with the age when a child leaves primary school for secondary education. The consumer must personally give written notice of termination of the out-of-school placement agreement.

## 7. Termination or change of the agreement (addition to article 10 of the General Terms and Conditions)

- 7.1 Each party can always terminate the awarded contract through a written notice of termination, in consideration of a notice period of at least one month. Judicial intervention is not required for this.
- 7.2 Changes in placement days or location must be requested by the consumer by email to the Placement Department.
- 7.3 A notice period of one month applies to a reduction of the number of placement units.
- 7.4 The consumer selects a product for the duration of a calendar year. Change of a package is possible annually on 1 January after a written request of the consumer to the Placement Department. The request for a change must at the latest have been submitted on 30 November. The transition from the childcare centre to the out-of-school care can take place at any time, in consideration of the notice period.
- 7.5 It is not allowed to terminate the out-of-school all-in package placement agreement just for the months of July and August in order to subsequently conclude a new all-in or school week package placement agreement from September again. This represents improper use of the products of the out-of-school placement.
- 7.6 After receipt of the email or the change form, a decision is reached on the requested change within 14 days. Hero Children's Centres is not held to agree with the requested change. Hero Children's Centres shall only be bound after written confirmation of the change.
- 7.7 In case of bankruptcy, suspension of payment or if an administrator is, in pursuance of a statutory provision, appointed for the consumer, this agreement shall be rescinded with immediate effect without any form of notice to be observed by the parties.
- 7.8 A compelling reason for Hero Children's Centres to terminate the placement agreement with immediate effect shall in any case also be relevant in the event of such distorted relationship between the consumer, on the one hand, and (the staff of) the childcare centre, on the other hand, also including recurring and/or serious violation of the internal rules of Hero Children's Centres, that continuation of the childcare can reasonably no longer be required of Hero Children's Centres. The internal rules are available on the [website](#).

- 7.9 A notice period is not applicable 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 Childcare Industry Disputes Committee (also see article 13).

#### **8. Cancellation of the agreement (addition to article 7 of the General Terms and Conditions)**

- 8.1 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.
- 8.2 If the consumer cancels the agreement in full earlier than 1 month prior to the stipulated placement date then the consumer shall be liable to pay cancellation costs equal to the amount payable for 1 month, up to a maximum of €75.00.
- 8.3 If the consumer partly cancels the agreement earlier than 1 month prior to the stipulated placement date then the consumer shall be liable to pay €25.00 on account of cancellation costs.
- 8.4 Cancellation must take place in writing or by email. The registration of receipt by Hero Children's Centres determines the date of cancellation.

#### **9. The price and price changes (addition to article 16 of the General Terms and Conditions)**

- 9.1 A price sheet is sent with the placement agreement with the then applicable rate for the placement. The rate is exclusive of costs of dietary food and medication.
- 9.2 The applicable hourly rate is based on the annual rate. The said annual rate is payable in 12 equal instalments. The rates for the products as intended in article 2 can be found on the [website](#).
- 9.3 The annual price for the out-of-school care is revised during the calendar year if a school implements new end times in the interim.
- 9.4 Payment is due in full in periods that the child is, for any reason whatsoever, not relying on the placement. Payment is equally due for placement hours that were not enjoyed during the familiarisation period after the date of placement (see article 4.4) and for days that the locations are closed (see article 2.9). The price determination takes the closing days into account.
- 9.5 Barring during the Christmas break, additional care during the school holidays or on additional full or half closing days of the schools during school weeks can be purchased. Additional care during the school holidays can only be purchased in units of full or half days.
- 9.6 If a child has been absent from the centre for more than two months then at the written request of the consumer the costs can be deducted from the payment due. This regards the costs that Hero Children's Centres saves from the second month of absence on food and care.
- 9.7 In derogation from the provisions set forth in article 16 paragraph 2 of the General Terms and Conditions, within 3 months after the date that a placement agreement has been concluded, the price can be revised in consideration of the provisions set forth in article 8 of these delivery terms and conditions.
- 9.8 The new rates for the coming calendar year are communicated to the consumer at the latest one calendar month plus one week after announcement of the date of entry into force.

#### **10. The payment and/or late payment (addition to article 17 of the General Terms and Conditions)**

- 10.1 The consumer is held to pay the amount due for the stipulated placement days in advance to Hero Children's Centres.
- 10.2 The invoice is sent to the consumer digitally by Hero Children's Centres at the latest in the last week of the month.
- 10.3 The payment takes place by direct debit in the last week of the month. A different payment method can be stipulated in writing for payments from an organisation for the benefit of a placed child.

- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 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.
- 10.8 Annually the consumer receives an annual statement of the care paid by email.

### **11. Exchange balance and additional days**

- 11.1 Hero Children's Centres uses an exchange balance. The exchange balance is a service and not a right. The exchange balance can be accrued by making use of the parent portal. The balance is accrued when the consumer cancels the regular placement days(s) of the child at least 4 days in advance via the parent portal.
- 11.2 If a public holiday falls on a purchased placement day then this shall automatically result in a balance.
- 11.3 The exchange balance is available for 6 months, calculated from 4 days prior to the cancelled day in the parent portal. After the said 6 months the exchange balance expires.
- 11.4 The exchange balance is child and agreement bound and not transferable. The exchange balance is bound to the type of placement of the child, is valid for the location(s) where the child has been placed, and is valid during the contract term. Payment of the exchange balance does not take place.
- 11.5 Incidental placement days are allocated on the basis of availability. Rights cannot be derived from the exchange balance.
- 11.6 The balance can only be used when the balance consists of sufficient hours. Additional placement days partly from the balance and the remainder against additional payment is not possible.
- 11.7 If the consumer requested incidental childcare and it has been confirmed by Hero Children's Centres then it can no longer be cancelled. The consumer shall remain liable to pay the costs for the incidental childcare. Cancellation of incidental childcare days (purchased via the exchange balance) do not result in a restitution of the said balance.
- 11.8 It is not possible to use an accrued exchange balance for the childcare during special closing days (e.g. industrial action days in education).

### **12. Liability (addition to article 8 paragraph h of the General Terms and Conditions)**

- 12.1 Hero Children's Centres took out insurance to cover its liability as owner / operator of childcare centres and the liability of its employees for damages inflicted on third parties and their belongings. The said insurance offers cover up to an amount of at most €2,500,000.00 per event and an amount of at most €5,000,000.00 per insurance year.
- 12.2 Barring in instances of intent or gross negligence, to be evidenced by the consumer, Hero Children's Centres shall not bear any liability whatsoever for any damages, by any name and due to any cause whatsoever, to the extent that the said damages are not covered by the liability insurance of Hero Children's Centres.

- 12.3 The consumer is held to hold Hero Children's Centres harmless for and to indemnify it against any and all claims for compensation that third parties file in respect of Hero Children's Centres in respect of damages inflicted by the consumer or their child(ren). To this end the consumer took out family liability insurance.
- 12.4 If a placement contract is awarded by two or more natural persons or legal entities then the said persons or entities are all jointly and severally liable for complete compliance with the obligations that derive from this agreement.
- 12.5 Any and all necessary incidental costs, including costs in case of sickness, that Hero Children's Centres must incur for the placed child are at the expense of the consumer.

### **13. Complaints procedure (in addition to articles 19 and 20 of the General Terms and Conditions)**

- 13.1 Hero Children's Centres has an internal complaints procedure. The procedure and the thereto-pertaining improvement form can be filled in via the [website](#).
- 13.2 Hero Children's Centres is also affiliated with the national Childcare and Playschool Disputes Committee of which the Childcare Complaints Desk is also part. Information about this is available on the [website](#).

### **14. Communication**

- 14.1 The office and the locations of Hero Children's Centres communicate with its consumers both orally and in writing. The name and address information, telephone numbers and email addresses specified by the consumers are used for this. This regards non-commercial information. The information of consumers shall never be made available to third parties.
- 14.2 According to the legislator, the organisation is subject to a duty to provide information in respect of the consumers, also if they are not encumbered with the parental authority. This implies that the consumer who is consequently not encumbered with the parental authority is, however, entitled to information about the child but cannot join in decisions. The organisation has an agreement with one consumer or with both consumers. At the moment that they divorce / are divorced, there is only one agreement with one consumer, however the duty to provide information to both consumers shall remain in full force and effect, unless the court rules otherwise. It is not up to the consumer, with whom the agreement was concluded, to decide on this independently.

### **15. Force majeure**

- 15.1 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.

### **16. Change in delivery terms and conditions**

- 16.1 Hero Children's Centres is authorised to make changes in the delivery terms and conditions. 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. The consumer is informed by email and via the website of the changes and the date of entry into force.
- 16.2 These delivery terms and conditions take effect from the date mentioned on page 1. Previous delivery terms and conditions thus expire.

## Appendix Delivery Terms and Conditions Foundation Hero Children's Centres

### meant for the regular toddler placement locations and out-of-school plus location

Regular toddler placement locations of Foundation Hero Children's Centres that do not care for early childhood education target groups and the out-of-school plus location supply services in conformity with the delivery terms and conditions of Foundation Hero Children's Centres. Below exceptions to the delivery terms and conditions for the said care locations are mentioned.

#### 2.7 *Out-of-school care on margin days*

In case of margin days, multiple or other special closing days (e.g. industrial action days in education) it is examined per situation and in consultation with the childcare centres what care options the out-of-school plus location of Hero Children's Centres can offer. It does not go without saying that additional care is offered. It is not possible to use the accrued exchange balance for the care during multiple or other special closing days.

#### 2.8 *Opening days*

Guiding principle is an opening time that is best in line with the opening hours of the cooperating primary schools, that the toddler care is open 40 weeks and the out-of-school plus 48 weeks (40 school weeks, 8 holiday weeks and 3 weeks closed during the summer holiday).

#### 2.9 *Closing days*

The weeks of closing and closing on generally recognised public holidays are, as much as possible, geared to that 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 locations are always closed. Closing or opening on Good Friday is determined annually. The closing days are communicated annually well in advance.

#### 11. *Exchange balance and additional days*

An exchange balance is not applicable to toddler care when placement days are cancelled. Nor is it possible to purchase additional days.