

Stichting Hero kindercentra terms and conditions

(also including Stichting Hero kinderprojecten)

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

Date of coming into effect: 1 January 2023



1. Applicability of the service terms and conditions

The service terms and conditions include terms to supplement or expand the Standard Terms and Conditions for Childcare. The service terms and conditions and the Standard Terms and Conditions apply to all agreements that Hero kindercentra makes with a consumer. Placement agreements with consumers are always confirmed in writing by Hero kindercentra. Special terms differing from the service terms and conditions apply only if they are included in the placement contract with the consumer.

2. Product range (supplement to Article 5 of the Standard Terms and Conditions)

2.1 Child's place full nursery care (NDC 51 weeks)

A full-time child's place consists of five full days per week on weekdays for 51 weeks per calendar year. Consumers can choose from one fixed full day to five days per week. Care is offered during the NDC centre's normal opening hours and is intended for children aged 0 to 4 years.

2.2 Child's place regular toddler care (regular toddler care)

Toddler care from two up to four years old is possible at a number of toddler care locations. Consumers can choose for two daily sessions of four hours per week. The opening hours and admission age may vary by site. You will find details of the product range on the [website](#).

2.3 Child place with after-school care (ASC all-in)

A full-time child's place consists of five afternoons immediately following the normal finishing time of school days (for 40 school weeks per year) and the entire day during school holidays (for 11 school holiday weeks per year). Consumers can choose from one fixed day to five days per week. Care is offered during the ASC centre's regular opening hours and is intended for children from 4 years old until secondary school education begins.

2.4 Child place with after-school care in the school week package (BSO school weeks)

A full-time child place consists of five afternoons for 40 weeks per calendar year immediately following the normal finishing time of school days. Consumers can choose from one fixed day to five days per week. Care is offered during the ASC centre's regular opening hours and is intended for children from 4 years old until secondary school education begins.

2.5 Child place with after-school care in the holiday week package (ASC holiday weeks)

A full-time child's place consists of five full days during 11 school holiday weeks per calendar year. Consumers can choose from one full holiday day to five days per school holiday week in accordance with the national holiday allocation of the Noord region. Care is offered during the ASC centre's regular opening hours and is intended for children from 4 years old until secondary school education begins.

2.6 Child place with out-of-school care before school (ASC before school)

A full time child's place consists of care for five mornings per week for 40 weeks per calendar year on school days from the centre's opening time to the school starting time. This product is offered at a limited number of sites and from one fixed day to five days per week in combination with ASC. Care includes breakfast/transport to the primary school. Parents who choose after-school care during school holiday weeks as well as before school care by means of an all-in package may choose early care with regard to the normal opening hours during school holiday weeks. Care is intended for children from 4 years old until secondary school education begins.

2.7 After-school care on Inset (in-service training) days

If the school closes earlier during school weeks, additional care is offered (see also Article 3.6). The assumption here is that a minimum of 3 children make use of the additional care. Parents indicate via the parents' portal at the latest one week in advance whether their child wants to use the Inset day. 1 Inset day of 10.5 hours is taken into account per calendar year for each day that a child is placed. These hours can be deployed during an Inset day via the Inset balance. Care on days when the school is closed during school weeks is accounted for in hours actually taken up, with the school closure being the deciding factor. In the event of several or other special closure days (for instance strike days in education), depending on the situation and in consultation with the children's centre, consideration will be given to the care options that Hero Kindercentra can offer. The offer of additional care is not guaranteed. It is possible to use the Inset balance for the care during these several or other special closure days. If the Inset balance hours have been used then the applicable rate is charged for the other additional care hours.

2.8 Days open

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

2.9 Closure days

The closure days are predetermined days, other than the generally recognised public holidays, on which the children's centres and the service office are closed. The days between Boxing Day and New Year's Day are specified as closure days. There are a maximum of 5 days per calendar year. These days are not taken into account. The children's centres close one hour earlier on the working day before Christmas Day.

3. The offer (supplement to Article 5 of the Standard Terms and Conditions)

- 3.1 A place is offered subject to the placement and precedence rules set down in the Placement Policy (see [website](#)).
- 3.2 With the offer, the consumer is given an opportunity to visit the children's centre and may make an appointment to do this.
- 3.3 The response time referred to in Article 5 Para. 4 of the Standard Terms and Conditions is specified as 14 days unless another period is agreed with the consumer. If the consumer has not returned the signed placement agreement within the response time, the offer will be deemed to have lapsed.
- 3.4 The consumer may choose between various products (see Article 2). A product is chosen for a period of one calendar year (see Article 7.4).
- 3.4 Hero Kindercentra is bound by signing the placement agreement. The consumer is bound by signing the placement agreement.
- 3.5 The children are placed with the agreed care site and on the agreed fixed care days in a core group (NDC) or basic group (ASC) that matches their age composition or are placed in one other core group (NDC) or basic group (ASC) of the personal location with prior written consent for a specific day / days in a certain period. Placement at another location can occur with prior written consent and establishment in the placement agreement.
- 3.6 As a variation to the terms of Article 3.5, on quiet care days (mostly Wednesdays and Fridays), Hero Kindercentra is entitled to structurally offer the care at another location. This is established in the placement agreement. Structural combinations of core or basic groups are described in the teaching work plan, after advice of the parent committee. In this respect, during holiday periods and/or during Inset days at the ASC basic groups receive care in a cross-location manner.

4. Placement interview (supplement to Article 8 of the Standard Terms and Conditions)

- 4.1 The placement interview will be held at the children's centre after the agreement has been signed.
- 4.2 During the placement interview, the required details concerning the consumer and his/her child are discussed and recorded on the digital child card. The consumer can amend the details himself/herself via the parents' portal. Hero kindercentra will treat the data received as confidential in accordance with the applicable privacy regulations.
- 4.3 During the placement interview, the consumer is informed about the company rules that Hero kindercentra applies and about the way in which the transfer to a subsequent age group is dealt with. The company rules include the points agreed about familiarising children with the children's centre.
- 4.4 The familiarisation period is arranged following the placement interview. Payment is due in full and no discount takes place for the care hours that were not enjoyed during the familiarisation period (see below, article 9.4). This last point also applies if the familiarisation period is extended with the consumer's agreement.
- 4.5 Photos or video recordings are sometimes taken of activities for the purpose of informing the consumer about his/her child via the parents' portal in accordance with the applicable protocol on taking photos and video recordings. The consumer is asked for consent to this in the placement interview. This consent is recorded on the digital child card. The consumer also has the option of giving consent to Hero kindercentra to use this photographic material occasionally and when appropriate to illustrate promotion material, website and/or social media. The consumer will be asked for separate consent in the event of major advertising or promotion campaigns.
- 4.6 Video Work Support and Video Interaction Support are used in the children's centres to support the teaching work of the staff. Interaction with the children is discussed via video recordings. The video recordings are only used internally for staff teaching purposes and are deleted after use.

5. The service provision (supplement to Articles 8 and 11 of the Standard Terms and Conditions)

- 5.1 When bringing his/her child to the children's centre, the consumer is responsible for the child until the moment when the consumer has transferred the child to the group leader and left the group. Hero kindercentra is responsible for the child until the moment when the consumer collects his/her child from the children's centre and the group leader has transferred the child to the consumer. Collection of the child from the children's centre by a person other than the consumer may only occur with the consumer's consent. The consumer must inform the group leader of this in advance by telephone and/or via the parents' portal.
- 5.2 Hero kindercentra is responsible for the child from the moment when the child is collected from school or, if the child makes his/her own way to the after-school care centre, the child arrives at the after-school care centre until the moment when the consumer collects his/her child from the care centre and the group leader has transferred the child to the consumer. With ASC, the child is collected by Hero kindercentra from school and taken to the ASC centre unless it has been agreed in writing with the consumer that the child may make his/her own way to the ASC centre. Collection from school may be on foot, by bicycle or by bus by various employees of Hero kindercentra or trainees. The consumer consents to this by signing the placement agreement.
By collection from school is meant: the school building where the child normally receives his/her education. The child must be collected by the consumer from the after-school care centre unless the child is collected by another person with the consumer's consent. If the child may make his/her own way home, the consumer must consent to this in writing. The child informs the teaching staff member that he/she is leaving.
- 5.3 By entering into the agreement with Hero kindercentra, the consumer gives explicit consent for outings from the NDC or ASC centre accompanied by teaching staff, drivers and/or trainees.

- 5.4 Hero kindercentra applies the GGD (Municipal Health Service) guidelines when assessing whether a placed child may not make use of the care. If there is any doubt or if there is a difference of opinion with the consumer, Hero kindercentra may seek the advice of the GGD.
- 5.5 In the event that Hero kindercentra offers ASC in a school building where there is collaboration on content with group teaching staff with the school, it may be that information about children is exchanged between a teaching staff member and a group teaching staff member in the child's interests. The extent to which and the way in which the information transfer occurs is set down in the teaching work plan of the children's centre concerned.
- 5.6 If there is a suspicion of domestic violence or abuse of the child, the wettelijke Meldcode Huiselijk Geweld en Kindermishandeling (statutory Reporting Code on Domestic Violence and Child Abuse) comes into play. (See [website](#)).

6. Duration of the agreement (supplement to Article 9 of the Standard Terms and Conditions)

- 6.1 The agreement concerning the nursery care and toddler care will apply until the child's fourth birthday. The consumer does not need to terminate the agreement. If, upon reaching the age of four, children do not immediately enrol with a primary school then it is possible to request an extension of the nursery care in writing. A consumer wishing to exercise this option can request this from the customer advice and planning department as soon as the child reaches the age of 3 years and 3 months at the latest. Extension after the fourth birthday is not guaranteed. If the consumer would like a different termination date, however, the consumer must personally give written notice of termination.
- 6.2 The agreement concerning the after-school care will apply until the child's 13th birthday. This is only indicative because Hero kindercentra does not know the age at which a child will leave primary school for his/her secondary education. However, the consumer must personally give written notice of termination of the placement agreement for the ASC.

7. Ending or amendment of the agreement (supplement to Article 10 of the Standard Terms and Conditions)

- 7.1 Each party can always terminate the awarded contract by giving written notice, in observance of a notice period of at least one month. Legal intervention is not required for this.
- 7.2 Amendment of the placement days or site must be requested by the consumer by email to the customer advice and planning department.
- 7.3 A notice period of one month applies to a reduction in the number of placement units.
- 7.4 The consumer chooses a product for a period of one calendar year. Amendment of a package is possible as at 1 January each year following a written request by the consumer to the customer advice and planning department. The request for amendment must be submitted by 30 November at the latest. The transfer from nursery care to after-school care may be done at any desired time, observing the notice period.
- 7.5 It is not permitted to terminate the placement agreement for the ASC all-in package solely for the months of July and August and then from September onwards to enter into a new placement agreement for an all-in or school weeks package. That would be improper use of the products of after-school care.
- 7.6 A final answer regarding the requested amendment will be given within 14 days following receipt of the email or the amendment form. Hero kindercentra is not obliged to consent to the requested amendment. Hero kindercentra is not bound until written confirmation of the amendment.
- 7.7 In the event of insolvency or suspension of payment or if on the basis of any legal provision an administrator is appointed for the consumer, this agreement will be cancelled by the parties with immediate effect without any form of termination.
- 7.8 Good reason for Hero kindercentra to cancel the placement agreement with immediate effect also applies in any case in the event of a disrupted relationship between the consumer on the one hand and (the staff of) the children's centre on the other hand, which also includes repeated and/or serious breach of Hero kindercentra's company rules, in such a way that the continuation of the childcare can no longer be reasonably expected of Hero kindercentra. The

internal rules can be found on the [website](#). A good reason also includes if the placement of the child represents a threat/risk/burden to the child himself/herself, to the other children present or to Hero kindercentra's staff.

- 7.9 No notice period applies to the consumer if the consumer has a complaint about the quality of the care and this complaint is declared by the Geschillencommissie Kinderopvang (Childcare Disputes Committee) to be justified (see also Article 13).

8. Cancellation of the agreement (supplement to Article 7 of the Standard Terms and Conditions)

- 8.1 If the consumer cancels the agreement within one month before the agreed placement date, the consumer is liable for cancellation charges. The level of the cancellation charges is equal to the payment due for one month.
- 8.2 If the consumer cancels the entire agreement earlier than 1 month before the agreed placement date, the consumer is liable for cancellation charges equal to the payment due for 1 month subject to a maximum of € 75.00.
- 8.3 If the consumer partially cancels the agreement within one month before the agreed placement date, the consumer is liable for cancellation charges of € 25.00.
- 8.4 Cancellation must be communicated in writing or by email. The record of receipt by Hero kindercentra determines the cancellation date.

9. The price and price changes (supplement to Article 16 of the Standard Terms and Conditions)

- 9.1 The price schedule showing the price for the care applicable at that time is sent along with the placement agreement. The rate excludes the cost of special diets and medicines.
- 9.2 The applicable hourly rate is based on the annual price. This annual price is due in 12 equal monthly instalments. The rates for the products referred to in Article 2 can be found on the [website](#).
- 9.3 During the calendar year, the annual price for the ASC will be adjusted if a school introduces new finishing times in the meantime.
- 9.4 Payment is due in full in periods in which the child for whatever reason does not use the care. Payment is also due for the care hours not used during the familiarisation period after the placement date (see Art. 4.4) and for the days on which the sites are closed (see Art. 2.9). The closing dates are taken into account in determining the prices.
- 9.5 Except during the Christmas closure, additional care during the school holidays or on additional full or half closure days of the schools during school weeks may be used. Additional care in the school holidays is only taken in full or half days.
- 9.6 If a child is absent from the care centre for longer than two months, upon the consumer's written request the charges may be deducted from the payment due. This relates to the charges that Hero kindercentra saves on food and care from the second month of absence onwards.
- 9.7 As a variation to the provisions of Article 16 Para. 2 of the Standard Terms and Conditions, within 3 months following the date on which a placement agreement was made, the price may be amended taking into account the provisions of Article 8 of these service terms and conditions.
- 9.8 The new rates for the coming calendar year are notified to the consumer one calendar month, extended by one week after notification, at the latest before they come into effect.

10. The payment or late payment (supplement to Article 17 of the Standard Terms and Conditions)

- 10.1 The consumer is obliged to make the payment due monthly in advance to Hero kindercentra for the agreed care days.
- 10.2 The invoice will be sent digitally by Hero kindercentra to the consumer in the last week of the month at the latest.

- 10.3 Payment will be taken by automatic collection in the last week of the month. Another payment method may be agreed in writing for payments from an organisation on behalf of a placed child.
- 10.4 If automatic collection has failed, collection will be attempted again within two weeks. The consumer must ensure that there is sufficient money available in the bank account in the last week of the month or the following week.
- 10.5 As a supplement to the provisions of Article 17 Para. 4 of the Standard Terms and Conditions, the following applies: If after the second attempt at collection the payment due has not been received by Hero kindercentra, the consumer will receive a reminder with an option to still fulfil the duty to pay within two weeks, with the warning that in the event of default the agreement may be cancelled and the debt may be handed over to a collection agency.
- 10.6 If payment has still not been received after the expiry of these two weeks, the debt will be handed over to a collection agency. The consumer will be informed of this in writing.
- 10.7 As a supplement to the provisions of Article 17 Para. 6 of the Standard Terms and Conditions, the legal and out-of-court collection costs will be charged in addition to the statutory interest. These charges come to at least 15% of the amount concerned with a minimum of € 48.40.
- 10.8 The consumer will receive an annual statement for the care paid for by email.

11. Public Holiday Service

- 11.1 A Public Holiday Service is used within Hero kindercentra. If a contractually purchased day falls on a closed public holiday then the consumer receives the missed care hours as a balance in the Public Holiday Service of the parents' portal. Rights cannot be derived from this service.
- 11.2 The Public Holiday Service is tied to the child and to the contract and is not transferable. It is tied to the child's care site, is valid for the site(s) where the child is placed and is valid during the calendar year. A refund for expired balance is not possible.
- 11.3 The Public Holiday Service can only be used via the parents' portal and/or the parent app.
- 11.4 The request for incidental care days for which the public holiday balance is used, are allocated on the basis of availability in terms of number of children and available staff. Hero kindercentra does not deploy additional staff for these requests.
- 11.5 If the consumer has requested an incidental care day and this has been confirmed by Hero kindercentra and settled with the public holiday balance then it can no longer be cancelled.

12. Liability (supplement to Article 8 Para. h of the Standard Terms and Conditions)

- 12.1 Hero kindercentra has taken out insurance to cover its liability as the owner/operator of children's care centres and its employees' liability for harm/damage done to third parties and their property. This insurance offers cover up to a maximum amount of € 2,500,000.00 per event and a maximum amount of € 5,000,000.00 per insurance year.
- 12.2 Except in cases of deliberate act or gross negligence which is to be evidenced by the consumer, Hero kindercentra bears no liability whatsoever for any damage or loss, whatever it is called and however it is caused, in so far as this damage or loss is not covered by Hero kindercentra's liability insurance.
- 12.3 The consumer is obliged to indemnify Hero kindercentra against all liability for and to release it from all compensation claims that third parties make against Hero kindercentra regarding damage or loss caused by the consumer himself/herself or his/her child(ren). To cover this the consumer has taken out family liability insurance.
- 12.4 If an order for placement on the account of two or more natural or legal persons is placed, these persons are jointly and severally liable for the complete fulfilment of the obligation arising from this agreement.
- 12.5 All necessary incidental costs, including costs in the event of illness, which Hero kindercentra must pay for the child cared for are to be borne by the consumer.

13. Complaints procedure (supplement to Articles 19 and 20 of the Standard Terms and Conditions)

- 13.1 Hero kindercentra has an internal complaints procedure. The procedure and the associates improvement form are to be filled in on the [website](#).
- 13.2 Hero kindercentra is also a member of the national Childcare and Kindergarten Disputes Committee, with which the Klachtenloket Kinderopvang (Childcare Complaints Desk) is also associated. Information about this is available on the [website](#).

14. Communication

- 14.1 Hero kindercentra's office and sites communicate both orally and in writing with their consumers. Address details, telephone numbers and email addresses provided by consumers are used for this. This concerns non-commercial information. Consumers' data are never passed to third parties.
- 14.2 According to the law, the organisation has a duty to inform consumers even if the latter are not entrusted with the authority. This means that the consumer who is therefore not entrusted with the authority nevertheless is entitled to information about the child but may not participate in decision-making. The organisation has an agreement with one consumer or both consumers. On the date when they divorce/if they are already divorced, there is only an agreement with one consumer but the duty to inform both consumers still persists although the court may decide otherwise. It is not up to the consumer with whom the agreement has been made to decide this for himself/herself.

15. Force majeure

- 15.1 Disturbances to or closures of the business as a result of force majeure (where the following, among others, shall be deemed as such: war, mobilisation, riot, flood, government decisions, slowdown or restriction of or termination of supply by public utility companies, fire and other accidents, strikes, lockouts, the intervention of employee organisations that disturb normal business operations and delay the fulfilment of an order or make it impossible to fulfil by reasonable means) release Hero kindercentra from observance of the duty of fulfilment without the customer acquiring any right or any claim to reimbursement of costs, losses or interest on this basis.

16. Amendment of service terms and conditions

- 16.1 Hero kindercentra is entitled to make amendments to the service terms and conditions. The amendments come into effect on the announced date. If no date for their coming into effect is notified, the amendments come into effect vis a vis the consumer from the date when he was notified of the amendment. The consumer will be informed by email and via the website about the amendments and the date when they come into effect.
- 16.2 These service terms and conditions come into effect as per the date shown on Page 1. Any previous service terms and conditions hereby lapse.

Appendix to Stichting Hero kindercentra terms and conditions intended for regular toddler care sites and ASC+ location

Regular toddler care locations of Stichting Hero kindercentra's toddler sites that do not care for any VVE (pre- and early school education) and the ASC+ location target group children provide services in accordance with Stichting Hero kindercentra's service terms and conditions. Exceptions to the service terms and conditions for these care sites are shown below.

2.7 After-school care on Inset (in-service training) days

In the event of Inset days, several or other special closure days (for instance strike days in education), depending on the situation and in consultation with the children's centre, consideration will be given to the care options that the ASC+ location of Hero kindercentra can offer. The offer of additional care is not guaranteed. It is not possible to use the Inset balance for the care during several or other special closure days.

2.8 Days open

The assumption is opening times that are as closely coordinated as possible with the opening times of the collaborating primary schools and that the toddler care site is open 40 and the ASC+ 48 weeks (40 school weeks, 8 holiday weeks, and 3 weeks closed during the summer holiday).

2.9 Closure days

The closure weeks and closure during generally recognised public holidays are coordinated as closely as possible with those of the collaborating primary schools. During school holidays in primary education, on the generally recognised public holidays, the Friday after Ascension Day and between Christmas and New Year's Day, all the toddler care sites are closed for the whole time. The regular toddler care location is open on Good Friday. The closure days are communicated annually well in advance.

11. Public holiday service and additional days

A public holiday service is not applicable to toddler care. It is not possible to take additional days.