



Service terms and conditions **Stichting Hero kindercentra Peuteropvang**

Service centre: C. van Noordestraat 15, 2033 EC Haarlem
Date of coming into effect: 01 January 2024

hero
kindercentra

1. Applicability of the Service Terms and Conditions

The Toddler Care Service Terms and Conditions supplement the Standard Terms and Conditions for Childcare and form part of the placement agreement. The link to the Toddler Care Service Terms and Conditions and the Standard Terms and Conditions is enclosed with the placement agreement. With the acceptance of the placement offer, consent is given to the application of the Toddler Care Service Terms and Conditions and the [Standard Terms and Conditions](#). Stichting Hero kindercentra Peuteropvang is part of the Stichting Hero kindercentra based at C. van Noordestraat 15 in Haarlem.

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

2.1 *Toddler care for VVE (pre- and early school) target group children*

Children are placed with a VVE toddler care site for 4 part-days of 4 hours during school weeks if they are 2.5 years old. Placement for fewer part-days is possible in exceptional cases.

2.2 *Toddler care for non-target group children at VVE sites*

Children are placed with a VVE toddler care site for 2 part-days of 4 hours during school weeks if they are 2.5 years old. If a consumer wishes to take up more part-days or wishes to do so for a toddler from as early as 2 years old, this is possible provided that the consumer has paid the full rate and there is no waiting list.

2.3 *Days open and closed*

The days open/opening hours and closure days may vary by toddler care site.

The assumption is opening hours that are coordinated as closely as possible with the opening hours of the local primary school and that the toddler care site is open 40 weeks a year, with the closure weeks and closure during generally recognised public holidays being coordinated as closely as possible with those of the collaborating primary schools.

During primary school holidays, 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. Closing or opening on Good Friday is determined annually. The closure days are communicated annually well in advance.

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 The consumer will receive a placement offer with attachments about two months before a possible placement date.

3.3 If placement is not yet possible on the placement date desired by the consumer, the consumer will remain on the waiting list and will be informed as soon as a placement is possible.

3.4 If possible, an alternative placement offer will be made.

3.5 If the consumer accepts the placement offer, the consumer returns the placement agreement as accepted within the stated period. By accepting the placement agreement, the consumer also consents to the content of these service terms and conditions and to payment of the consumer's contribution via automatic collection and the agreement has been entered into. The right of withdrawal is applicable in this respect.

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

4.1 After signature of the agreement, the consumer and the child are invited by the toddler care site to a placement meeting. This meeting is held at the site.

4.2 If desired, familiarisation agreements are made within the contract period.

4.3 During the placement meeting, the consumer is informed about the points agreed regarding the toddler care site such as the times for bringing and collecting the child. The consumer

must observe the points agreed. Stichting Hero kindercentra Peuteropvang is entitled to amend the points agreed. The consumer is informed of such amendments.

- 4.4 Stichting Hero kindercentra Peuteropvang will treat the data received confidentially in accordance with the privacy declaration published on the [website](#).

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

- 5.1 (Earlier) collection of the child from the toddler care site by a person other than the consumer may only occur with the consumer's consent. The consumer must inform the teaching staff of this in advance. Children may in no circumstances make their own way home.
- 5.2 The absence of a child for any reason whatsoever, as a result of which the child does not use the toddler care, will be reported by the consumer via the Parent App/portal or by telephone prior to the day of the care. The consumer retains the right to undo the cancelled contract day, prior to the day of care, and to rely on the contract day.
- 5.3 Photos or video recordings are sometimes taken during activities for the purpose of informing the consumer about his/her child(ren). The organisation also uses photographic and video material to illustrate folders, posters, annual reports, press releases, the website and social media if the consumer gives consent to this in the placement meeting and this has been recorded in the parents' portal. The consumer will be asked for separate consent in the event of major advertising or promotion campaigns.
- 5.4 In order to support the teaching work of the teaching staff, VIS (Video Interaction support) is used annually at all toddler care sites. A 5-minute video recording is made of the interaction among children and between a child (or children) and the teaching staff member. Then the VIS person watches the recording with the teaching staff member and the teaching staff member's behaviour and points for improvement are discussed. The same method is used to discuss and improve the collaboration as a team in the teaching behaviour towards the children. The filmed material is used exclusively for teaching purposes by the teaching staff and is destroyed after use.
- 5.5 If there is a suspicion of domestic violence or abuse of the child, the wettelijke 'Meldcode Huiselijk Geweld en Kinder mishandeling' (statutory Reporting Code on Domestic Violence and Child Abuse) comes into play (see [website](#)).

6. Termination or amendment of the agreement (supplement to Articles 9 and 10 of the Standard Terms and Conditions)

- 6.1 Both Stichting Hero kindercentra Peuteropvang and the consumer may at any time terminate the agreement, observing a notice period of one month. No legal intervention is required for this.
- 6.2 In the event of a child that attains the age of four, the placement agreement does not need to be terminated; the agreement is automatically rescinded. If the consumer would like a different termination date, the consumer must give written notice of termination to the customer advice and planning department via planning@herokindercentra.nl.
- 6.3 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. Cancellation must be done in writing.
- 6.4 The rate per month for the toddler care is based on the annual amount divided by 12 months. In the event of cancellation from a month before the summer holiday onwards, there will be a recalculation and additional invoicing of the number of hours per month. The amount due after recalculation will be collected by Stichting Hero kindercentra Peuteropvang from the IBAN account number provided by the consumer. If the consumer wishes to re-register after the summer holiday, then the consumer must bear in mind that the child will be put on the waiting list.

- 6.5 Stichting Hero kindercentra Peuteropvang is entitled to suspend the placement with immediate effect or to terminate it if in Stichting Hero kindercentra Peuteropvang's view:
- the consumer remains in default for two months for the amounts due to Stichting Hero kindercentra Peuteropvang,
 - there is question of a compelling reason, e.g. the placement of the child represents a threat/risk/burden to the child himself/herself, to the other children present or to Stichting Hero kindercentra Peuteropvang's staff.
 - the consumer does not make any use of the allocated place for 6 weeks, upon which, after 4 weeks written notice of this has been given and there is a waiting list with a child/children who are being considered for immediate placement.
- 6.6 No cancellation period applies to the consumer if the consumer has a complaint about the quality of the care and this complaint is declared by the MT or the national dispute committee to be justified.
- 6.7 Continued placement after the age of 4 is only possible if there is no waiting list and if the consumer requests this from the Customer Advice and Planning Department two to three months before the expiry of the agreement. The Customer Advice and Planning Department in consultation with the manager and the Municipality of Haarlem decides whether continued placement for a maximum of 6 weeks is possible.
- 6.8 An amendment or extension of part-days may be requested in writing from the customer advice and planning department.

7. Rates and payment (supplement to Articles 16 and 17 of the Standard Terms and Conditions)

7.1 Rates

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

Parents' groups with duty to pay

7.2.1 If the consumer is in possession of a Haarlem Pass, the consumer's contribution will be reimbursed in full by the Municipality of Haarlem. For this the consumer must submit a copy of the Haarlem Pass to the office or email a photo of the Haarlem Pas to planning@herokindercentra.nl within 14 days following definitive confirmation of the placement of the child.

If the consumer is entitled to reimbursement of the childcare allowance from the tax office, the consumer shall pay the full gross charges. The consumer himself/herself is responsible for requesting the childcare allowance.

If the consumer is not entitled to the childcare allowance, the consumer shall pay a monthly parents' contribution in accordance with an income-dependent table published on Hero kindercentra's website. The consumer must send an income tax return to the Customer Advice and Planning Department. If there are no income data after placement, the total gross charges will be invoiced.

7.2.2 The consumer shall pass on notification of any change in income as soon as possible to the Customer Advice and Planning Department. The level of the rate may change as a result of a change in income. A consumer may ask the customer advice and planning department for a retrospective recalculation for up to a maximum of 3 months (counting from the date of notification of the change). Timely submission of the Haarlem Pass or notifications of change in income is the responsibility of the consumer. '

Payment while the child is absent

- 7.3.1 If the child is unable to attend the toddler care site, continued payment is obligatory. This also applies if access to the toddler care site is refused if the child has an infectious disease (see [website](#)).
- 7.3.2 In the event of lengthy absence as a result of illness, payment may be temporarily suspended following consultation. In that event, the place will not be kept open. If the child is able to return, he/she will be given priority for placement.

Payment procedure

- 7.4.1 The consumer is obliged to make the payment for the agreed care days due monthly in advance to Hero kindercentra.
- 7.4.2 The consumer's contribution is collected in advance on the 20th/21st of each month. If the collection date falls on a weekend, collection will be made on the following Monday.
- 7.4.3 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.
- 7.4.4 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 the 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.
- 7.4.5 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.
- 7.4.6 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.
- 7.4.7 There may be rounding differences in the invoicing.
- 7.4.8 The consumer will receive by email an annual statement for the care paid for.

8. Liability (supplement to Article 6 Paras. 2 and 14 of the Standard Terms and Conditions)

- 8.1 During their time at the toddler care site and during outings, the children have secondary insurance cover for damage/loss suffered by others: the damage/loss is first recovered from the consumer via his/her liability insurance. The consumer must therefore have taken out third party liability insurance for the family. If the insurer rejects the claim, then the claim may be submitted to Stichting Hero kindercentra Peuteropvang's insurer.
- 8.2 Stichting Hero kindercentra Peuteropvang is not liable for any lost or damaged property belonging to the consumer or the child.

9. Complaints procedure (supplement to Article 15 of the Standard Terms and Conditions)

- 9.1 Stichting Hero kindercentra Peuteropvang has an internal complaints procedure. The procedure and the associated improvement form are available at the sites and may also be found on the [website](#).
- 9.2 Stichting Hero kindercentra Peuteropvang is a member of the 'landelijke Geschillencommissie Kinderopvang' (national Childcare Disputes Committee), with which the 'Klachtenloket Kinderopvang' (Nursery Care Complaints Desk) is also associated. Information about this is available on the [website](#).

10. Communication

- 10.1 The service centre and the Hero kindercentra's 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.
- 10.2 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.
- 10.3 The teaching staff member is entitled to transfer information about the child to the group teaching staff of the primary school to which the child will be going after the toddler care site provided that this is 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 toddler care site.
- 10.4 The district nurse from the clinic will visit the toddler care site twice a year. If there is a reason to obtain specific information about a child, the consumer's consent will be requested in advance in order to permit discussion of the child's development with the district nurse.
- 10.5 All toddler care sites work with the child observation system KIJK! The consumer may inspect this. To support the transfer, with the consumer's consent the information will be sent to the primary school to which the child will be going.

11. Force majeure

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, extreme weather conditions 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 entitlement to claim any reimbursement of costs, losses or interest on this basis.

12. Amendment of service terms and conditions

- 12.1 Stichting Hero kindercentra Peuteropvang is entitled to make amendments to the Toddler Care Rules. 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. Stichting Hero kindercentra Peuteropvang makes the Toddler Care Service Terms and Conditions available to the consumer with the placement agreement and the Standard Terms and Conditions of Childcare.
- 12.2 These Service Terms and Conditions come into effect as per the date shown on Page 1. Any previous Service Terms and Conditions hereby lapse.