



Terms and Conditions of Delivery Stichting Hero Kindercentra

(including Stichting Hero Kinderprojecten)

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

Effective date: 1 January 2026

hero
kindercentra

1. Applicability of the Terms and Conditions of Delivery

These terms and conditions of delivery contain provisions that supplement or expand the General Terms and Conditions for Childcare.

The terms and conditions of delivery and the General Terms and Conditions apply to all agreements that Hero Kindercentra concludes with a client.

Placement arrangements with clients are always confirmed in writing by Hero Kindercentra. Special provisions that deviate from the terms and conditions of delivery apply only if they are included in the placement agreement with the client.

2. Product Offering (supplement to Article 5 of the General Terms and Conditions)

2.1 Childcare place full-day care (Daycare 51 weeks)

A full-time childcare place consists of five full days per week on weekdays for 51 weeks per calendar year.

It is possible to book this from a single fixed full day up to five days a week.

Care is provided during the regular opening hours of the daycare and is intended for children from 0 to four years old.

2.2 Childcare place regular preschool care (Regular Preschool Care)

Preschool care for children from two to four years old is available at several preschool locations.

It is possible to book this from two half-days of four hours per week.

Opening hours and entry age may vary per location.

The offer can be found on the [website](#).

2.3 Childcare place after-school care (BSO all-in)

A full-time childcare place consists of five afternoons following the regular end time of the school days (during 40 school weeks per year) and full-day care during school holidays (during 11 school-free weeks per year).

It is possible to book this from one fixed day up to five days per week.

Care is provided during the regular opening hours of the BSO and is intended for children from four years old until the start of secondary education.

2.4 Childcare place after-school care in the school weeks package (BSO school weeks)

A full-time childcare place consists of five afternoons during 40 weeks per calendar year, following the regular end time of the school days.

It is possible to book this from one fixed day up to five fixed days per week.

Care is provided during the regular opening hours of the BSO and is intended for children from four years old until the start of secondary education.

2.5 Childcare place after-school care in the holiday weeks package (BSO holiday weeks)

A full-time childcare place consists of five full days during 11 school holiday weeks per calendar year.

It is possible to book this from one fixed full day of the holiday up to five days per week of the school holiday according to the national holiday schedule for the Northern region.

Care is provided during the regular opening hours of the BSO and is intended for children from four years old until the start of secondary education.

2.6 Childcare place after-school care before school (BSO pre-school)

A full-time childcare place consists of care on five mornings per week during 40 weeks per calendar year on school days from the opening time until the start of school.

This product is offered at a limited number of locations and from one fixed day up to five fixed

days per week in combination with BSO.

Care includes breakfast/transport to the primary school.

Clients who, in addition to pre-school BSO, also have after-school care during school holiday weeks via an all-in package can book early-morning care during school holiday weeks in respect of the regular opening time.

Care is intended for children from four years old until the start of secondary education.

2.7 After-school care on margin days

When the school closes earlier during school weeks, additional care is offered (see also Article 3.6).

The guiding principle in this regard is that at least three children use the extra care.

Clients must indicate no later than one week in advance via the parent portal whether their child wants to make use of the margin day.

For each day on which a child is placed, one margin day of 10.5 hours is calculated on a calendar-year basis.

These hours can be used as *margin credit* during a margin day.

Care on school closure days during school weeks is charged based on actual hours taken, with the school's closing time being the determining factor.

In cases of multiple or other exceptional school closure days (for example, teacher strikes), the childcare centre will review the situation and determine what care options Hero Kindercentra can offer.

It is not automatically guaranteed that extra care is provided.

For care during these additional or exceptional school closure days, it is possible to use margin day credit or holiday credit.

If both credits have been used in full, the applicable rate for additional childcare hours is charged.

2.8 Opening days

Monday through Friday, except for official national holidays (Easter Monday, Ascension Day, Whit Monday, Christmas Day and Boxing Day, New Year's Day, King's Day, and Liberation Day) and the pre-determined closure days.

2.9 Closure days

The closure days are pre-determined days, not being official national holidays, on which the childcare centres and service office are closed.

These days are not being charged.

There are a maximum of six closure days per calendar year.

The days between Boxing Day and New Year's Day have been designated as closure days.

Because 2 January 2026 falls on a Friday, it is also a closure day in 2026.

Hero Kindercentra also designates one study day per year on which all locations are closed.

In 2026 this study day will take place on 4 June.

If 24 December (Christmas Eve) falls on a weekday, the childcare centres close one hour earlier.

3. The Offer (supplement to Article 5 of the General Terms and Conditions)

3.1 A placement is offered in accordance with the placement and priority rules as established in the Placement Policy (see website).

3.2 The client is given the opportunity to visit the childcare centre during the offer stage and may schedule an appointment for this.

3.3 The response period is set at 14 days, unless another period is agreed with the client. If the client does not return the signed placement agreement within the response period, the offer is deemed to have expired.

3.4 Hero Kindercentra becomes bound once the placement agreement has been signed. The client becomes bound by signing the placement agreement, subject to the right of withdrawal.

3.5 Children are placed at the agreed childcare location and on the agreed fixed childcare days in one home group (daycare) or base group (BSO) that aligns with their age composition.

Or they may be placed in a different home or base group at the same location, with prior written consent for specific days or periods.

Placement at a different location is also possible with prior written consent, recorded in the placement agreement.

3.6 In deviation from Article 3.5, Hero Kindercentra is entitled to structurally offer care at another location on quiet childcare days (generally Wednesdays and Fridays) .

This is recorded in the placement agreement.

Cross-location care is described in the Pedagogical Work Plan, after consultation with the parent committee.

At BSO locations, groups may also be combined across locations during school holidays and/or margin days.

4. Intake Meeting (supplement to Article 4 of the General Terms and Conditions)

4.1 After signing the agreement, an intake meeting takes place at the childcare centre.

4.2 During the intake meeting, the information required for childcare relating to the client and their child is discussed and recorded on the digital child card.

The client may adjust data themselves through the parent portal.

Hero Kindercentra will treat all received information confidentially, in accordance with the privacy policy published on the website.

4.3 During the intake meeting, the settling-in arrangements are made in accordance with the settling-in policy, and the client is informed of the **house rules**, as well as how transition to the next age group is handled.

4.4 The settling-in period is organised starting from the placement date.

Payment is due in full, and **no discount** applies to childcare hours not used during the settling-in period (see Article 9.4).

This also applies if the settling-in period is extended in agreement with the client.

4.5 Photos or video recordings may be made of activities for the purpose of informing the client of their child through the parent portal, in accordance with the applicable photo/video protocol.

The client will be asked for consent during the intake meeting, and this consent will be recorded on the digital child card.

The client may also consent to Hero Kindercentra using such materials in promotional

materials, website content, and/or social media when appropriate.

For large recruitment or promotional campaigns, separate permission will be requested.

5. The Services (supplement to Articles 7–11 of the General Terms and Conditions)

5.1 The client is responsible for the child when bringing the child to the childcare centre until the moment the child is handed over to the pedagogical staff member **and** the client leaves the group.

Hero Kindercentra is responsible for the child until the moment the child is collected and the pedagogical staff member transfers the child back to the client.

A child can only be collected by someone other than the client with the client's consent.

The client must inform the staff member in advance by phone or via the parent portal.

5.2 As a supplement to Article 7 of the General Terms and Conditions:

Hero Kindercentra is responsible for the child from the moment it is picked up from school, or—if the child is allowed to go independently—the moment it arrives at the BSO.

At the BSO, the child is collected from school and brought to the BSO by Hero Kindercentra staff or trainees, unless otherwise agreed in writing.

Collection from school may be done on foot, by bicycle, or by bus.

By signing the placement agreement, the client consents to this.

“Collection from school” refers to the school building where the child normally receives education.

A child must be picked up from the BSO unless the client has given written consent for the child to go home independently.

The child must report to the staff member before leaving.

5.3 By concluding the agreement, the client gives explicit consent to outings outside the daycare or BSO under supervision of pedagogical staff, drivers, and/or trainees.

5.4 Absence of a child—regardless of the reason—must in any case be reported by the client before the childcare day via the parent portal/app.

The client retains the right to undo the cancellation prior to the relevant childcare day and yet rely on the contracted day.

5.5 Hero Kindercentra follows the guidelines of the GGD (Municipal Health Services) and the RIVM (National Institute for Public Health and the Environment) when assessing whether a placed child cannot make use of the childcare.

In case of doubt or disagreement with the client, Hero Kindercentra may request an opinion from the GGD.

5.6 If Hero Kindercentra offers BSO within a school building where there is substantive cooperation with the school's teachers, information about children may be exchanged between the pedagogical staff member and the teacher, in the interest of the child.

The degree and method of information transfer is described in the pedagogical work plan of the relevant childcare centre.

5.7 If there is any suspicion of domestic violence or child abuse, the statutory Reporting Code Domestic Violence and Child Abuse takes effect. (See [website](#)).

5.8 Video Work Guidance (VWB) and Video Interaction Guidance (VIB) are applied in childcare centres to support the pedagogical practice of staff.

Video recordings are used to discuss the interaction with the children.

The recordings are only used internally for staff learning purposes and are deleted after use.

6. Term of the Agreement (supplement to Article 5 of the General Terms and Conditions)

6.1 The agreement for daycare and preschool care remains in place until the child's fourth birthday.

The client does not need to terminate the agreement.

If children do not immediately transition to primary school at age four, an extension of daycare may be requested in writing.

A client who wants to rely on this option must submit the request to the Client Advice & Planning Department no later than when the child is three years and three months old.

Extension beyond the fourth birthday is not guaranteed.

For a different termination date, the client must give written notice via planning@herokindercentra.nl.

6.2 The agreement for after-school care remains in place until the child's 13th birthday.

However, this is merely indicative as Hero kindercentra is not aware at what age a child leaves primary school.

The placement agreement for BSO must be terminated by the client in writing.

7. Termination or Modification of the Agreement (supplement to Article 3 of the General Terms and Conditions)

7.1 Either party may terminate the agreement at any time by giving written notice, with due observance of a notice period of at least one month.

Judicial intervention is not required.

7.2 Change of start date, placement days, or location must be requested by the client via email to the Customer Advice & Planning Department.

7.3 For a reduction of placement units or postponement of the start date, a notice period of one month applies once the placement agreement has become final.

After the placement agreement has been finalised, the client may postpone the planned start date once only, by no more than one month, with the one-month notice period applying.

If multiple changes are requested, or if the start date is postponed by more than one month, the placement agreement is rescinded and the client's request is placed back on the waiting list.

7.4 Modification of a BSO package is possible annually on 1 January, following written request to Customer Advice & Planning.

Requests must be submitted no later than 30 November.

Transition from daycare to BSO can occur at any desired moment.

7.5 It is not permitted to terminate the BSO all-in package for the months of July and August only and to then enter into a new placement agreement from September onward for an all-in or school weeks package.

This constitutes improper use of the BSO products.

7.6 After having received the email or modification form, a response regarding the requested change will be provided within 14 days.

Hero Kindercentra is not obliged to agree with the requested change.

Hero Kindercentra is only bound after written confirmation of the change.

7.7 In case of bankruptcy, suspension of payment, or if a guardian/administrator is appointed for the client by law, this agreement is terminated with immediate effect, without any notice being required.

7.8 The placement agreement for BSO is terminated by Hero Kindercentra, with due observance of a notice period of one month, if a child moves to another primary school or special-needs school that is not linked to the current BSO.

- 7.9 A compelling reason for Hero Kindercentra to terminate the placement agreement with immediate, include such a severely disrupted relationship between the client, on the one hand, and (the staff of) the childcare centre, on the other hand, also including repeated and/or serious violation of the house rules of Hero kindercentra, that continuation of childcare can within reason no longer be required of Hero kindercentra. The house rules are available on the website. A compelling reason also includes if the placement of the child poses a threat, danger, or excessive burden to the child, to other children, or to the staff of Hero kindercentra or if the client has already failed to disclose particulars of a medical nature or in the development of the child during registration (see Article 10.2b of the General Terms and Conditions).

7.10 No notice period applies to the client if they have a complaint about the quality of care and this complaint is upheld by the management team or by the Disputes Committee for Childcare.

8. Cancellation of the Agreement (supplement to Article 3 of the General Terms and Conditions)

8.1 If the client cancels the agreement within one month before the agreed placement date, the client will be liable to pay cancellation costs.

The level of the cancellation costs equals the payment due for one month.

8.2 If the client cancels earlier than one month before the placement date, the cancellation fee equals the payment for one month, with a maximum of €75.

8.3 If the client partially cancels more than one month before the placement date, the cancellation fee is €25.

8.4 Cancellation must take place in writing or by email.

The registration date of receipt by Hero Kindercentra determines the cancellation date.

9. The Price and Price Changes (supplement to Article 11 of the General Terms and Conditions)

9.1 A price list with the applicable childcare price is sent along with the placement agreement.

The rate is exclusive of costs for dietary food and medication.

9.2 The applicable hourly rate is based on the annual price.

This annual price is payable in 12 equal monthly installments.

The rates for the products listed in Article 2 can be found on the website.

9.3 During the calendar year, the annual price for BSO will be adjusted if a school introduces new end times during the year and/or if a child receives different school hours due to a class change.

9.4 Payment is due in full during periods in which the child does, for any reason whatsoever, not make use of the childcare.

Payment is also due for childcare hours not used during the settling-in period (see Article 4.4) and for official national holidays on which locations are closed (see Article 2.9).

The prices already account for closure days.

9.5 If a child has been absent from childcare for more than two months, the client may request in writing that the costs saved by Hero Kindercentra on food and care from the second month of absence are deducted from the fees owed.

9.6 In deviation from Article 16 paragraph 2 of the General Terms and Conditions, the price may be adjusted within three months after the date on which a placement agreement has been concluded, in accordance with Article 8 of these terms and conditions of delivery.

9.7 New rates for the upcoming calendar year are communicated to the client no later than one calendar month plus one week before they take effect.

10. Payment and Late Payment (supplement to Article 12 of the General Terms and Conditions)

10.1 The client is obliged to pay the agreed childcare days to Hero Kindercentra monthly in advance.

10.2 The invoice is sent digitally to the client by Hero Kindercentra in the last week of the month.

10.3 Payment takes place by automatic direct debit in the last week of the month.

For payments made by an organisation on behalf of a placed child, another payment method may be agreed upon in writing.

10.4 If the automatic debit fails, a second debit attempt will be made within two weeks.

The client must ensure sufficient balance on their account in the last week of the month and the week thereafter.

10.5 Supplementing Article 12 paragraph 4 of the General Terms and Conditions:

If, after the second debit attempt, the payment has still not been received, the client receives a reminder granting two more weeks to comply with the payment obligation, including a warning that—if payment is not made—the agreement may be terminated and the claim transferred to a collection agency.

10.6 If no payment has been received after these two weeks, the claim is transferred to a collection agency.

The customer is informed accordingly in writing.

10.7 Supplementing Article 6 paragraph 3 of the General Terms and Conditions:

In addition to statutory interest, judicial and extrajudicial collection costs are charged.

These costs amount to at least 15% of the outstanding sum, with a minimum of €48.40.

10.8 Each year, the client receives an annual statement of paid childcare costs by email.

10.9 In case of long-term absence due to illness, payment may be temporarily suspended following consultation.

In that case, the childcare place is not reserved.

When the child can return, the child receives priority in placement.

11. Exchange & Holiday Service and Extra Days

11.1 Hero Kindercentra uses an exchange and holiday service.

No rights can be derived from these services.

Exchange and holiday services can only be used via the parent portal and/or client app.

Extra childcare can only be provided if the child's own location is open.

11.2 Exchange days must be requested at least four days in advance via the client portal/app.

11.3 The maximum period for exchanging is two weeks, from one week before the cancelled day until one week after the cancelled day.

11.4 If a contracted childcare day falls on an official national holiday, the client receives the missed childcare hours as credit in the holiday service in the parent portal.

11.5 The exchange and holiday service is child-bound and contract-bound, non-transferable, tied to the childcare type, valid only at the child's location(s) and only during the contract term.

No refund is given for cancelled days for which no exchange day is used or for expired credit.

11.6 Exchange days and/or incidental childcare days are granted based on availability of child places and staff.

Hero Kindercentra does not deploy extra staff for these requests.

It is therefore important to report a child's absence in a timely manner.

11.7 The client receives confirmation via the parent portal/app no later than one day before the requested day, stating whether the request is approved.

11.8 Childcare costs for exchange days are settled with the cancelled day.

Costs for incidental childcare days or extra hours during margin/study days may be settled with available holiday or margin day credit, or are otherwise invoiced separately afterwards.

11.9 If the client requested an exchange day and/or incidental childcare day and Hero Kindercentra has confirmed it, the request can no longer be cancelled.

12. Liability

12.1 During attendance at daycare or BSO and during outings, children are secondarily insured for damages inflicted on others:

The damages must first be claimed from the client or their liability insurance.

Therefore the client must have family liability insurance.

If the insurer refuses the claim, the damages may be submitted to the insurer of Stichting Hero Kindercentra.

12.2 Stichting Hero Kindercentra is not liable for losses or damages to the client's or child's property.

12.3 If a placement agreement is concluded for two or more persons, they are each jointly and severally liable for full compliance with all obligations.

12.4 All necessary incidental costs—including costs incurred in case of illness—incurred by Hero Kindercentra for the child are at the expense of the client.

13. Complaints Procedure (supplement to Articles 14 and 15 of the General Terms and Conditions)

13.1 Hero kindercentra has an internal complaints procedure.

The procedure and the corresponding compliments and complaints form can be completed via the website.

13.2 Hero kindercentra is also affiliated with the national Disputes Committee for Childcare and Playgroups, including the Childcare Complaints Desk.

Information about this is available on the website.

14. Communication

14.1 The Service Office and the locations of Hero kindercentra communicate with their clients both verbally and in writing.

For this purpose, the name and address details, telephone numbers, and email addresses provided by the clients are used.

This concerns non-commercial information.

The clients' data are never shared with third parties.

14.2 By law, the organisation has an information obligation towards clients, even if they do not have cliental authority.

This means that a client who does not have cliental authority *still has the right to receive information* about the child, but may not participate in decision-making.

The organisation has an agreement with one client or both clients.

When the clients separate or are divorced, the organisation maintains only one agreement, but the obligation to provide information to both clients remains — unless a court decides otherwise.

It is not up to the client with whom the agreement is concluded to decide on this independently.

14.3 All daycare locations work with the child-observation system KIJK!

The client has access to this information.

To support the transition to primary school, the information is—after receiving the client's consent—digitally shared with the primary school the child will attend.

15. Force Majeure

15.1 Disruptions in or closures of the organisation as a result of force majeure (including but not limited to war, mobilisation, civil unrest, flooding, government decisions, stagnation, limitation, or stoppage of supplies by public utility companies, fire and other accidents, strikes, lockouts, actions by labour organisations, extreme weather conditions that disrupt normal business operations and delay or reasonably make implementation of an agreement impossible)


release Hero kindercentra from the duty of performance, without the client being entitled to any form of compensation for costs, damages, or interest.

16. Amendment of Terms and Conditions of Delivery

16.1 Hero Kindercentra is authorised to make amendments to the terms and conditions of delivery.

The amendments take effect on the announced effective date.

If no effective date is stated, amendments take effect for the client from the moment they have been informed.

A decorative graphic in the top-left corner consisting of a thick, lime-green curved shape and a smaller, light-blue circular shape partially overlapping it.

The client is informed of the amendments and the effective date by email and via the website.

16.2 These terms and conditions of delivery take effect on the date stated on page 1. Earlier versions of the terms and conditions of delivery expire.

Appendix –Terms and Conditions of Delivery Stichting Hero kindercentra

Intended for the regular preschool locations and the BSO+ location

Regular preschool locations of Stichting Hero kindercentra that do not serve VVE-target group children, and the BSO+ location, provide services in accordance with the Terms and Conditions of Delivery of Stichting Hero kindercentra.

Below, exceptions applicable to the terms and conditions of delivery for these locations are listed.

2.7 After-school care on margin days

On margin days, or on other exceptional closure days (such as teacher strike days), the childcare centre will review the situation together with the BSO+ location to determine what care can be provided.

It is not guaranteed that extra care is offered.

For childcare during such days, it is possible to use margin day credit or holiday service.

2.8 Opening days

The guiding principle is an opening schedule that aligns as closely as possible with the collaborating primary schools.

Preschool locations are open for 40 weeks per year, and the BSO+ is open for 48 weeks (40 school weeks, eight holiday weeks, and is closed for three weeks during the summer holiday).

The BSO+ has different opening hours from the regular BSO.

These can be found on the location page on our website.

2.9 Closure days

The closure weeks and closure on official national holidays are aligned as much as possible with those of the collaborating primary schools.

During the school holidays of primary education, on official national holidays, and on the Friday after Ascension Day, all preschool locations are always closed.

On Good Friday, the regular preschool location is open.

11. Holiday service and extra days

The holiday service does not apply to preschool care.

It is not possible to purchase additional days.