



**Terms and Conditions of Delivery**  
**Stichting Hero kindercentra**  
**Peuteropvang**

(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**

The Toddler Care VVE Terms and Conditions supplement the General Terms and Conditions for Childcare and form part of the placement agreement. The placement agreement includes a link to the Toddler Care Terms and Conditions and to the General Terms and Conditions. By accepting the placement offer, the client agrees to the applicability of the Toddler Care Terms and Conditions and the General Terms and Conditions. Stichting Hero kindercentra Peuteropvang is part of Stichting Hero kindercentra, located at C. van Noordenstraat 15 in Haarlem.

## **2. Product Offer (supplement to Article 5 of the General Terms and Conditions)**

### **2.1 Toddler care for VVE-target group children**

Children from the age of two and half years are placed at a VVE Toddler Care location for four mornings/afternoons of four hours per week during school weeks.

### **2.2 Toddler cares for non-target group children at VVE locations**

Children from the age of two and a half years are placed for two mornings/afternoons of four hours per week during school weeks.

If a client wants to purchase more sessions, or start from the age of two, this is possible provided the full fee is paid by the client and no waiting list exists.

### **2.3 Opening days and closing days**

Opening hours and closing days may differ per location.

The aim is to align opening hours as much as possible with the surrounding primary schools and to be open 40 weeks per year.

During school holidays, official national holidays, the Friday after Ascension Day, Good Friday, and Liberation Day, all locations are closed.

In 2026, 4 June is a Hero-wide study day; all locations will be closed.

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

3.1 A placement is offered with due observance of the placement and priority rules, as laid down in the Placement Policy (see website).

3.2 The client receives a placement offer, including accompanying documents, approximately two months before the possible placement date.

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

3.4 If placement is not yet possible on the client's desired placement date, the client remains on the waiting list and will be informed as soon as placement becomes possible.

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

3.6 If the client agrees with the placement offer, the client returns the placement agreement signed for approval, within the period provided. By agreeing to the placement agreement, the client also agrees to the content of these Terms and Conditions and to payment of the client contribution via direct debit, and the agreement is then deemed to have been concluded. The statutory right of withdrawal applies.

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

4.1 After signing the agreement, the client and the child will be invited by the Toddler Care location for a placement interview. This interview takes place at the location.

4.2 The settling-in arrangements are made within the contract term. The settling-in period may last up to three months after the start date. After three months, the basic principle is that children with a VE declaration attend the allocated four sessions per week.

4.3 During the placement interview, the client is informed of the agreements of the Toddler Care location, such as drop-off and pick-up times. The client must adhere to these agreements. Stichting Hero kindercentra peuteropvang is entitled to adjust the agreements. The client will be informed of any changes.

4.4 Stichting Hero kindercentra peuteropvang will treat all received data confidentially, in accordance with the privacy statement published on the website.

4.5 Photos or video recordings of activities are sometimes made with the purpose of informing the client of their child via the parent portal, in accordance with the applicable photo and video protocol.

During the placement interview, consent is requested from the client for this. This consent is recorded

on the digital child profile.

The client also has the option to give consent to Hero kindercentra to use this photo material occasionally and when appropriate as illustrations in promotional materials, on the website and/or social media. For large recruitment or promotional campaigns, the client will be asked for separate consent.

## **5. The Services (supplement to Articles 7 and 9 of the General Terms and Conditions)**

5.1 Picking up the child from the Toddler Care location earlier than agreed, or by someone other than the client, is only permitted with the client's consent. The client must inform the pedagogical staff in advance. Under no circumstances are children allowed to go home independently.

5.2 Any absence of a child, regardless of the reason, which results in the child not using toddler care, must be reported by the client before the care day via the parent app/portal or by phone.

The client retains the right to withdraw the reported absence prior to the relevant care day and yet rely on the contracted day.

5.3 Video Work Supervision (VWB) and Video Interaction Guidance (VIB) are applied at the childcare centres to support and enhance the pedagogical practice of staff members. Using video recordings, the interaction with the children is reviewed.

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

5.4 If there is any suspicion of domestic violence or child abuse, the statutory Reporting Code Domestic Violence and Child Abuse takes effect (see website).

## **6. Termination or Modification of the Agreement (supplement to Articles 3 and 6 of the General Terms and Conditions)**

6.1 Both Hero kindercentra peuteropvang and the client may terminate the agreement at any time, with due observance of a notice period of one month. Judicial intervention is not required.

6.2 For a child that reaches the age of four, the placement agreement does not need to be terminated; the agreement is rescinded automatically.

For any other termination date, the client must submit written notice of termination to the Customer Advice & Planning Department via [planning@herokindercentra.nl](mailto:planning@herokindercentra.nl).

6.3 If the client cancels the agreement within one month before the agreed placement date, the client is liable to cancellation costs.

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

Cancellation must take place in writing.

6.4 The monthly fee for toddler care is based on the annual amount divided by 12 months.

For a termination occurring within one month before the summer holiday, a recalculation and subsequent additional invoice of the number of hours per month will be made.

The amount due will be collected by Stichting Hero kindercentra peuteropvang from the IBAN provided by the client.

If the client re-registers after the summer holiday, the client must take into account that the child will be placed at the bottom of the waiting list.

6.5 Stichting Hero kindercentra peuteropvang is entitled to suspend or terminate placement with immediate effect if, at the sole discretion of the organisation:

- the client fails to pay the amounts due to Stichting Hero kindercentra peuteropvang for a period of two months,
- there is a compelling reason, such as the placement posing a threat/danger/burden to the child itself, to the other children present, or to the staff of Stichting Hero kindercentra peuteropvang,
- there is a severely disrupted relationship between the client and (the staff of) the childcare centre,
- the client failed to report special medical or developmental circumstances of the child at registration (see Article 9.1 of the General Terms and Conditions),
- the client does not make use of the allocated number of sessions per week for six consecutive weeks, after written notice in week four, and there is a waiting list with a child (children) who is (are) eligible for immediate placement.

6.6 No notice period applies for the client if the client has a complaint about the quality of care and this complaint is upheld by the Management Team or the national disputes committee (see also article 9).

6.7 Placement beyond the 4th year is only possible if there is no waiting list and if the client applies for this no later than two months before the agreement ends.

The Customer Advice & Planning Department will decide, in consultation with the manager and the Municipality of Haarlem, whether extension for a maximum of six weeks is possible.

6.8 A change or expansion of sessions can be requested in writing from the Customer Advice & Planning Department. After the placement agreement has become final, the client may postpone the planned start date once only and by a maximum of one month, with due observance of the notice period.

For multiple changes or postponements exceeding one month, the placement agreement will be rescinded and the client's application will be placed back on the waiting list.

## **7. Fees and Payment (supplement to Articles 11 and 12 of the General Terms and Conditions)**

### **7.1 Fees**

The fees for the client contribution are determined annually for the following calendar year based on a gross hourly rate.

Closure days and school holidays are not charged, official national holidays **are** charged.

The client contribution is payable for 12 months per year.

The monthly payable amount is based on the annual client contribution divided by 12 months.

### **Parent Groups by Payment Obligation**

7.2.1 If the client has a Haarlem Pass, the client contribution is fully reimbursed by the Municipality of Haarlem.

To qualify, a copy of the Haarlem Pass must be submitted to the office within 14 days after the final placement confirmation, or a photo must be emailed to [planning@herokindercentra.nl](mailto:planning@herokindercentra.nl).

If the client is entitled to childcare allowance from the Dutch Tax Administration, the client pays the full gross costs.

The client is personally responsible for applying for childcare allowance.

If the client is not entitled to childcare allowance, the client pays a monthly parental contribution according to an income-dependent table published on Stichting Hero kindercentra peuteropvang rate card.

Together with the placement agreement, an income statement must be sent to the Customer Advice & Planning Department.

If no income details have been provided after placement, the full gross costs will be charged.

7.2.2 The client must report any income change to the Customer Advice & Planning Department as soon as possible.

The fee level may change as a result of an income change.

A client may request a recalculation up to a maximum of three months back (from the moment the change is reported).

Timely submission of the Haarlem Pass or income updates is the client's responsibility.

### **Payment in Case of Child Absence**

7.3.1 If a child is unable to attend the Toddler Care location, payment remains mandatory.

This also applies if access to the location is denied due to a contagious disease.

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

In such cases, the placement will not be held.

When the child is able to return, the child receives priority in placement.

### **Payment Procedure**

7.4.1 The client is required to pay the fees for the agreed care days to Stichting Hero kindercentra peuteropvang monthly in advance.

7.4.2 The client contribution is collected on the 20th/21st of each month in advance.

If the collection date falls on a weekend, collection will take place on the following Monday.

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

The client must ensure that enough balance is available in the last week of the month and the week thereafter.

7.4.4 In addition to Article 17(4) of the General Terms and Conditions:

If after the second attempt, payment has not been received by Hero kindercentra, the client will receive a reminder with a two-week payment period.

The reminder includes a warning that if payment is not made, the agreement may be terminated and the claim transferred to a collection agency.

7.4.5 If no payment has been received after these two weeks, the claim will be transferred to a collection agency.

The client will be informed of this in writing.

7.4.6 In addition to Article 17(6) of the General Terms and Conditions:

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

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

7.4.7 Rounding differences may occur in the invoicing.

7.4.8 The client receives an annual statement of paid childcare via email.

## **8. Liability**

8.1 During the child's stay at the toddler care location and during outings, the 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 can be submitted to the insurer of Stichting Hero kindercentra peuteropvang.

8.2 Stichting Hero kindercentra peuteropvang is not liable for any losses or damage to the client's or child's property.

8.3 All necessary incidental costs, including costs in case of illness, incurred by Hero kindercentra for the child in care, are at the expense of the client.

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

9.1 Stichting Hero kindercentra peuteropvang has an internal complaints procedure.

The procedure and the accompanying improvement form can be completed via the website (<https://www.herokindercentra.nl/complimenten-en-klachten/>).

9.2 Stichting Hero kindercentra peuteropvang is affiliated with the National Childcare Disputes Committee.

Information about this can be found on the website (<https://www.herokindercentra.nl/complimenten-en-klachten/>).

## **10. Communication**

**10.1** The Service Office and the locations of Hero kindercentra communicate both verbally and in writing with their clients. For this purpose, the 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.

**10.2** By law, the organisation has an information obligation towards clients, even if they do not have parental authority. This means that the client who does not have parental authority still has the right to receive information about the child but is not permitted to participate in decision-making.

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

When those clients separate or are divorced, there is only one official agreement, but the obligation to inform 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.

**10.3** The pedagogical staff member is authorised to provide information about the child to the primary school teacher of the school the child will attend after toddler care, provided this is in the best interest of the child.

The extent and method of information transfer are described in the pedagogical work plan of the toddler care location.

**10.4** Twice a year, the district nurse from the Child Health Clinic visits the Toddler Care location. If there is reason to specifically discuss a child, prior consent will be requested from the client to discuss the child's development with the district nurse.

**10.5** All Toddler Care locations use the child observation system *KIJK!* The client has access to this information. To support the child's transition, the information, with the client's consent, is provided digitally to the primary school the child will attend.

## **11. Force Majeure**

Interruptions in or closures of the organisation resulting from 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 the implementation of an agreement impossible) release Hero kindercentra from the duty of performance, without the customer being entitled to claim any right to compensation for costs, damages, or interest.

## **12. Amendment of the Terms and Conditions**

12.1 Stichting Hero kindercentra peuteropvang is authorised to make changes to the Toddler Care Regulations. The changes take effect on the announced date. If no effective date is communicated, the changes take effect from the moment they have been communicated to the client.

Stichting Hero kindercentra peuteropvang provides the Toddler Care Terms and Conditions to the client together with the placement agreement and the General Terms and Conditions for Childcare.

12.2 These Terms and Conditions take effect as of the date stated on page 1. Earlier versions of the Terms and Conditions hereby expire.