

**Terms and Conditions of Delivery Stichting Hero kindercentra
Lunchtime Supervision (Tussenschoolse Opvang)**

C. van Noordestraat 15, 2033 EC Haarlem

Effective date: January 2026



Article 1: Applicability of the Terms and Conditions of Delivery

1.1 The terms and conditions of delivery apply to all placement agreements that Stichting Hero kindercentra Tussenschoolse Opvang (Lunchtime Supervision) concludes with client/guardians for the lunchtime supervision of their child.

1.2 Deviations from the terms and conditions of delivery are only valid if and insofar as they are expressly agreed upon in writing.

Article 2: Product Offer and Organisation

2.1 Lunchtime supervision: the supervision of pupils during the period between the morning and afternoon school programme.

2.2 The aim is to provide pedagogically responsible lunchtime supervision to pupils of primary schools within the premises of the primary school.

2.3 The lunchtime supervision is provided by lunchtime supervisors, namely pedagogical professionals and/or activity staff members of Hero kindercentra, possibly supported by voluntary lunchtime supervisors from the primary school.

2.4 Hero kindercentra provides a coordinator (contact person) who is responsible for the daily management of the lunchtime supervision and who serves as the point of contact for client and the primary school. The coordinator may be a pedagogical staff member.

Article 3: Times, Holidays and Days Off

3.1 The lunchtime supervision is offered during the pupils' lunch break.

The supervision takes place on school days, except for school holidays and the other closure days of the primary school.

3.2 The exact school days on which the lunchtime supervision is offered may vary per primary school.

Article 4: Food and Drinks for Lunchtime Supervision

4.1 Food and drinks must be provided by the client/guardians. The rules of the primary school regarding healthy food/drinks apply.

Article 5: Own Toys and Clothing

5.1 Hero kindercentra is not responsible for the loss of personal toys and/or clothing.

Article 6: Exchange of Information

6.1 Client/guardians agree to the exchange of information concerning their child between Hero kindercentra and the primary school, insofar as this is in the child's best interest in the context of lunchtime supervision.

6.2 Hero kindercentra does not provide privacy-sensitive information to third parties, except in cases defined by law and in situations in which the safety of the pupil is or may be at risk.

Article 7: Registration, Placement

7.1 Client/guardians must register their child no later than one week before the desired start date of the lunchtime supervision via the website. Registration is possible for one or multiple fixed days.

7.2 After receiving the registration, the client/guardians will receive a placement agreement by email for signature.

Placement becomes final once Hero kindercentra has received the signed placement agreement.

7.3 At the request of the client/guardians, the agreed placement days may be changed, with due observance of a notice period of one month.

After receiving the request, Hero kindercentra confirms the change by email to the client/guardians. The confirmation of the change becomes part of the placement agreement.

7.4 The (revised) placement agreement remains in effect until the end of group 8, when the pupil leaves the school (and it then ends automatically), unless terminated (see article 9) or cancelled (see article 10).

Article 8: Incidental Use

8.1 Client/guardians may choose to make incidental use of the lunchtime supervision.

8.2 Client request incidental TSO (lunchtime supervision) via the parent portal.

8.3 For this, a one-time registration via the Customer Advice & Planning Department is required, as well as authorisation for the automatic direct debit.

8.4 The option for incidental use continues until the end of group 8, when the pupil leaves the school (and it then ends automatically), unless terminated (see Article 9) or cancelled (see Article 10).

Article 9: Termination of the Placement Agreement by Notice

9.1 Termination applies from the moment the placement has commenced.

9.2 For client/guardians with a placement agreement, the notice period is one month.

For client/guardians who choose occasional (incidental) use, no notice period applies.

Notice of termination must be given in writing.

The date on which Hero kindercentra receives the notice is decisive.

9.3 A compelling reason for Hero kindercentra to terminate the placement agreement with immediate effect exists, at the discretion of Hero kindercentra, if there is such a severely disturbed relationship between the client/guardians, on the one hand, and the staff of Hero kindercentra, on the other, including repeated and/or serious violations of the house rules of Hero kindercentra, that continuation of lunchtime supervision can within reason no longer be expected of Hero kindercentra.

A compelling reason also exists if the placement of the child poses a threat/danger/burden to the child itself, to the other children present, or to the staff of Hero kindercentra, or if the client has failed to comply with their obligation to report any medical or developmental issues of the child at the time of registration (see General Terms and Conditions, Article 14.1).

Before proceeding with termination, Hero kindercentra contacts the client/guardians and the school management regarding the issues that have arisen.

Article 10: Cancellation of the Placement Agreement

10.1 Cancellation applies when a placement agreement is withdrawn by the client/guardians before the start date of the lunchtime supervision.

10.2 Cancellation must be made in writing and/or electronically.
No costs are associated with cancellation.

Article 11: Rates and Price Changes

11.1 The rate for lunchtime supervision is determined per calendar year.

11.2 Six weeks before the start of a new school year, the client/guardians will receive the new rates for the following year.

11.3 The costs are collected monthly, in accordance with the agreed placement days.

Article 12: Payment and Late Payment

12.1 Payment takes place by direct debit. The direct debit date is the first working day of the month in which the supervision takes place.

12.2 If client/guardians do not pay in a timely manner, Hero kindercentra will send a reminder and the client/guardians will be given the opportunity to still meet their payment obligation.

If payment is not received within the stated payment term, the placement agreement will be terminated and the collection of the outstanding payment will be transferred to a collection agency.

The collection costs are at the expense of the client/guardians.

12.3 Payment is also required on days when the child, for whatever reason, does not make use of the lunchtime supervision.

Article 13: Insurance

13.1 Children who make use of the lunchtime supervision fall under the accident and liability insurance that the school has taken out for all pupils enrolled at the school during lunchtime supervision.

Article 14: Liability

14.1 Hero kindercentra has taken out insurance to cover its liability as the owner/operator of lunchtime supervision, as well as the liability of its employees for damages inflicted on third parties and their property.

Except in cases of gross negligence or intent, Hero kindercentra is not liable towards the parent/guardian for property damage or personal injury, insofar as such damage exceeds the cover provided under the said insurance policy.

Article 15: Complaints

15.1 Complaints from lunchtime supervisors about children: When a lunchtime supervisor has verbally corrected a child several times in vain, the lunchtime supervisor may request the coordinator (see Article 2.4) to contact the client/guardians. If the coordinator proceeds with this, the coordinator informs the teacher. If the contact between the coordinator and the client/guardians does not lead to improvement, the coordinator may involve the management of Hero kindercentra. The management of Hero kindercentra will inform the client/guardians in writing and with substantiation of its standpoint.

15.2 Complaints from clients or teachers about the lunchtime supervision: When customers and/or teachers are dissatisfied or have a complaint about the lunchtime supervision, they should first address the relevant lunchtime supervisor. The responsible lunchtime supervisor will, where possible, provide a solution on the spot or pass the complaint on to the manager.

15.3 If the customer and/or the teacher are of the opinion that the issue has not been addressed or resolved satisfactorily, the customer and/or teacher may submit the complaint in writing to the management of Hero kindercentra. Complaints about the performance of lunchtime supervisors must first be discussed with the manager. Complaints about the performance of the manager must be brought to the direct attention of the management of Hero kindercentra.

Article 16: Amendment of the Terms and Conditions

16.1 Hero kindercentra is authorised to make changes to the terms and conditions of delivery. Changes are announced six weeks before the date on which they take effect.