

CONDITIONS AND PAYMENT TERMS FOR IKC DE EGLANTIER PRE-SCHOOL CARE

The childcare at IKC De Eglantier is part of Kinderopvang Morgen

Part I: General

1 - Applicability

These 'conditions and payment terms of Kinderopvang Morgen ('conditions') apply to pre-school care (peuteropvang) at IKC De Eglantier. These terms apply:

- in addition to the childcare contract (the "childcare contract") entered into with the parents/carers (referred to in this document as the customer" and in the Childcare Contract as the 'client')
- and the 'General Terms and Conditions for Childcare, Day Care and Out-of-School Care' issued by the Association for the Childcare Sector in the Netherlands (Branchevereniging Maatschappelijke Kinderopvang or BMK) (the 'General Terms and Conditions').

This is a translation. If the English translation differs from the original Dutch text, the Dutch text prevails.

In the event of any conflict between the Childcare Contract, the General Terms and Conditions and/or the Conditions and Payment Terms, the Childcare Contract shall take precedence over the Conditions and Payment Terms. The Conditions and Payment Terms shall take precedence over the General Terms and Conditions.

2 – Childcare Contract and parental authority

- 2.1 The Customer receives a Childcare Contract (in electronic form or otherwise). The placement becomes definite if the Childcare Contract signed by the Customer is returned to MORGEN within 7 days. The Customer will receive a written confirmation of this. Once the period for returning the Childcare Contract has expired, the offer of a placement ceases to apply.
- 2.2 The Childcare Contract is entered into in the name of one of the Parents/Guardians, who also signs the Childcare Contract; in the Childcare Contract this Parent/Guardian is referred to as the 'Client' (the 'Client').
- 2.3 The parents/guardians are the persons listed in the Childcare Contract as parents and guardians (the 'Parents/Guardians').
- 2.4 The following principles apply here:
 - 2.4.1 The Client has agreed the arrangements relating to the Childcare Contract with the other Parent/Guardian, if both Parents/Guardians have parental authority. Unless both parents sign the Childcare Contract, the Client also signs on behalf of and with the consent of the other Parent/Guardian.
 - 2.4.2 If the Parents/Guardians disagree with one another regarding the childcare at MORGEN, the Client may demonstrate that Clause 2.4.1 does not apply (or no longer applies) by: producing an application for an injunction, a court judgment, an extract from the civil registry recording a divorce or termination of a registered partnership or a divorce agreement.
 - 2.4.3 Under Article 1:377c of the Dutch Civil Code, a Parent/Guardian is always entitled to information about 'important facts and circumstances affecting the

child's person or their care and upbringing'. Even where the Parent/Guardian does not have any parental authority over the child.

2.5 The Parents/Guardians are jointly responsible for correct and timely payment of the childcare costs, as described in Clause 9.

3 – OuderApp (Parent app)

3.1 For communication with the Customer and the organisation of childcare-related matters, MORGEN uses a mobile application with a parent portal (the “Parent app”). By signing the Childcare Contract the Customer agrees to the use of the Parent app.

3.2 Children should be signed out in the Parent app if they are not attending, for example in case of illness.

3.3 The rules for using the Parent app are available in the Parent app.

4 – Childcare allowance (kinderopvangtoeslag)

4.1 The Customer is responsible for applying for childcare allowance correctly and in good time and notifying any changes to the Dutch Tax and Customs Administration. This applies if and insofar as the customer is eligible for childcare allowance.

4.2 MORGEN will supply the Customer once each year with an annual statement for the purposes of childcare allowance.

5 – Cancellation of Childcare Contract and cancellation charges

5.1 A signed Childcare Contract may only be cancelled in writing. Send an email to plaatsingen@kinderopvangmorgen.nl or a letter to:

Kinderopvang Morgen | Klantcontact | Martin Campsstraat 3 | 2286 SB Rijswijk.

5.2 The Customer is required to pay cancellation charges in the case of a cancellation within one month prior to the start date of the Childcare Contract. The cancellation charges are equal to the childcare costs for one month and must be paid within 14 days following the invoice date. In the case of cancellation more than one month prior to the start date, no cancellation charges are due.

6 – Changes, notice to terminate and termination of Childcare Contract and suspension

6.1 Changes or notice to terminate in respect of the Childcare Contract may only be communicated in writing by sending an email to plaatsingen@kinderopvangmorgen.nl or a letter to:

Kinderopvang Morgen | Klantcontact | Martin Campsstraat 3 | 2286 SB Rijswijk.

6.2 The notice period for changes and termination is one (1) month. This period starts on the date when the notice is received by MORGEN.

6.3 Changes or termination may take effect on any day of the month.

6.4 A placement terminates automatically on the day of the child's fourth birthday.

6.5 In the case of automatic termination, no notice is required.

6.6 MORGEN may terminate a placement early by giving one month's notice. This is in accordance with Clause 15 of the General Terms and Conditions and the MORGEN suspension policy.

7 – Opening and closing times, holiday weeks and school weeks

7.1 The opening and closing times are stated on the website of IKC De Eglantier.

7.2 For pre-school care fixed time slots apply. The Customer must adhere to these. MORGEN reserves the right to change the time slots. If this results in a change in the number of childcare hours, MORGEN will reflect this in the childcare costs from the date when the change takes effect.

7.3 MORGEN is closed on Saturdays, Sundays, public holidays and several additional days or hours of closure published in advance each year. For these days there is no entitlement to restitution or to swap childcare days.

- 7.4 The public holidays are: New Year's Day, Easter Monday, King's Day, Liberation Day (once every 5 years), Ascension Day, Whit Monday, Christmas Day and Boxing Day.
- 7.5 MORGEN observes the 12 holiday weeks (the "Holiday Weeks"), as determined by the Dutch Ministry of Education, Culture and Science (www.rijksoverheid.nl/onderwerpen/schoolvakanties).
- 7.6 School weeks are the weeks in a calendar year that are not Holiday Weeks (the "School Weeks").
- 7.7 The Customer shall drop off and collect the child within the opening times and/or time slots. Or as agreed at the time of the intake or placement. The Customer shall sign the intake form for this purpose.

8 - Swapping childcare days

- 8.1 Swapping the days is not possible.

9 - Payment

- 9.1 The Customer shall pay to MORGEN the childcare costs, as stated in the Childcare Contract. The childcare costs may be revised annually.
- 9.2 MORGEN will charge the annual amount on a monthly basis in equal instalments (monthly amount). The customer will receive for 40 weeks pre-school care 12 invoices per year.
- 9.3 The Customer shall receive an electronic invoice each month in advance stating the monthly amount payable.
- 9.4 The total invoice amount must be paid within 14 days of the invoice date. Payment is by direct debit. Direct debits will be made on or around the 24th of the month.
- 9.5 Where payment is made otherwise than by direct debit the Customer shall ensure that the payment reference includes the customer number and/or invoice number. The total invoice amount must be paid in a single payment before the 24th of the month.
- 9.6 If payment is not received on time, MORGEN will send the Customer one reminder, giving the Customer a further 14 days to pay the invoice amount to MORGEN. If MORGEN does not receive payment within the period specified, under the suspension policy MORGEN is entitled to suspend or terminate the Childcare Contract with immediate effect. Due to the applicable notice period for termination, the payment obligation shall continue for one calendar month.

10 - Personal data processing

- 10.1 Prior to the start date of the Childcare Contract, the Customer shall supply to MORGEN the Dutch personal public service numbers (Burgerservicenummer or BSN) for the Parent(s)/Guardian(s) and for the child. This is a legal requirement to enable the Dutch Tax and Customs Administration to check the childcare allowance payable.
- 10.2 MORGEN is required by law¹ to supply personal data from its administration relating to the Customer and their child(ren) (name and address, date of birth and BSN), together with information on the number of childcare hours and the hourly rate, to the Dutch Tax and Customs Administration for the purposes of childcare allowance.
- 10.3 MORGEN is required to check that the correct BSN has been provided for the Customer and the child. We check this by inspecting a valid identity document.

11 - Force majeure

- 11.1 Force majeure applies where MORGEN is unable to comply with the Childcare Contract due to a circumstance for which MORGEN cannot be held responsible, as this circumstance is not attributable to any fault of MORGEN and MORGEN is not responsible for it by law, under the Childcare Contract or according to generally accepted standards.

¹ Childcare Act Regulation (*Regeling Wet Kinderopvang*), Article 38 of the Implementing Decision concerning the General Means-Tested Schemes Act (*Uitvoeringsbesluit Algemene wet inkomensafhankelijke regelingen*) and Articles 1a and 1b of the Implementing Decision concerning the General Means-Tested Schemes Act (*Uitvoeringsbesluit Algemene wet inkomensafhankelijke regelingen*).

11.2 The following situations shall in any event be regarded as force majeure, where they prevent MORGEN from complying with the Childcare Contract: fire, strike, war (or risk of war), terrorism and/or terrorist threat, insurrection, emergency government measures, (natural or other) disasters or pandemic.

12 - Amendment of 'Conditions and payment terms'

MORGEN may amend the Conditions during the term of the Childcare Contract, including making any amendments required due to changes to legislation or regulations. MORGEN shall give the Customer written notice of any amendment at least one month before the effective date. In the event of a unilateral amendment to the Additional Terms that has a negative effect for the Customer, the Customer may terminate the childcare contract with effect from the date on which the amendment takes effect. In all other cases the Customer is bound by the amended terms.

Part 2 IKC De Eglantier Pre-School Care

1. Age of children

Children aged 2 to 4 years can attend pre-school care. Children in the target group ('doelgroep') can attend pre-school care from the age of 2. From the age of 2,5 the placement can be extended to 4 half-day sessions.

2. Children in the target group

These are children who have been classified as belonging to the target group (doelgroepkinderen) by the Child and Family Centre (Centrum voor Jeugd en Gezin (CJG) - or called consultatiebureau - in Delft.

3. Half-day sessions and conditions

At pre-school care, children attend for 2 or 4 fixed half-day sessions each week (8 or 16 hours a week, respectively). These are always fixed combinations of half-day sessions. The placement days are recorded in the childcare contract. The child is required to attend these half-day sessions each week.

4. Parental contribution

The customer is entitled to reimbursement of some of the costs. The Dutch tax service or the municipality pays part of the costs and the customer pays part themselves. The amount that the customer themselves pays depends on their income and whether the customer has been given a referral for the child by the CJG:

- If a customer is entitled to childcare allowance, the customer makes their own application to the Dutch tax service for this (see Clause 4/General).
- With a referral by the CJG, the Delft municipality pays MORGEN for 5 hours a week. The remaining parental contribution for the other 11 hours is calculated based on the customer's income. If they do not have a referral by the CJG, the customer pays the 2 extra half-day sessions themselves.
- Customers who are not entitled to childcare allowance or to a referral by the CJG pay a fixed contribution. This contribution is set by the Delft municipality based on the customer's income. The parental contribution is due from the start date (start of the placement), as recorded in the childcare contract.