

## General terms and Conditions Kinderopvang Campus Wageningen

### **1. Applicability**

- 1.1 These General Terms and Conditions apply to - and are an inseparable part of - every offer, quotation and agreement relating to services of any kind to be provided by Kinderopvang Campus Wageningen further referred to as "user", unless expressly agreed otherwise in writing.
- 1.2 In these general terms and conditions, "Customer" or "Client" means any person who purchases services from or through user.
- 1.3 These terms and conditions may only be deviated from if the parties have expressly agreed to this in writing.

### **2. Conclusion and amendment of agreement**

- 2.1 All offers and quotations by user, in whatever form they are made, are without obligation unless the offer includes a deadline for acceptance. Only by written confirmation from user and client or by actual performance by user or client a contract will be concluded.
- 2.2 All indications in offers or agreements and their appendices, such as illustrations, are for indicative purposes only. Slight deviations will therefore not be at user's expense and risk.
- 2.3 Obvious clerical errors or mistakes in the user's offers will release the user from the obligation to comply with the agreement and/or any resulting obligations for compensation, even after the agreement has been concluded.
- 2.4.1 Kinderopvang Campus Wageningen has several forms of contract, further explanation below:
  - 52-week contract: when your child turns 4 before or during the two closed weeks in the summer vacations.
  - 51-week contract: if your child starts after the summer vacations (middle region), you will automatically receive a 51-week contract for that year. We are closed between Christmas and New Year's Eve.
  - 49-week contract: you have no childcare between Christmas and New Year's Eve. In addition, you will have no childcare for two weeks of elementary school in the middle region (closing weeks). If you need extra care during (one of) the closing weeks, you can request it before January 1 of the year in question, based on availability exclusively through Konnect. Costs are based on the flex rate. If your contract comes into effect later than January 1, you can request extra care through the location manager. Closing weeks are determined annually and communicated by user.
  - If a calendar year has 53 weeks, one week is added to the above contract types.
- 2.4.2 Every year, the contract form is adjusted to the General Terms and Conditions of Kinderopvang Campus Wageningen based on the number of weeks in the calendar year, the age of your child, the start date of your child and the end date of your child.

- 2.4.3 Changing the agreement is possible once per calendar year free of charge. Administrative costs will be charged for subsequent changes (€15.00 per change). Changes to (part of) the agreement must be made in writing with a start-up period or a notice period of two months.
- 2.4.4 If the customer (partially) cancels the agreement in the period of three months to one month before the start date, € 150 will be charged for administration costs. In case of cancellation within one month before the start date, the customer will owe the full cost of the first month (31 days). In the event of such a cancellation, childcare cannot be used at Kinderopvang Campus Wageningen.
- 2.4.5 The first two months of the agreement cannot be cancelled, which means that no childcare days can be cancelled within this period. For example, if the start date is 1 May, the agreement can be (partially) terminated as of 1 July.
- 2.4.6 Moving the start date is only possible if the birth takes place later than the due date. In that case, the start date can be postponed by the number of days that the delivery took place later, with a maximum of two (2) weeks.
- 2.4.7 If the customer wishes to cancel the agreement for a medical reason, the parties will consult with each other. The parent is advised to contact the employee responsible for the planning.

2.5 User is entitled to change these General Terms and Conditions unilaterally. In that case, User shall notify the Customer of the changes in a timely manner. There will be at least one month between this notification and the entry into force of the amended terms and conditions. If the client is a natural person, not acting in the exercise of a profession or business, and the change results in the client being provided with a performance that differs substantially from the original performance, this client has the authority to dissolve the agreement as of the date that the changed terms and conditions take effect, subject to two months' notice.

### **3. Execution of the agreement**

- 3.1 Children aged 0 to 4 years can be brought and picked up from Monday to Friday between 7.30 and 18.30 in accordance with the agreement. Customer and user can agree that a child will be brought between 7.00 and 7.30 in accordance with the agreement.
- 3.2 We assume that you will pick up your children on time. We base our employees' schedules on this. "On time" means that you leave the premises no later than the agreed end time. If your child is picked up outside the contract hours late, a penalty will be imposed as follows. For every 10 minutes late, 1 hour of care will automatically be charged.
- 3.3 If the client does not make use of the days taken in accordance with the agreement, the client is not entitled to replacement or compensation or refund of those days.
- 3.4 Extra requested care will always be charged for and cannot be cancelled. Unfulfilled appointments are at the expense and risk of the client.

3.5 Your data will be protected at all times in accordance with the Personal Data Protection Act and as of May 25, 2018 in accordance with the General Data Protection Regulation (GDPR/AVG).

#### **4. Rates**

4.1 All rates are in euros. These can be found on our website.

4.2 User increases the price for care each year. The price never exceeds €1.00 above the maximum hourly rate for childcare allowance when you use a 52, 51 or 49 week contract, except when the flexible rate is applied (for example during the closing weeks or with a contemporary contract). The maximum hourly rate can be found on the website of the tax authorities.

4.3 The registration fee is a one-time fee of €50.00 per child per contract.

4.4 The price of care is determined and agreed upon in advance. The price differs per type of care. These can be found on the website.

4.5 The annual price for childcare is, for each regular agreement, divided over twelve months.

4.6 A contract is calculated on the basis of 49 weeks, 51 weeks or 52 weeks (unless a calendar year has 53 weeks). You can find out which contract form you have on the agreement. This is adjusted annually (see Article 2.4.2).

4.7 A VVE contract is always 40 weeks. You can request additional regular care based on availability. See our VVE policy for additional information and conditions.

4.8 Payment is made in advance (no later than the 26th of the month prior to the care month) by direct debit. In December and February the direct debit can take place around the 24th of the month. Extra care is calculated per hour and charged per day (part).

4.9 An annual statement will be issued once. The client shall notify the user of any inaccuracies within four weeks of receipt or said deadline. If you request a copy, it can be purchased for €25.00, which can be paid in cash when the copy is handed over. Is the annual statement not correct? Please report this to us within four weeks after receipt or at the latest before the mentioned deadline. After that a change in (personal) data or a copy will cost €25.00 as described above. This also applies if you have not reported your changed situation or incorrect information to us on time and, as a result, a subsequent change has to be made.

#### **5. Payment**

5.1 Payment shall be made prior to the care month by means of direct debit. User always has the right, both before and after the conclusion of the agreement, to demand security for payment or advance payment, under suspension of the execution of the agreement by user, until the security has been provided and/or the advance payment has been received by user. Should advance payment be refused, user shall be entitled to dissolve the agreement and the client shall be liable for any resulting damage for user.

5.2 If collection is not possible, payment must always be made within 5 days of the invoice date. The client is not entitled to set off any claim against user against the amounts charged by user.

5.3 If payment is not made on time, the client will be in default by operation of law without notice of default being required. From that moment, the client shall owe the user interest on the outstanding amount of 2% per month.

5.4 If no payment has been received after the expiry of a further term of payment stipulated in a written reminder, the client will owe a penalty equal to 10% of the principal amount owed by the client to the user, including VAT, regardless of whether the user has had to incur extrajudicial collection costs and without prejudice to the user's right to claim damages.

5.5 Without prejudice to the User's other rights under this article, the Customer shall be obliged to reimburse the User for collection costs incurred by the User beyond the sending of a single demand or the mere submission of an - unaccepted - settlement proposal, the obtaining of simple information or the compilation of the file in the usual manner. These costs shall be determined on the basis of the guidelines applicable at that time for this purpose in courts in the Netherlands.

5.6 The applicability of article 6:92 BW is excluded with regard to the penalty clause included in this article.

5.7 If the Costumer has not made full payment, the User reserves the right not to provide the Customer with a (full) annual statement. Once full payment has been made by the client to the user, the customer will receive the annual statement within 14 days of the amount being credited to the user's bank.

## **6. Dissolution and termination of contract**

6.1 The client shall be deemed to be in default if it fails to fulfill any obligation arising from the agreement or fails to do so on time, as well as if the client fails to comply with a written reminder to perform in full within a set reasonable period of time.

6.2 In the event that the client is in default, the User shall be entitled, without any obligation to pay compensation and without prejudice to the rights vested in it, to dissolve the contract in whole or in part by means of a written notification to that effect addressed to the client and/or to demand immediate payment in full of any amount owed by the client to the User.

6.3 User is authorized to dissolve the agreement with immediate effect if suspension of payment or bankruptcy is applied for against it or if all or part of its assets are attached. All amounts invoiced will then become immediately due and payable. User shall never be liable for any compensation on account of such termination.

6.4 Temporary termination of an agreement is not permitted.

6.5 Termination of an agreement shall be in writing for both parties with a notice period of two months. User reserves the right to terminate the agreement with immediate effect in case of non-compliance by customer.

6.6 If a 49, 51 or 52 (in the case of a calendar year with 53 weeks) week contract has been used that is terminated prematurely, i.e. before the end of the calendar year, a fee will be charged to compensate for the reduction of those weeks or a recalculation will be made.

## **7. Unavoidable circumstances**

- 7.1 User is not liable if a shortcoming is the result of force majeure.
- 7.2 The term 'force majeure' as referred to in this article shall in any case be understood to mean unforeseen circumstances, including those of an economic nature, which have arisen (indirectly) through no fault or action on the part of the user, such as, among other things, serious (internal or external) disruption to the company, strikes and lockouts, war, hostilities, martial law, serious weather conditions (code red) or (serious) illness and epidemics or pandemics.
- 7.3 When force majeure occurs in the form of one of the cases mentioned in Article 7.2 or any other unforeseen force majeure situation, Customer shall not be entitled to any refund or compensation of any kind.

## **8. Liability**

- 8.1 User shall only be liable for damage suffered by the client if and insofar as such damage is the direct result of intent or deliberate recklessness on the part of managers of user.
- 8.2 The total liability of user shall in all cases be limited to compensation of direct damage.
- 8.3 User is not liable for damage if and insofar as the client has insured himself against the relevant damage or could reasonably have insured himself against such damage.
- 8.4 Other provisions included in the complaints procedure apply here. The complaints procedure can be found on our website [www.wageningenkinderopvang.nl](http://www.wageningenkinderopvang.nl).

## **9. Disputes and applicable law**

- 9.1 If ambiguity exists regarding the interpretation of one or more provisions of these general terms and conditions, the interpretation of that provision(s) must take place 'in the spirit' of these general terms and conditions.
- 9.2 Dutch law applies to an agreement concluded with the User. Foreign laws and treaties are excluded.
- 9.3 Other provisions included in the dispute settlement rules apply.
- 9.4 In case of contradictions between the Dutch version and the English version of our General Terms and Conditions, the Dutch version shall apply.

## **10. Other clauses**

- 10.1 Kinderopvang Campus Wageningen is **closed** during the following (Holi)days:

New Year's  
Good Friday  
Easter Monday  
Kings Day  
Liberation day  
Ascension Day

Whit Monday  
First Christmas day  
Second Christmas day

On December 24, we will close at 5 p.m. Client is not entitled to refunds or exchanges.  
Kinderopvang Campus Wageningen is closed from December 25 through January 1. Client is not entitled to a refund or exchange.

When closing on Dutch National Holidays, client has no right to refund or exchange.

- End of terms and conditions -