

## General Terms and Conditions Kinderopvang Op Stoom

These General Terms and Conditions apply to all agreements between, on the one hand, any of the enterprises operating under the name Op Stoom (at present this concerns the following private limited companies):

Argonauten Op Stoom B.V., Bibliotheek Op Stoom B.V., Bloemendaal Op Stoom B.V., De Teddyzolder Op Stoom B.V., Hillegom Op Stoom B.V., Kennemerland Op Stoom B.V., Meerwijk Op Stoom B.V., Ripperda Op Stoom B.V., Rozen Op Stoom B.V., Rutherford Op Stoom B.V., Spaarnestad Op Stoom B.V. and Zwanenburg Op Stoom B.V., all established in Haarlem, Burchtpoort Op Stoom B.V., Sarabande Op Stoom B.V., Holland Op Stoom B.V., all established in Nieuw-Vennep, municipality of Haarlemmermeer, and Dorst Op Stoom B.V., established in Dorst, municipality of Oosterhout, hereinafter referred to as 'Op Stoom' and on the other hand, any consumer (hereinafter referred to as either the 'Contracting Party' or 'Parent') of the childcare provided by Op Stoom (hereinafter referred to as 'Care') and other services (hereinafter referred to as 'Services').

The General Terms and Conditions of Op Stoom together with the General Terms and Conditions for Childcare of the Association for the Childcare Sector in the Netherlands (only available in the Dutch language) form an integral part of each agreement to place a Child in the Care of Op Stoom (hereinafter referred to as the 'Placement Agreement'). If for any reason whatsoever the Child and/or a friend or another acquaintance of the Child is/are cared for at Op Stoom without a Placement Agreement for that Care and/or Services being concluded beforehand, these General Terms and Conditions shall apply in the same way to that Care and/or Services and the applicability of these General Terms and Conditions shall be accepted beforehand by the Parent(s) of the Child and of the friend/other acquaintance of the Child who is cared for or to whom or for whom Services are provided.

### 1. Article 1: Definitions

- 1.1 Parent: the person who exercises parental authority or has custody of the Child and is authorised to represent the Child and/or the adult who lives permanently with the Child and who represents the child in the relationship with Op Stoom in the same way as a parent. Parent also refers to parents in these terms and conditions.
- 1.2 Childcare Place: the place that the respective Location of Op Stoom offers for the Care of the Child.
- 1.3 Registration: the registration of the Child to be cared for. The Child is regarded as registered and the request for Care by the Contracting Party is accepted after Op

Stoom has received from the Contracting Party a fully completed registration form for the Child (by post, by email or by other electronic means) and after all payment conditions are met.

- 1.4 Placement Agreement: the agreement signed by Op Stoom and by the Contracting Party that confirms the offer and acceptance of a Childcare Place. This agreement becomes legally valid once it is signed by the parties to the agreement or once it is accepted and returned electronically to Op Stoom by the Contracting Party.
- 1.5 Location: an establishment of Op Stoom, at which Care is offered and received.
- 1.6 Contracting Party: the Parent (according to the definition in Article 1.1) who concludes a Placement Agreement with Op Stoom.
- 1.7 Pricelist: the list issued by Op Stoom that sets out the fees for Care and all related charges. The pricelist for each location can be viewed on the Op Stoom website.
- 1.8 Out of school care: the collective term for before school care, lunchtime care, after school care and holiday care.
- 1.9 Day care: the care of nought-to four-year-olds for a whole day or part day.
- 1.10 Part day: the part of a day in which the Child is cared for.

## 2. Article 2: Types of Care and Opening Hours

- 2.1 Different types of Care are available at different Locations. Generally speaking, the same terminology is used.
- 2.2 Day care: Care of nought- to four-year-olds for a whole day or part day.
- 2.3 Before school care: Care of four- to 12-year-olds before school hours, solely on the teaching days of the respective school. This applies solely to the schools that the respective Location of Op Stoom includes in its programme of before school care. Individual arrangements for before school care can be made with Op Stoom for children at other schools.
- 2.4 Lunchtime care: Care of four- to 12-year-olds between morning and afternoon lessons, exclusively on the teaching days of the respective school. This applies solely to the schools that the respective Location of Op Stoom includes in its programme of lunchtime care. Individual arrangements for lunchtime care can be made with Op Stoom for children at other schools. The General Terms and Conditions of the Association for the Childcare Sector do not apply to lunchtime care. Some provisions of the General Terms and Conditions of Op Stoom may not apply to lunchtime care.
- 2.5 After school care: Care of four- to 12-year-olds after school hours.

This applies solely to the schools that the respective Location of Op Stoom includes in its programme of after school care. Individual arrangements for after school care can be made with Op Stoom for children at other schools.

- 2.6 Holiday care: the care of four- to 12-year-olds in regular school holidays. This applies solely to the schools that the respective Location of Op Stoom includes in its programme of holiday care. Individual arrangements for holiday care can be made with Op Stoom for children at other schools.
- 2.7 Preschool (Peuteropvang): Care of two- to four-year-olds.
- 2.8 Op Stoom can provide flexible care and occasional care, varying according to Location. Op Stoom can also provide various Care-related Services. The options can be viewed on the Op Stoom website.
- 2.9 The opening hours of each Location of Op Stoom can be found on the Op Stoom website.

### 3. Article 3

- 3.1 The Placement Agreement states the number of whole or part days that the Child will be cared for and includes the commencement date. It also includes the price and an indication of the number of hours of Care. Exceptions can be made per type of Care and Location, for example in the case of flexible care and/or occasional care.
- 3.2 The number of hours of Care stated in the Placement Agreement is indicative. No rights can be derived from this. Nor can any rights be derived from the price per hour of Care calculated according to the formula price divided by number of care hours.
- 3.3 The price stated in the Placement Agreement is the basis for the monthly invoice, which is sent in advance. This price can be changed by Op Stoom. The valid price is the price stated on the current Pricelist, even if Care has not yet begun at the time of the price change and if the Contracting Party has not been individually notified of the price change.
- 3.4 The Placement Agreement can come into effect on any day of the month.
- 3.5 By entering into the Placement Agreement, the Contracting Party, including on behalf of the other Parent where applicable, concurs with the character, with the vision, with the current and future policy, and with the decisions of Op Stoom and with the autonomy of the management of Op Stoom.
- 3.6 A Placement Agreement is entered into for the period described below in Article 3.7 and Article 3.8, unless another specific period is expressly agreed.

The Placement Agreement ends automatically, without the need for prior notice, once the specific period mentioned in that agreement has elapsed.

- 3.7 The Placement Agreement for day care shall in any case end automatically, without the need for prior notice, on the day before the fourth birthday of the Child. A fee for Care shall be charged up to and including the date on which the Placement Agreement ends, even if no use is made of the agreed Care for the Child.
- 3.8 The Placement Agreement for out of school care shall in any case end automatically, without the need for prior notice, on the last day of the school year in which the Child attends primary school for the last time.
- 3.9 In the event of the Child becoming permanently disabled in a way that could affect the functioning of the Child while in the Care of Op Stoom, the Contracting Party and Op Stoom shall have the right to end the Placement Agreement with immediate effect. In the event of the decease of the Child, the Placement Agreement shall end on the day of decease.
- 3.10 In all other – unmentioned – cases, the termination of the Placement Agreement requires prior notice. Notice of cancellation of the Placement Agreement must be given in writing and/or by electronic messaging. Cancellation of the Placement Agreement by the Contracting Party requires a notice period of one month. The sole determinant of the start of the notice period is the date on which notice is received by Op Stoom. The date of receipt of the notice registered by Op Stoom shall serve as evidence of this, barring the Parent being able to provide evidence to the contrary.
- 3.11 In the event that the Contracting Party wishes to reduce the agreed number of days, part days, hours of Care and/or Services, a notice period of one month, similar to that referred to in Article 3.10, shall apply.
- 3.12 In the event of any change in the number of days, part days, hours of Care and/or Services, the provisions of the Placement Agreement shall otherwise remain fully in effect.
- 3.13 In the event that the wish of the Contracting Party to reduce or increase the agreed number of days, part days, hours of Care and/or Services results in a new request for Care, this will be treated as such. A new combination of days, part days, hours and/or service is not automatically possible, even if it involves a combination that already existed in the old situation. Prior consultation with the person responsible for Placement at Op Stoom shall therefore be required in such cases.
- 3.14 Op Stoom shall be free to decide not to accept a Child if, in the reasonable opinion of Op Stoom, there are medical and/or social reasons for this. Such a decision may also be taken if the Child needs special attention or care that Op Stoom is unable to

provide. If a Child has already been placed with Op Stoom before Op Stoom decides not to care for the Child (any longer), Op Stoom shall inform the Parent of the reasons for its decision

- 3.15 Cancellation of the Placement Agreement by Op Stoom is also subject to a notice period of one month, as referred to Article 3.10, except in situations in which Op Stoom cannot be reasonably expected to give such notice. Op Stoom shall not be required to give notice if, for example, the Placement Agreement is cancelled because of the behaviour of the Parent, for example, if the Child is frequently not collected from the respective Location on time, or if the Parent oversteps the boundaries of common decency (such as issuing threats or displaying menacing behaviour, using offensive language etc.) and/or if a Parent ignores other rules laid down by Op Stoom
- 3.16 An already signed Placement Agreement may be cancelled by the Contracting Party in writing and/or by email, before the date agreed for the commencement of Care (and any provision of Extra Services). This is subject to a notice period of one month.

#### 4. Article 4: Charges and Terms of Payment

- 4.1 The average price for care is specified in the calculation tool on our website.  
You can use the calculation tool on the website for all locations of Op Stoom. The prices per location may vary.
- 4.2 The fee charged for Care is payable monthly in advance. Payable in advance means that the payment must always be credited to the bank account of Op Stoom before the first day of the next month (the due date). Payment of other charges must be received by Op Stoom within five days of invoicing (the due date).
- 4.3 Upon concluding the Placement Agreement, the Contracting Party shall issue Op Stoom with a direct debit mandate to collect all amounts owed by virtue of the Placement Agreement for Care and the performance of Extra Services.
- 4.4 The fee for Care agreed with the Contracting Party, based on the (average) rate stated in the Pricelist, (and where applicable for the provision of Extra Services) shall only apply if the amount owed is paid on time before the due date. In the event of late payment, the price for Care (and where applicable the price for the provision of Extra Services) shall be increased by one per cent per month, with a minimum of €10 per invoice. If the outstanding amount has still not been paid 21 days after the due date, the original price for Care (and where applicable for the provision of Extra Services) shall be raised by two per cent per month, with a minimum of €10 per invoice. If the outstanding amount has still not been paid a

month or 30 days (the shorter period shall apply) after the due date, the price for Care (and where applicable for the provision of Extra Services), increased by two per cent, shall continue to apply and the obligation of Op Stoom to care for the Child in accordance with the Placement Agreement or to provide Extra Services shall be suspended with immediate effect until the arrears are paid in full. In that case, the Contracting Party shall also be charged 15 per cent of the invoice value, with a minimum of €40, for out-of-court collection costs. In addition, in the case of late payment, Op Stoom shall be entitled to charge the Contracting Party interest at the legally permissible rate as from the due date. If Op Stoom has to take further extrajudicial collection measures, the actual extrajudicial collection costs shall be payable by the Contracting Party. The transaction date on which the outstanding amount is credited to the bank account of Op Stoom shall be regarded as the reference date.

- 4.5 The suspension of the obligation of Op Stoom to care for the Child or to provide Extra Services shall make no difference to the obligation of the Contracting Party to pay for the agreed Care (and where applicable for the agreed provision of Extra Services), including during the suspension period.
- 4.6 If the Placement Agreement is cancelled during a period in which the obligation of Op Stoom to care for the child or to provide Extra Services is suspended and/or during collection proceedings initiated by Op Stoom against the Parent, all existing and future amounts owed to Op Stoom by the Contracting Party shall become immediately and fully payable, including the charges for Care or for agreed Extra Services during the notice period of one month.
- 4.7 The amount per day or part day per month is calculated as an average price over the entire year. The price of Extra Services to be provided by Op Stoom may be calculated in other ways. The criteria on which Op Stoom bases the calculation of its prices and the calculation of the prices shall be accepted by the Contracting Party, including on behalf of the other Parent where applicable, upon signing the Placement Agreement to which these General Terms and Conditions apply.
- 4.8 Op Stoom shall issue the Contracting Party with an invoice for the month ahead monthly in advance. The invoice shall in any case state the forename and surname of the Child, his/her date of birth, the invoice period, the invoiced amount and the agreed number of days, part days, hours and/or Services. The number of hours and/or Services stated in the invoice shall be indicative and may be changed in the way referred to in Article 3.

- 4.9 If the Parent for any reason does not use an agreed day, day part or parts, hour or hours and/or Services for the Child, no reduction or refund of the amount agreed in the Placement Agreement shall be made.
- 4.10 When using your care-points, no additional costs are charged. Using your care-points will need to be approved by one of Op Stoom's planning employees. If the contracting party (exclusively) in accordance with a planning employee of Op Stoom, uses any extra care days/parts of days/hours, this will be charged through direct debit (see article 4.3). The administration of Op Stoom will serve as proof of the extra usage of care, unless the parent uses the possibility to present evidence to the contrary.
- 4.11 Op Stoom shall be free to change the prices it charges. Any price change shall be announced to the Contracting Party at least one month in advance either by email or by another form of electronic messaging.
- 4.12 The price of day care includes nappies and food (but not breakfast and/or an evening meal). If the nappies and/or the food provided at the respective Location of Op Stoom cannot be used by the Child for any reason, the Parent must him/herself arrange a suitable alternative. (Evening) meals can be offered separately at each location at the price stated in the Pricelist.
- 4.13 The price for out of school care includes food (but not breakfast or an evening meal). If the food provided at the respective location of Op Stoom cannot be consumed by the Child for any reason, the Parent must him/herself arrange a suitable alternative. (Evening) meals can be offered separately at each location at the price stated in the Pricelist.
- 4.14 The costs of regular transportation between school and the respective location are not included in the price for out of school care, unless indicated otherwise on the Pricelist for the respective location. Transportation to other locations where Op Stoom offers the opportunity to take part in activities, in the holiday periods, for example, must be organised by the Parent him/herself, unless a different arrangement is made with Op Stoom on an ad hoc basis.
- 4.15 Different payment periods and payment terms may apply to lunchtime care, which are set by school.

## 5. Article 5: Opening Times/ Extra Services

- 5.1 The Op Stoom establishments at the various Locations are open on the days and at the times indicated on the Op Stoom website. Opening days and times may differ according to Location.

- 5.2 Op Stoom endeavours to be open for out of school care also on days/hours when schools are closed other than for holidays. However, no rights can be derived from this. It applies solely to the schools that the respective Location of Op Stoom includes in its programme of out of school care.
- 5.3 Extra Services can be provided upon request. The options, prices and times relating to the provision of Extra Services are stated in the applicable Pricelist. The charges for Extra Services shall be invoiced in addition to the charges for the agreed Care. If occasional use is made of Extra Services, the charges for those Extra Services shall be payable in arrears and settled by direct debit (see Article 4.3). The records of Op Stoom shall serve as evidence of that extra provision, barring the Parent being able to offer evidence to the contrary.
- 5.4 Op Stoom is closed on all official public holidays:
- |                            |   |
|----------------------------|---|
| -New Year's Day            | January 1 <sup>st</sup>                             |
| -Easter Monday (Christian) | date changes each year (Monday after Easter Sunday) |
| -King's Day                | April 28 <sup>th</sup>                              |
| -Ascension Day (Christian) | date changes each year (always a Thursday)          |
| -Whit Monday (Christian)   | date changes each year (Monday after Whit Sunday)   |
| -Christmas Day (Christian) | December 25 <sup>th</sup>                           |
| -Boxing Day (Christian)    | December 26 <sup>th</sup>                           |
- and once every five years on May 5<sup>th</sup> (Dutch national holiday) and on the Friday after Ascension Day. Op Stoom is also closed in the week between Boxing Day (December 26<sup>th</sup>) and New Year's Day (January 1<sup>st</sup>). No reduction or refund, nor any other form of compensation, shall be granted for the days on which Op Stoom is closed.
- 5.5 During quieter periods, for example during (parts of) holiday periods, Op Stoom shall be entitled to offer Care at another Location than has been agreed, provided that other Location is no more than five kilometres away from the agreed Location, based on the ANWB route planner. The transportation of the Child to and from that other Location shall be the responsibility of the Parent.

## 6. Article 6: Consumer Complaints Board Childcare

- 6.1 The Parent / parent committee shall first lodge the complaint with Op Stoom.
- 6.2 If the complaint is not resolved, it shall be referred to the Consumer Complaints Board Childcare and Playgroups (hereinafter: Complaints Board) either in writing or in another form to be determined by the Complaints Board, within 12 months of the date on which the Parent / parent committee lodged the complaint with Op Stoom.



- 6.3 Disputes may be referred to the Complaints Board ([www.degeschillencommissie.nl](http://www.degeschillencommissie.nl)) by either the Parent / parent committee or by Op Stoom.
- 6.4 When the Parent / parent committee refers a dispute to the Complaints Board, Op Stoom shall be bound by this decision. If Op Stoom wishes to refer a dispute, Op Stoom must ask the Parent / parent committee in writing or in another appropriate manner to confirm within five weeks whether they agree to this. Op Stoom shall indicate at the same time that once the aforesaid period has elapsed, Op Stoom shall consider itself free to submit the dispute to an ordinary court of law.
- 6.5 The Complaints Board reaches a decision in compliance with its regulations. The regulations of the Complaints Board can be viewed at [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl) and can be forwarded if required. The decisions of the Complaints Board are in the form of a binding opinion. The Complaints Board charges a fee for hearing a dispute.
- 6.6 Only the above-mentioned Complaints Board or the ordinary court is competent to rule on disputes.

## 7. Article 7: Liability

- 7.1 The Care of children is, by definition, accompanied by risks. Obvious examples are when children are injured during care, or become ill or contract an infection, but all kinds of other risks are imaginable. Op Stoom endeavours to limit the risks as much as possible and complies with reasonable requirements for safety and due care. In the event that an incident results in damage, Op Stoom shall, if necessary, compile an accident report, which shall serve as evidence, barring the submission of evidence to the contrary. Op Stoom shall not be held liable for personal injury and/or for loss as a consequence of theft of the property of the Child and/or the Parent, and/or for any other damage suffered by the Child and/or the Parent provided that Op Stoom has adhered to reasonable standards of safety and due care in its Care activities and/or in the performance of Extra Services.
- 7.2 Op Stoom is insured against legal liability relating to the Care and/or Extra Services provided by Op Stoom.
- 7.3 The liability of Op Stoom shall be limited to the amount covered by the liability insurance taken out by Op Stoom, except in cases in which some legal regulation does not permit a limit on liability. The liability insurance policy taken out by Op Stoom limits the total amount that may be paid out in any year and also sets a ceiling on the number of cases that can receive a payout in any year. Upon prior appointment, a copy of the applicable terms of the policy shall be available for inspection by the Parent at the Location of Op Stoom.

- 7.4 If and insofar as no payout is made under the aforesaid liability insurance policy for any reason whatsoever, any liability of Op Stoom shall be limited to an amount corresponding to the price of three months' Care, calculated pro rata to the number of days, part days and/or hours of Care purchased by the parent in the three months directly preceding the damage for which Op Stoom is held liable, except for cases in which some statutory regulation does not permit such a limit on liability.
- 7.5 The liability of Op Stoom is excluded for consequential damage and immaterial damage except in those cases in which some statutory regulation does not permit the exclusion of liability.
- 7.6 The liability of Op Stoom is excluded for the wilful misconduct and/or (gross) negligence of non-managerial employees of Op Stoom and for the wilful misconduct and/or (gross) negligence of managerial employees of Op Stoom who are not members of the board of directors or the executive management of Op Stoom, except in cases in which a statutory regulation does not permit such exclusion. By management, in this Article is meant the executive management of the Op Stoom Group, thus not the managers at Locations of Op Stoom.
- 7.7 Under current legislation, anyone who exercises parental authority or has custody of a child is liable for any damage to a third party inflicted by a child who has not yet reached the age of 14. It is therefore advisable – and Op Stoom recommends this to the Parent – that the Child is covered by a family liability insurance policy taken out by the Parent. Op Stoom shall not accept any liability for damage to a third party or parties inflicted by a child in the care of Op Stoom.
- 7.8 If a Child in the care of Op Stoom causes damage, whether material or immaterial, to an employee of Op Stoom by, for example. pulling off spectacles, tearing clothing etc., both parents shall be jointly and severally liable to the employee concerned and/or to Op Stoom for compensation for that damage.
- 7.9 Any failure to adhere to the Placement Agreement concluded with the Contracting Party by Op Stoom cannot be attributed to Op Stoom in the event of force majeure. By force majeure is meant at any rate fire, storm and water damage as well as any other circumstance that makes a Location of Op Stoom unfit for Care and/or the performance of Extra Services and which cannot be reasonably attributable to Op Stoom. Such a circumstance also arises if the Location concerned has to be closed by order of the competent authority for a reason that cannot be attributed to Op Stoom, for example (but not confined to) the outbreak of an infectious disease. The obligations of Op Stoom under the Placement Agreement shall be suspended during the period of force majeure.

7.10 In addition to the above, in the case of lunchtime care provided at a school location, the school authorities shall remain ultimately responsible during lunchtime care. Op Stoom shall be responsible for orderly conduct and for the proper supervision during lunchtime care. Op Stoom shall not be held responsible and/or liable for any incidents and for their consequences that happen during and/or in connection with the school curriculum. Op Stoom shall not be held responsible for the safety and for the hygiene of the facilities at the school location and shall not be liable for any damage sustained in connection with the facilities at the school location.

## 8. Article 8: Privacy and Data Protection

8.1 Op Stoom shall at all times adhere to the relevant regulations for the protection of personal data. Op Stoom is permitted to place on its website, and/or on other data carriers on which it demonstrates its activities to third parties, images that have been made of activities that have taken place in relation to Care at Op Stoom, in which the depicted children are identifiable, unless parents have indicated their objection to this.

## 9. Article 9: Applicable Law/ Validity and Amendments to the General Terms and Conditions

- 9.1 Any agreement between Op Stoom and the Contracting Party is subject to Dutch law.
- 9.2 Any disputes between Op Stoom and the Contracting Party, insofar as the law permits this and with due consideration of the possibility referred to in Article 16 of the General Terms and Conditions for Childcare of the Association for the Childcare Sector, shall be submitted for judgement exclusively to the competent court in Haarlem.
- 9.3 In all instances not provided for by these General Terms and Conditions and the Placement Agreement, a reasonably proposed and deployed solution by Op Stoom shall apply, provided this is legally permissible and does not restrict the ability of the Contracting Party to submit that solution to the competent court for judgement.
- 9.4 Should the provisions of the Placement Agreement conflict with the provisions of these General Terms and Conditions, the Placement Agreement shall take precedence in the case of the point at issue, but the General Terms and Conditions shall otherwise remain in full force.
- 9.5 Should the provisions of the Placement Agreement conflict with the provisions of the General Terms and Conditions for Childcare of the Association for the Childcare

Sector, the provisions of the Placement Agreement in conjunction with the General Terms and Conditions of Op Stoom shall take precedence in the case of the point at issue.

- 9.6 Should the provisions of the General Terms and Conditions of Op Stoom conflict with the provisions of the General Terms and Conditions for Childcare of the Association for the Childcare Sector, in the case of the point at issue the provisions of the General Terms and Conditions of Op Stoom shall take precedence.
- 9.7 If any provision of these General Terms and Conditions proves to be invalid, the validity of the other provisions of these General Terms and Conditions shall remain intact.
- 9.8 These General Terms and Conditions and any amendments to them are published on the website of Op Stoom: [www.opstoom.nl](http://www.opstoom.nl). Amendments to these General Terms and Conditions shall come into effect two months after publication on the website of Op Stoom. Amendments to these General Terms and Conditions that have a direct impact on daily performance in connection with the provision of Care and amendments to these General Terms and Conditions that relate to prices and/or the payment obligations of the Contracting Party and/or of the other Parent shall be notified to the Contracting Party by email or another means of electronic messaging at least two months in advance and shall be published on the Op Stoom website. Such announcements of amendments to these General Terms and Conditions shall give the Contracting Party the possibility, until the date when the amendment(s) become(s) effective, to cancel the Placement Agreement for that reason, with due regard for the notice period.
- 9.9 Should the provisions of these English General Term and Conditions conflict with the ones in the Dutch language, the Dutch General Terms and Conditions shall take precedence.