

## Kober kinderopvang: supplementary terms and conditions

version: 22 November 2021

These contractual conditions are supplementary to Kober kinderopvang's General Terms and Conditions and form an integral part of the agreement between the parent and Kober kinderopvang.

### General

- Where the word 'parent(s)' appears in documents or terms & conditions, this is also understood to mean 'parent(s)/caretaker(s)'.
- Any information submitted to Kober by you as a parent has been done so correctly and truthfully.
- Changes and/or additions to the agreement apply only if we have approved these. No rights can be derived from any verbal assurances given by Kober employees, unless you have received confirmation of this from Kober in writing.
- To guarantee quality, wherever applicable, Kober kinderopvang works in compliance with a pedagogical policy plan and protocols.
- Your child is assigned a place at Kober kinderopvang on the basis of our placement policy.

### Contractual parent

The contract between Kober kinderopvang and the parent is entered into with one or both parents. This is referred to as the contractual parent. The underlying assumption on the part of Kober is that both parents have parental authority over the child. The contractual parent is responsible for coordinating with the other parent in respect of issues of parental supervision.

### Separated parents

If parents who are separated have entered into a 'parenting plan' or the courts have stipulated the parental arrangements, the parents in question are obliged to notify Kober kinderopvang of this. Kober kinderopvang will act in accordance with the arrangements in question. Parents are obliged to notify

Kober of any changes to these arrangements. If not, Kober shall act in accordance with the most recent arrangements. Kober is under an obligation to inform both parents where this is required. Only in the case of one of the parents no longer having parental authority, will we cease to send information to this parent, unless he or she so requests. In this case any information will be limited to that which relates to the child. It is the responsibility of the contractual parent to prove that the other parent no longer has any parental authority. This can be done by means of an extract from the custody register. However, by law the contractual parent has an obligation to consult and to inform the other parent, unless the courts have ruled otherwise.

### Death

If the contractual parent should die, contact will be made with the other parent with parental authority to discuss future childcare facilities for the child. If there is no other parent with parental authority, this will be discussed with the child's legal guardian.

## **Child independence contract**

At Kober we work with a so-called 'child independence contract' when children reach an age when they can exercise a greater degree of independence. We shall consider each child individually and the level of responsibility a child can assume. Of course, we will discuss with you and your child which responsibilities can be assumed as part of this greater independence. Anything we agree with you will be set out in a document outlining these arrangements (Onze afspraken). We will sign this document jointly and we will also ensure that your child is made aware of the obligations that go with these new responsibilities.

This procedure is monitored via our internal audit and via the incident register. If, in practice, it appears there are risks associated with this procedure, the procedure will be modified. We believe the procedure should be based on pedagogic principles, but on legal ones too. For example, if it is decided your child can play outside, we will make arrangements about having visual contact with the child. Once your child is outside this visual contact, Kober cannot be held legally responsible for your child.

## **Child daycare package**

If a client starts during the calendar year, the holiday entitlement is calculated on a pro rata basis. Rounding off is applied in the client's favour. Thus 4.3 days of holiday becomes 5 days of holiday.

## **Municipal assistance**

Do you have a contract in which you are eligible for municipal assistance, such as sole provider support (reductieregeling) or a discount scheme (reductieregeling) and the municipality decides not to renew this support? In this case your contract will expire. At this point you will receive a new contract on the basis of the standard rates.

In order to take advantage of the support, in some cases we are obliged to ask for an annual financial statement. If you are unable to provide this, your contract will be terminated.

## **Cancellation, termination and deregistration**

Both Kober kinderopvang and the parent can cancel or terminate the contract, either in part or in full. This can only be done for the total number of hours of the day (or part of the day) in question, so not for a portion of these hours for that (part of the) day.

Cancellation or termination can only be requested in writing via [serviceteam@kober.nl](mailto:serviceteam@kober.nl). The date on which notice of cancellation or termination is received is decisive. A period of notice of one month applies at all times. This also applies to partial termination. You can terminate the contract on any day of the month. The last day of the contract is always a contract day. Kober does not refund any money with respect to additional services / days / parts of days unless this has otherwise been set out in our policy.

Kober kinderopvang charges a cancellation fee if you cancel (part of) the agreement within 1 month prior to the agreed date of commencement. Our charges are in line with the following rates:

- Cancellation no later than 1 month prior to the date of commencement: free of charge.
- Cancellation between 1 month and 15 days prior to the date of commencement: half the agreed monthly payment.

- Cancellation within 15 days prior to the date of commencement: The full agreed monthly payment.

If a client has cancelled for a contract day, but still wishes to make use of childcare on that day, the client must request the day in question in accordance with the rules for using a credit. Child daycare can then be used if the 'Childcare Professional to Child Ratio' (Beroepkracht-Kind-Ratio) permits it.

## Rates

We set our rates and our products on an annual basis. These can be found on our list of rates. We will notify parents in writing about rates for the new year. These can also be found on our website.

Our rates are indexed each year on the basis of the consumer price index, changes in statutory regulations, collective agreements in the childcare sector, pension contributions, taxes and social contributions. Price adjustments are submitted to the central parents' committee (Centrale Oudercommissie) for advice.

The rates published by Kober kinderopvang do not include any legally imposed VAT rates, unless otherwise specified.

## Invoicing

Invoicing of nursery care, childcare and out-of-school care is made on the basis of advance payment. You will receive your invoice for the following month of childcare on or around the 20th of the preceding month.

Invoicing for stay-in-school (overblijven) is on the basis of the actual number of after-hours care. In this case you will be invoiced retrospectively. You will receive your invoice for the preceding month of childcare on or around the 20th of the month.

In the case of advance invoicing, we charge annual costs in 12 equal monthly instalments. This is regardless of the number of actual care days you have taken in any month. You are always subject to pay the invoice, even if you have not made any use of your child's place or additional services. If you terminate prematurely, you are required to settle the difference between the actual number of hours of childcare taken (at the moment the contract is terminated) and the average number of hours of childcare per month which have been invoiced. The same applies to Kober: if more hours of childcare have been invoiced than have actually been taken up to the moment of termination, Kober is required to refund the difference.

## Terms and conditions of payment (nursery care, childcare and out-of-school care)

1. For every childcare place made available by Kober kinderopvang the contractual parent is charged a monthly fee as specified in the most recently published and current price list, available on request from Kober kinderopvang. The amount specified is payable at all times, regardless of whether the childcare place is taken or not.

2. If it has been agreed with the contractual parent that Kober kinderopvang invoice parts of the bill direct to third parties, the contractual partner is at all times responsible for full payment of the childcare place.
3. Payment is on a monthly basis, in the month preceding the month in which childcare will take place, unless the parties have explicitly agreed otherwise.
4. Payment of the invoice is required to be made without any discount or offsetting of debts within 14 days of the invoice. If this deadline is missed, the other party is in default by law, without a summons and/or notice of default being required. If it is agreed that payment is required to be made in instalments, the debtor is in default by law if payment has not been made at the latest on the expiry dates specified in the agreement. In the event of nonfulfilment of the arrangements made, that is, if a payment has not been received or not received in good time, the arrangements will cease and all payments which are owing will be immediately due and payable and legal measures pursued.
5. In the event of default of the debtor as referred to in the previous paragraph, the following measures will become operative: a. Any change request or new request on the part of the debtor will not be considered until payment has been made. b. The debtor must pay the statutory interest with respect to the outstanding claim, as referred to in article 6: 119 of the Dutch Civil Code. c. Kober kinderopvang is entitled to outsource the demand for payment and to recover the additional costs of this in full from the debtor. The extrajudicial collection costs amount to 15% of the principal sum owed, with a minimum charge of €40. This is without prejudice to the right to demand full compensation with respect to fulfilment or dissolution or not.
6. If the contractual parent acts in breach of one or more of the conditions in this agreement, including but not limited to the proper and prompt payment of all amounts which they owe to Kober kinderopvang, or in the event of the contractual parent being declared bankrupt, requesting suspension of payment, or if any of their effects is or has been seized, then Kober kinderopvang is entitled to demand either rectification of the breach or contrary action, or – at the discretion of Kober kinderopvang - to terminate this agreement at once and with immediate effect.
7. Kober kinderopvang is authorised to make changes to these terms and conditions. These changes come into effect at the time they are made known. Kober kinderopvang can send the amended terms and conditions on request. If the date these changes come into effect is not announced, these changes will come into effect as soon as the contractual parent has been made aware of these changes.