



General Terms And Conditions Little Chewies

1. Introduction

General terms and conditions are in line with the industry standards in the Dutch childcare sector (Brancheorganisatie Kinderopvang)*

2. Definitions

In these General Terms and Conditions, the following is understood.

Agreement	15:00 to 18:30The Childcare Agreement between the Parent and the Little Chewies BV
Childcare	The commercial or otherwise not free of charge caring for, raising and contributing to the development of children, up to the first day of the month when the children start secondary education.
Childcare Centre	A facility that provides Childcare (other than a host family service).
Commencement Date	The agreed date on which the Childcare commences.
Day Care	Childcare provided by a Childcare Centre for children up to the age when they attend primary school.
Disputes Committee:	The Disputes Committee for Childcare
Out of School Care	Childcare provided by a Childcare Centre for children of primary school age, in which care is offered before or after the daily school period, as well as during days or afternoons off and during school holidays.
Parent:	The relative by blood or affinity in the ascending line or the foster parent of the child to whom the Childcare relates
Parent Committee	Advisory and consultative body established by the Proprietor consisting of a representation of parents whose children are cared for in the Childcare Centre.
Parties:	Little Chewies BV and the Parent / Legal Guardian
Proprietor	Natural person or legal entity who/which operates a Childcare Centre.
Start Date	The date when the Agreement takes effect.
Written (In Writing)	Written also includes electronic means of communication, except where the law provides otherwise.

3. Applicability

1. These General Terms and Conditions are applicable to the conclusion and performance of the Agreement.
2. The Agreement is concluded between the Proprietor and the Parent.

4. Provision Of Information

1. If a Parent is interested in the possible placement of his/her child in a Childcare Centre, the Proprietor will provide the Parent with an information pack in which the Proprietor provides a description of the services at the Childcare Centre that is sufficiently detailed to enable the Parent to make an informed choice between the various Childcare Centres on the market.
2. The information pack will be provided In Writing and will contain at least the elements outlined in this document to these General Terms and Conditions or a reference to the location where the relevant documents are available for perusal.
3. After having taken note of the information pack, the Parent will have the option to register with the Proprietor as a party interested in Childcare.

5. Enrolment

1. The Parent registers with the Proprietor as a party interested in Day Care or Out of School Care for his/her child (children) for a specific duration by means of an enrolment form.
2. On the enrolment form, the Parent indicates whether he/she agrees that the offer referred to in Article 6 and/or the General Terms and Conditions may be provided to him/her electronically.
3. The Proprietor confirms the receipt of the enrolment form In Writing.
4. The Proprietor's enrolment conditions are applicable to the enrolment.
5. The enrolment compels neither the Parent nor the Proprietor to conclude an Agreement. The enrolment should only be regarded as a request of the Parent to the Proprietor to make an offer with regard to an Agreement to provide Childcare.
6. Following receipt of the enrolment form, the Proprietor can make the Parent a direct offer. It is also possible that the Proprietor places the Parent on a waiting list.
7. When placed on a waiting list, the Proprietor informs the Parent accordingly In Writing. As soon as the Parent qualifies for Childcare based on his/her ranking on the waiting list, the Proprietor will make an offer as referred to in Article 6.

6. Offer

1. Following the enrolment, the Proprietor can make the Parent an offer.
2. The offer will contain information about the Proprietor, a description of its services and all elements referred to in Appendix 1 to these General Terms and Conditions or a reference to the location where the relevant documents are available for perusal as well as:
 - the (expected) name and (expected) date of birth of the child; the available Commencement Date
 - the available type of care and the available location
 - the offered services concerning individual healthcare, provided that the Parent has requested such during enrolment and the Proprietor has the resources available to offer such services
 - the price pertaining to the offer;

- the payment method and any additional costs of derogating payment methods;
 - the cancellation terms, including the cancellation costs; the term of the Agreement;
 - the applicable notice periods; the reply deadline regarding the offer
 - a reference to the applicability of these General Terms and Conditions;
 - a date of issue.
3. The offer takes place In Writing and is accompanied by the General Terms and Conditions.
 4. The offer, for the acceptance of which the Proprietor offers the Parent a reasonable reply period, is irrevocable up until the reply deadline. The offer lapses upon the expiry of the reply period.

7. The Agreement

1. The Agreement is concluded following acceptance by the Parent of the offer made by the Proprietor.
2. The Parent accepts the offer In Writing. The Start Date of the Agreement is the date on which the acceptance is received by the Proprietor.
3. The Proprietor confirms the receipt of the acceptance In Writing.
4. Within the framework of the Agreement, the Proprietor will be free to fulfil the Childcare at its own discretion

8. Cancellation

1. The Parent is entitled to cancel the Agreement from the Start Date up to the Commencement Date.
2. The Parent is liable to pay cancellation costs.
3. The cancellation costs will never exceed the payment due over the notice period applicable to the Parent as referred to in Article 11, paragraph 4.

9. Placement Interview

1. The Proprietor invites the Parent for an interview in a timely fashion prior to the Commencement Date.
2. The following is discussed during this interview:
 - specific information about the Parent and his/her child required for the Childcare, including the relevant Citizen Service Number(s)
 - The commencement and duration of the settling in period
 - General or temporary points for attention and details of the specific care needs of the child (daily routine, nutrition, illness, medication, development and the like)
 - The individual wishes of the Parent, which will be taken into consideration insofar as reasonably possible

- The method of communication
 - Participation in excursions
 - Taking pictures and/or videos of the child
 - The statutory liability of the Parent for damages caused by his/her child. And in addition, in the event of Out of School Care:
 - The elements referred to in Appendix 1 to these General Terms and Conditions, paragraph 5.
3. The Proprietor confirms the arrangements agreed on during the placement interview to the Parent In Writing.

10. Duration and Extension of Agreement

1. The Agreement is concluded for the maximum term of the agreed type of Childcare
2. The maximum term for Day Care runs up to the date that the child starts primary education.
3. The maximum term for Out of School Care runs from the date that the child starts primary education up to the date that the child starts secondary education.
4. In derogation from the provisions set forth in paragraph 1, Parties can agree on a shorter term of at most one year.
5. After expiry of the Agreement concluded in pursuance of paragraph 4 for a shorter term than the maximum term, Parties can extend the Agreement. Extension does not take place automatically.
6. Any extension of the Agreement is agreed on In Writing.

11. End of Agreement

1. The Agreement will end by operation of law upon the expiry of the term included in the Agreement.
2. In addition, the Agreement comes to an end following (interim) termination by one of the Parties.
3. The Proprietor will only be entitled to terminate the Agreement on the basis of compelling reasons. The following, in any case, are regarded as compelling reasons:
 - a situation where the Parent has failed to comply with his/her payment obligation for a period of one month;
 - b. the continuation of situations as referred to in Article 12, paragraph 2,
 - the situation referred to in Article 12, paragraph 2,
 - a circumstance in which the Proprietor, due to a cause that cannot be attributed to the Proprietor, is no longer capable of performance of the Agreement for a prolonged period or permanently;
 - a commercial circumstance that jeopardises the continuity of the location where the child has been placed.
4. Termination takes place by means of a motivated Written notice to the other Party, stating reasons
 - with due regard to a notice period of one month in the event of termination by the Parent;

- with due regard to a reasonable notice period which will at least amount to one month in the event of termination by the Proprietor;
 - with immediate effect in the event of termination by the Proprietor in pursuance of Article 11, paragraph 3
5. During the notice period, the payment obligation of the Parent continues. The notice period takes effect on the date when the Parent or the Proprietor has received the notice of termination. The notice is deemed to have been received on the date of the postmark on the envelop, on the date of the email with which the notice was sent or on the date when the electronic notice was sent, unless the notice contains a different date.
 6. Other than by expiration of the agreed term and other than as a result of termination, the Agreement comes to an end with immediate effect in the event of the death of the child.

12. Accessibility

1. In principle, the location where the child has been placed is accessible to the child for as long as the Agreement is in place between the Proprietor and the Parent.
2. The Proprietor is entitled to deny the child and/or the Parent access to the location for the duration of the period that normal care of the child cannot reasonably be expected of the Proprietor and the child cannot be cared for in the usual manner. For instance, because:
 - the child requires additional care due to illness or otherwise;
 - the child and/or the Parent present a risk or threat to the mental and/or physical health or safety of others after having received a warning, unless the Proprietor cannot reasonably be expected to issue a warning;
 - the care of the child disproportionately encumbers or hinders the normal care of the other children.
3. If the Proprietor denies the child and/or the Parent access to the location, the Proprietor will enter into consultation with the Parent to arrive at a solution for the situation that is acceptable to both Parties.
4. If the Parent disagrees with the decision to refuse access under Article 12, paragraph 2 and the consultation with the Proprietor does not result in a solution, the Parent can submit this decision to the Disputes Committee, with the request that the dispute will be dealt with in accordance with the expedited procedure as referred to in the Regulations of the Childcare Dispute Committee.
5. The Proprietor will not be permitted to cancel the placement during the expedited procedure.

13. Mutual Obligations

1. Parties are jointly responsible for ensuring adequate exchange of information about the child.
2. Parties are responsible toward each other for the child in the following manner:
 - In the event of Day Care: the Parent is responsible for the child when bringing the child and the Proprietor when collecting the child, until the time

that Parties can reasonably assume that the transfer of responsibility has actually taken place;

- In the event of Out of School Care: the manner in which the child arrives and leaves Out of School Care will determine the transfer of responsibility for the child. Parties will make arrangements on this subject In Writing.

14. Obligations of Proprietor

1. In pursuance of the Agreement, the Proprietor is obliged to provide Childcare subject to the agreed terms and conditions.
2. The Proprietor warrants that:
 - a. The Childcare that falls under its responsibility complies with the applicable legislation and regulations; is performed in accordance with high standards and while making use of sound equipment;
 - b. A Childcare Centre that falls under its responsibility is suitable for the responsible care of children both in terms of personnel and in terms of material facilities. A further arrangement of the manner in which the Proprietor fulfils its obligations as referred to in Article 14, paragraph 1 is included in Appendix 1. This appendix forms an integral part of these General Terms and Conditions.
3. The Proprietor takes the individual wishes of the Parent into consideration insofar as this is reasonably possible.

15. Obligations of Parent / Legal Guardian

1. The Parent reports any particulars of a medical nature or with regard to the development of the child during the enrolment.
2. The Parent will be responsible for ensuring that the Proprietor has received all details necessary to contact the Parent.
3. The Parent observes the rules that are applicable in the Childcare Centre.
4. The Parent will refrain from any conduct that will make the performance of the Agreement more difficult on the part of the Proprietor and will be responsible for ensuring that his/her child also refrains from such conduct.
5. The Parent brings and collects the child in a timely fashion and ensures compliance with this obligation by others who bring or collect the child on behalf of the Parent.
6. The Proprietor will record the authorisation of those other than the Parent who collect the child from Childcare In Writing if the Parent requests this.
7. The Parent will pay the Proprietor in conformity with the arrangements made regarding this matter and within the payment term or bears the responsibility for this payment taking place.

16. Amendment of Agreement

1. The Proprietor is entitled to unilaterally amend the Agreement for compelling reasons. Compelling reasons are, in any event, changes in legislation and

regulations or commercial circumstances that jeopardise the continuity of the location where the child has been placed.

2. Amendments to the Agreement are announced by the Proprietor in a timely fashion with a notice period of at least one month.
3. In the event that the amendment of the Agreement results in an essential change to the Childcare to be provided, the Parent will be entitled to terminate the Agreement, commencing on the day on which the amendment comes into effect.

17. Price and Price Changes

1. The price to be paid by the Parent for the Childcare will be agreed in advance.
2. The Proprietor will be entitled to adjust the agreed price three months after the Start Date, which includes a price increase. The Proprietor will notify such price changes in advance. The price change will not come into effect any earlier than one calendar month plus one week after the notification.

18. Payment / Late Payment

1. The Parent pays on the basis of a Written invoice and no later than on the payment date set out in the invoice. Any reliance on a deposit provided is equal to a payment. The invoice is provided free of charge.
2. If a Parent pays a third party designated by the Proprietor, the Parent will consequently be released from his/her payment obligation. The designation by the Parent of a third party that must provide payments will not remove the liability of the Parent for (timely) payment. Any payments by a third party on behalf of the Parent will however release the Parent from his/her payment obligation.
3. Failing complete and timely payment, the Parent will be in default by operation of law.
4. After the expiry of the payment date, the Proprietor sends a Written payment reminder and gives the Parent the opportunity to yet pay within 14 days after receipt of this payment reminder. Moreover, the Proprietor warns the Parent in this payment reminder about the termination authority of the Proprietor in pursuance of Article 11, paragraph 3. This payment reminder must be sent at least 14 days prior to the date on which this authority can be invoked.
5. If, after the expiry of the period set out in the payment reminder, payment has still not been made, the Proprietor charges interest as from the expiry of the final due date specified in the invoice. This interest equals the statutory interest.
6. Extrajudicial costs incurred by the Proprietor to enforce payment of a Parent's debt can be charged to the Parent. The amount of the extrajudicial collection costs will be governed by statutory limitations.
7. A payment made will firstly serve to settle the costs and interest owed and thereupon to settle the longest outstanding debts.

19. Applicable Law and Court

1. Dutch law is applicable to the Agreement.

2. The competent Dutch court is authorised to rule on the Agreement notwithstanding the authority of the Disputes Committee, as referred to in Article 20, to hear and decide on a dispute referred to in that article

20. Complaints Procedure

1. Complaints about the performance of the Agreement must be submitted to the Proprietor fully and clearly described In Writing. The Parent must submit the complaint within a reasonable period after he/she has noticed the defect in the performance, or reasonably ought to have noticed the defect, whereby a complaint within a period of two months after noticing is deemed to be submitted in a timely manner.
2. The Proprietor will deal with the complaint in accordance with its internal complaints procedure. The Parent Committee has the right to be consulted on the compilation and/or amendment of this internal complaints procedure in conformity with the provisions set out in the Dutch Childcare Act.
3. If the complaint cannot be resolved amicably, a dispute will have arisen which will be subject to the dispute settlement rules under Article 21.

21. Disputes Settlement Rules and Statutory Complaints Procedure for Childcare

1. Disputes between the Parent and the Proprietor about the conclusion or the performance of the Agreement can be brought before the Disputes Committee for Childcare and Playgroups, 10 Bordewijklaan 46, PO Box 90 600, 2509 LP The Hague (www.degeschillencommissie.nl), either by the Parent or by the Proprietor.
2. A dispute is only handled by the Disputes Committee if the Parent has first submitted his/her complaint to the Proprietor.
3. If the complaint cannot be resolved, the dispute must be brought before this Committee In Writing or in another form to be determined by the Disputes Committee within 12 months after the date on which the Parent submitted the complaint to the Proprietor.
4. When the Parent wants to submit a dispute to the Disputes Committee, the Proprietor will be bound by this choice. If the Proprietor wants to bring a dispute before the Disputes Committee, the Proprietor must first request the Parent In Writing to state whether he/she agrees to this within five weeks. The Proprietor must in this respect state that it will deem itself free to bring the dispute before the court after the expiry of the aforesaid period.
5. The Disputes Committee rules in consideration of the provisions set out in its regulations. The regulations of the Disputes Committee are available via www.degeschillencommissie.nl and will be forwarded on request. A fee is payable for the handling of a dispute. The decisions of the Disputes Committee are given by binding third-party ruling. Legal proceedings are available for marginal review of this binding third-party ruling.
6. The court, or as the case may be the Disputes Committee referred to above, has exclusive jurisdiction to hear and decide on disputes.

22. Addendums

1. Individual addendums or extensions of these General Terms and Conditions must be agreed between the Proprietor and the Parent In Writing.

23. Amendment of General Terms and Conditions

1. These General Terms and Conditions were prepared by the Dutch Association for the Childcare Sector. The Dutch Association for the Childcare Sector can amend and review its General Terms and Conditions for Childcare.
2. The Proprietor is entitled to amend the Agreement unilaterally in the sense that the latest version of the General Terms and Conditions for Childcare established by the Dutch Association for the Childcare Sector are stated to be applicable thereto. By accepting these General Terms and Conditions the Parent states to agree to such amendments.
3. The Proprietor notifies the Parent In Writing of any amendment of the General Terms and Conditions.
4. The amendments come into effect one month and one week after this notification, or at a later date if this is set out in the notification, unless a derogating statutory period is required, which will be applied in that case.
5. In the event that the amendment of the General Terms and Conditions results in an essential amendment of the Agreement, the Parent will be entitled, until the day on which the amendments come into effect, to terminate the Agreement commencing the day on which the amendment comes into effect.

Further arrangement of the obligations of the Proprietor pursuant to Article 14 of the General Terms and Conditions for Childcare, Day Care and Out of School Care 2016. The Proprietor will fulfil its obligations referred to in Article 14, paragraph 2 by, among other things, ensuring that the Proprietor has the following available:

1. a pedagogical policy plan that outlines the typical manner of interacting with children and their parents;
2. regulations/documents that reflect policies on hygiene, safety, child abuse, medical treatment, illness and privacy;
3. regulations that arrange the functioning of the Parent Committee;
4. regulations that arrange the complaints procedure;
 - an overview of or information about the following elements of the Childcare:
 - type of care, possibilities for flexible care and any extra services;
 - information about groups, the staff-to-child ratio per age group and the available space;
 - exchange of information, including form and frequency, such as the number of parent meetings that take place per year;
 - the food to be provided;
 - possibilities for making specific arrangements about development, care and nutrition;
 - opening hours and days and any mandatory minimum purchase;
 - times when the children are received at and leave the Childcare Centre;
 - in the event of Out of School Care:
 - a. possibilities for participating in external activities, for example sports and music;
 - b. possibilities for bridging the distance between school and the Childcare Centre or school and external activities, for example the type of transport and whether under supervision;
 - c. possibilities for bridging the distance between the Childcare Centre and home or external activities and home, for example whether travelling home independently;
 - d. care during holidays and additional school days off;
 - the placement procedure;
 - the nature and extent of the settling in period;
 - any regulations in which the standing orders of the Childcare Centre are recorded;
 - the applicable price;
 - the payment method and any additional costs in the event of derogating payment methods;
 - cancellation conditions, including the cancellation costs;
 - enrolment conditions, including the enrolment costs;
 - applicable notice periods.

Appendix 1

In accordance with Article 23, Little Chewies BV has drawn up the following supplementary terms and conditions in terms more specific to the services

24. Definitions

BSO:

BSO	Out of School Care for children aged 4 to 12 years while they are attending primary school. The hours or days when the school is closed are not included in the Out of School Care contract. Parents can use extra care days to cover these periods with a discount of 25% on the hourly rate applicable to them.
-----	---

Apart from fixed contracts, Little Chewies also provides flexible contracts, which offer care without a minimum number of days or weeks. However, these contracts do not guarantee availability. Availability is provided on a first come first served basis and in line with staff / transportation availability.

Little Chewies flexible care conditions:

- Parents must ask the location manager for flexible care days;
- Parents should submit this request at least four working days in advance of the required care day;
- If a place is available in the child's group, the location manager agrees to the request. There is no guarantee that the request can be honoured on the required care day;
- The requested care day may be cancelled free of charge up to two working days prior to the requested date. Should this not be the case, Little Chewies will charge for the care day;
- Parents will receive the invoice for flexible care during the month following the month in which the flexible care was provided.

25. Extra Care Days

occasional extra care days conditions:

- Parents must ask the location manager for occasional extra care days;
- Parents should submit this request at least four working days in advance of the required care day;
- If a place is available in the child's group, the location manager agrees to the request. There is no guarantee that the request can be honoured on the required care day;

- The requested care day may be cancelled free of charge up to two working days prior to the requested date. Should this not be the case, there will be a charge for the care day;
- Parents will receive the invoice for occasional extra care during the month following the month in which the occasional extra care was provided.

26. Invoicing and Payment

Little Chewies will only send paper invoices by post at the request of the parent. Childcare charges are to be paid in the month preceding the care, around the 28th preferably by direct debit.

Parents are not permitted to pass the bank account number of Little Chewies to the tax authorities for childcare allowance. Parents apply for childcare allowance themselves and the allowance will be paid into their own bank accounts. Parents therefore remain responsible for paying invoices in full themselves.

27. Privacy

Little Chewies wants parents, children and colleagues to feel safe. This is one reason why the organisation is compliant with the General Data Protection Regulation (GDPR). The GDPR entered into force on 25 May 2018 and is the successor to the Dutch Data Protection Act (Wbp). The GDPR regulates the use of information that makes natural persons identifiable. Please find the full text of the privacy statement on our website.

27.1 Why do we collect information?

If you apply on our website or by other means for a place at one of our Childcare Centres, we ask you to enter personal data on an enrolment form. We use the information that you provide for the following purposes:

- To process your request;
- To conclude a placement contract with you;
- To send you invoices and an SEPA direct debit form;
- To help provide your child with the best possible care;
- To meet our statutory requirements;
- To help analyse, maintain, secure and optimise our website;
- To inform you of our activities.

We also use your data for other activities that support our business operations

27.2 Storing Personal Data

We do not store the personal data that we collect from you for any longer than is necessary to fulfil the purpose for which we collected and processed this data or for any longer than is necessary to meet our statutory disclosure requirements.

27.3 Use of images and Information

We would like to keep you informed about the experiences and adventures that your child has with us. For this, we use several means, such as Mailchimp, My Album and other social media. When you conclude an agreement with us, we request your permission to use certain images and information on these various outlets.

27.4 Internal Training

To maintain and improve our professionalism and the quality of care, we use footage of our groups. With video interactive guidance (VIB), pedagogical trainers film our staff interacting with children in the workplace. This footage is only seen by the trainers and our staff members. We also delete the footage immediately after use. At the start of your contract, we ask if you agree to this type of filming.

27.5 Changes

Our privacy statement may be changed at any time. The latest version can always be found on our website.

28. Notice Period and Cancellation Costs

In addition to the terms referred to in Article 9, Little Chewies charges a €50 cancellation fee if parents cancel childcare after signing the contract and prior to the start of that childcare.

Parents can cancel the contract only in agreement with the location manager.

29. Resuming after absence due to non-payment

In addition to the terms referred to in Article 12, paragraph 3, Little Chewies will not provide childcare to children in cases of non-payment until the parents have met their outstanding obligations, even in cases where third parties guarantee payment in a new contract. See Article 19.

30. Study Days

Study days are excluded from all after school care contracts because the number of study days differ considerably per school and even per year. Study days are therefore invoiced separately depending on the extent to which you make use of our services during these days. This means you only pay for the study days you actually use, which is only fair. If you already use after school care hours on the relevant study day, these will of course be deducted. Unlike study days, all schools have the same number of holidays. We can therefore include the 12 school holiday weeks in our after school care contracts that include holiday care.

As with regular childcare, many parents can receive an allowance from the government for care required during study days. Your location manager can easily calculate the costs for a

study day based on your specific situation. We offer a reduced rate for study days to accommodate parents: 25% discount on the hourly rate of your contract. Please submit a study day request to the location manager of your child's day care centre. He or she will evaluate the request and inform you of the options. The general manager can also answer any further questions you might have.