

General Terms and Conditions for Childcare,
Day Nursery and Out-of-School Care 2025

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ARTICLE 1 – Definitions

In these General Terms and Conditions the following is understood as:

<i>Start date</i>	The agreed date on which childcare starts.
<i>Out-of-school care</i>	childcare provided by a children's centre for children of primary school age, whereby care is provided before or after daily school hours, as well as during free days or afternoons and school holidays.
<i>Day care:</i>	Child care provided by a children's centre for children up to the age at which they attend primary school.
<i>Disputes committee:</i>	The childcare disputes committee.
<i>Commencement date:</i>	The date the agreement is entered into.
<i>Childcare centre:</i>	A facility where childcare takes place.
<i>Childcare:</i>	The commercial or other than free care, education and contribution to the development of children until the first day of the month in which the children's secondary education starts.
<i>Entrepreneur</i>	Natural or legal person who operates a childcare centre.
<i>Parent:</i>	The relative by blood or marriage in the ascending line or foster parent of the child to whom the childcare relates.
<i>Parents' committee</i>	Advisory and consultation body set up by the entrepreneur, consisting of a representation of parents whose children are cared for at the childcare centre.
<i>Agreement:</i>	The childcare agreement between the parent and the entrepreneur.
<i>Parties</i>	The entrepreneur and the parent.
<i>Written</i>	Written also means electronically, unless the law dictates otherwise.

ARTICLE 2 – Applicability

1. These general terms and conditions shall apply to the conclusion and execution of the agreement.
2. The agreement is concluded between the entrepreneur and the parent.

ARTICLE 3 – Supply of information

1. If a parent is interested in the possible placement of his child in a children's centre, the entrepreneur shall provide the parent with an information package, in which the entrepreneur shall provide a description of the services in the children's centre, which is sufficiently detailed to enable the parent to make a further choice between different children's centres when orientating on the market.
2. The information package shall be provided in writing and shall contain at least the elements listed in Annex 1 to these general terms and conditions or a reference to where the documents are available for inspection.
3. After receiving the information package, the parent has the opportunity to register with the entrepreneur as interested in childcare.

ARTICLE 4 - Registration

1. The parent applies via a registration form to the entrepreneur as interested in day care or out-of-school care for his child(ren) for a certain period of time.
2. The entrepreneur confirms receipt of the registration in writing.
3. The registration is subject to the terms and conditions of the entrepreneur.
4. The registration does not oblige either the parent or the entrepreneur to enter into an agreement. The registration should only be seen as the request of the parent to provide information regarding an agreement to provide childcare.
5. After receiving the registration, the entrepreneur can offer the parent an agreement directly. It is also possible for the entrepreneur to place the parent on a waiting list.
6. Upon placement on a waiting list, the entrepreneur will notify the parent in writing.

ARTICLE 5- The agreement

1. Within the framework of the agreement, the entrepreneur is free to fill in the childcare as he or she sees fit.

ARTICLE 6- Right of withdrawal

1. The parent has the right to cancel the agreement, without giving reasons, within fourteen days from the day the agreement was concluded, with the exception of hours already taken.
2. The parent shall dissolve the agreement in writing.

ARTICLE 7- Cancellation

1. The parent has the right to cancel the agreement from the start date until the commencement date.
2. The parent is liable to pay costs in case of cancellation.
3. The amount of the cancellation fee depends on the monthly amount due and the number of months between cancellation and commencement date.

Number of months before starting date	Cancellation fee
More than 3 months	€ 50
1 to 3 months	€150
Less than 1 month	100% van het maandbedrag

ARTICLE 8- Placement interview

1. The entrepreneur shall invite the parent for an interview in good time before the start date.
2. In this interview, the following will be discussed:
 - a. The specific data required for the childcare of the parent and his/her child; including the required Citizen Service Number(s).
 - b. The start and duration of the settling-in period;
 - c. The general or temporary points of attention and particularities for the specific care of the child (daily rhythm, nutrition, illness, medication, development and the like);
 - d. The wishes of the parent and that these will be taken into account as far as possible;
 - e. The method of communication;
 - f. The taking of trips;
 - g. Taking photographs and/or videos of the child;
 - h. The legal liability of the parent for damage caused by their child. And in addition in case of Extracurricular Care:
 - i. The elements mentioned in Annex 1 to these general terms and conditions, under 5 sub h.
3. The entrepreneur confirms the agreements made during the placement interview to the parent in writing.

ARTICLE 9- Duration and renewal of the Agreement

1. The agreement is entered into for the maximum term of the agreed type of childcare.
2. The maximum term for day care lasts until the age at which the child attends primary school.
3. The maximum term for out-of-school care lasts from the age when the child can attend primary school, until the day when secondary education begins for the child.
4. Contrary to the provisions of paragraph 1, parties can agree on a shorter duration of up to one year.
5. At the end of the agreement entered into in accordance with paragraph 4 for a shorter term than the maximum term, the parties may extend the agreement. Renewal shall not take place tacitly.
6. An extension of the agreement shall be agreed in writing.

ARTICLE 10- End of the agreement

1. The agreement shall end by operation of law by the expiry of the term specified in the agreement.
2. In addition, the agreement ends by (interim) termination by one of the parties.
3. The entrepreneur is only authorised to terminate the agreement on the basis of an important reason. As weighty reasons are in any case considered:
 - a. The situation that the parent is in default of his/her payment obligation for one month.
 - b. Continuation of situations as mentioned in article 11 paragraph 2 under a and c;
 - c. The situation mentioned in article 11 paragraph 2 under b;
 - d. The circumstance that the proprietor is no longer able to carry out the contract on a long-term or permanent basis due to a cause not attributable to him;
 - e. A business necessity that endangers the continuity of the location.
4. Termination takes place by means of a motivated written statement and
 - a. with observance of a notice period of one month, in case of termination by the parent
 - b. with due observance of a reasonable period of notice, which is at least one month, in the case of termination by the entrepreneur;
 - c. with immediate effect in the case of termination by the entrepreneur based on Article 10 paragraph 3 under a.
5. During the notice period, the payment obligation of the parent continues. The notice period starts on the date on which the parent or the entrepreneur receives the declaration of cancellation. The declaration is deemed to have been received on the date of the postmark on the envelope of the cancellation letter, on the date of the e-mail with which the declaration was sent or on the date on which the electronic declaration was sent, unless a later date is specified in the declaration.
6. Other than by the expiry of the agreed term and other than by cancellation, the agreement shall end with immediate effect in the event of the death of the child.

ARTICLE 11- Accessibility

1. In principle, the location where the child is placed is accessible to the child as long as there is agreement on this between the entrepreneur and parent.
2. The entrepreneur has the right to deny the child and/or the parent access to the location for the duration of the period when normal care of the child cannot reasonably be expected from the entrepreneur and the child cannot be taken care of in the usual way. For example, because:
 - a. The child is in need of extra care due to illness or otherwise;
 - b. The child and/or parent poses a risk or threat to the mental and/or physical health or safety of others, after having been warned, unless a warning cannot reasonably be expected of the entrepreneur;
 - c. The care of the child disproportionately burdens or hinders normal care of the other children.
3. In case the entrepreneur refuses the child and/or the parent access to the location, the entrepreneur will enter into consultation with the parent to seek a mutually acceptable solution to the situation.
4. If the parent does not agree with the decision in article 11 paragraph 2 to refuse access and the consultation with the entrepreneur has not led to a solution, he or she can submit this decision to the Disputes Committee with the request to handle the dispute according to the abbreviated procedure as referred to in the Regulations of the Childcare Disputes Committee.
5. During the abbreviated procedure, the entrepreneur may not terminate the place.

ARTICLE 12- Mutual obligations

1. The parties shall jointly ensure an adequate exchange of information about the child.
2. The parties shall transfer responsibility for the child to each other in the following manner:
 - a. For day care: the parent is responsible for the child when bringing the child and the entrepreneur when picking up the child, until the moment the parties can reasonably assume that the transfer of responsibility has actually taken place.
 - b. For out-of-school care: the manner in which the child comes to and leaves the out-of-school care determines the transfer of responsibility for the child. The parties will make written agreements on this.

ARTICLE 13- Obligations of the entrepreneur

1. Based on the agreement, the entrepreneur is obliged to provide childcare under the agreed conditions.
2. The entrepreneur guarantees that:
 - a. The childcare that takes place under his responsibility:
 - corresponds to the applicable laws and regulations;
 - is performed according to the requirements of good craftsmanship and using sound materials;
 - b. A childcare centre under his responsibility is suitable for the responsible care of children, both in terms of personnel and material facilities. This annex is an integral part of these general terms and conditions.
3. The entrepreneur will take the individual wishes of the parent into account as far as this is reasonably possible.

ARTICLE 14- Obligations of the parent

1. The parent already reports peculiarities of a medical nature or in the child's development at the time of registration.
2. The parent shall ensure that the childcare centre has all the information that is important for the parent's accessibility.
3. The parent complies with the rules applicable within the childcare centre.
4. The parent shall refrain from any conduct that aggravates the execution of the agreement on the part of the entrepreneur and shall ensure that his/her child also refrains from such conduct.
5. The parent shall bring and collect the child on time and shall ensure compliance with this obligation by others who bring and collect the child on their behalf.
6. The entrepreneur records in writing the authority of others than the parent to pick up the child from the childcare facility if requested by the parent.
7. The parent pays the entrepreneur according to the agreements made about this and within the term of payment, or at least bears responsibility for this.

ARTICLE 15- Amendments to the agreement

1. The entrepreneur has the right to unilaterally amend the agreement for weighty reasons. Important reasons are in any case changes in legislation and regulations or business economic circumstances that endanger the continuity of the location where the child is placed.
2. The entrepreneur shall announce changes to the agreement in good time in advance, with a deadline of at least one month.
3. In the event that the modification of the agreement leads to a substantial change in the childcare to be provided, the parent has the authority to dissolve the agreement as of the day the modification comes into effect.

ARTICLE 16- The price and modification of the price

1. The price to be paid by the parent for the childcare will be agreed in advance.
2. The entrepreneur is authorised to adjust the agreed price after three months from the Effective Date, including increasing it. The entrepreneur will announce such price changes in advance. The price change will not take effect earlier than one calendar month plus one week after the announcement.

ARTICLE 17- The payment / Late payment

1. The parent shall pay on the basis of a written invoice and no later than the payment date indicated on the invoice. Any recourse to a posted deposit is equivalent to payment. The invoice will be provided free of charge.
2. If a parent pays to a third party designated by the entrepreneur, this shall be considered to be payment in discharge of the parent. The designation by the parent of a third party to take care of payment does not prevent the parent from being liable for (timely) payment. However, any payment by a third party on behalf of the parent shall be deemed to be a payment in discharge by that parent.
3. In the absence of full and timely payment, the parent shall be in default by operation of law.
4. After the payment date has passed, the entrepreneur shall send a written payment reminder and give the parent the opportunity to pay within 14 days of receiving this payment reminder. Furthermore, the entrepreneur warns the parent in this payment reminder about the entrepreneur's right to cancel the childcare by virtue of 10 paragraph 3 sub a. This payment reminder must be sent at least 14 days before the date on which this right arises. If there is still no payment after the period mentioned in the payment reminder has expired, the entrepreneur will charge interest from the expiry of the payment deadline mentioned in the invoice. This interest is equal to the legal interest rate.
5. Extrajudicial costs incurred by the entrepreneur to enforce payment of a debt of the parent can be charged to the parent. The amount of the extrajudicial collection costs is subject to legal limits.
6. A payment made shall first serve to pay the costs and interest due and then to pay the oldest outstanding debt.

ARTICLE 18- Applicable law and competent court

1. Dutch law shall apply to the agreement.
2. The competent Dutch court shall have jurisdiction to adjudicate on the agreement, notwithstanding the competence of the Disputes Committee as referred to in Article 20 to take cognisance of a dispute referred to in that Article.

ARTICLE 19- Complaints procedure

1. Complaints about the execution of the agreement must be submitted to the entrepreneur in writing, fully and clearly described. The parent must submit the complaint within a reasonable time after he discovered or reasonably should have discovered the defect in performance, whereby a complaint within a period of two months after discovery is timely.
2. The entrepreneur shall handle the complaint in accordance with its internal complaints procedure. When drafting or changing this procedure, the parents' committee has the right to advice in accordance with the provisions of the Childcare Act.
3. If the complaint cannot be resolved amicably, a dispute arises that is susceptible to the dispute settlement procedure of article 20.

ARTICLE 20- Dispute settlement and the statutory complaints procedure for Childcare

1. Disputes between parent and entrepreneur about the realisation or execution of the agreement can be brought by both the parent and the entrepreneur to the Geschillencommissie Kinderopvang en Peuterspeelzalen, Bordewijklaan 46, Postbus 90 600, 2509 LP Den Haag, (www.degeschillencommissie.nl).
2. A dispute will only be dealt with by the Geschillencommissie if the parent has first submitted their complaint to the entrepreneur.
3. If the complaint does not lead to a solution, the dispute must be submitted to the Geschillencommissie in writing or in another form to be determined by the Geschillencommissie within 12 months after the date on which the parent submitted the complaint to the entrepreneur.
4. When the parent brings a dispute before the Disputes Committee, the entrepreneur is bound by this choice. If the entrepreneur wishes to bring a dispute before the Disputes Committee, he or she must ask the parent in writing to state within five weeks whether he or she agrees. The childcare centre should announce that after the aforementioned period has expired, it to take the dispute to court.
5. The Disputes Committee shall rule in accordance with the provisions of the regulations applicable to it. The regulations of the Disputes Committee are available at www.degeschillencommissie.nl and will be sent upon request. A fee is payable for handling a dispute. The decisions of the Disputes Committee are made by way of binding advice.
6. Only the court or the above-mentioned Disputes Committee is authorised to take cognisance of disputes.

ARTICLE 21- Additions

Individual supplements or extensions to these General Terms and Conditions must be agreed in writing between the entrepreneur and the parent.