



Additional Terms of Childcare Contracts with Rijswijk Childcare Foundation (*Stichting Rijswijkse Kinderopvang* (SRK))

Part I: General

Clause 1 - Applicability

These 'Additional Terms of Childcare Contracts with SRK' apply to all SRK's childcare products and/or services other than pre-school childcare/playschool/playgroups, *Speelstart* and *Samenspel*. These terms apply in addition to the childcare contract entered into with the parents/carers (the "Customer") and the 'General Terms and Conditions for Childcare, Day Nursery and Out-of-School Care' issued by the Dutch association of childcare centres (*Brancheorganisatie Kinderopvang*) (the 'General Terms and Conditions').

Clause 2 - Payment

1. The Customer shall pay to SRK the childcare costs, as stated in the childcare contract. The childcare costs may be revised annually.
2. The annual amount of childcare costs payable will be charged on a monthly basis in equal instalments.
3. The Customer shall receive an invoice each month for the monthly amount due and/or the costs of any additional products used. The invoice will be sent to the Customer electronically in the month preceding the month to which it relates.
4. The total invoice amount must be paid within 14 days of the invoice date. Payment by direct debit is preferred. Direct debits will be made on or around the 24th of the month. Where payment is made otherwise than by direct debit the Customer shall ensure that the payment reference includes the customer number and/or invoice number and that the total invoice amount is paid in a single payment before the 24th of the month.
5. If payment is not received on time, SRK will send the Customer a reminder, giving the Customer a further 15 days to pay the invoice amount to SRK. If SRK does not receive payment within the period specified, SRK reserves the right to cease, with immediate effect, the provision of childcare for the child/children in respect of whom the childcare contract has been entered into. Due to the applicable notice period for termination, the payment obligation shall continue for one (1) calendar month.
6. No restitution/recalculation will take place in respect of any hours/days of childcare that have not been used, as contractually established in the childcare contract.

Clause 3 – Swapping days, cancelling, amending and/or giving notice to terminate the childcare contract

1. Cancellation in accordance with clause 7 of the General Terms and Conditions must take place in writing. The date of cancellation shall be the date of receipt by SRK of the cancellation.
2. Where a childcare contract that has already been signed is cancelled, the Customer shall pay cancellation charges up to the commencement date of the childcare contract. The cancellation charges shall be equal to the childcare costs for one month. The cancellation charges must be paid within one month following the invoice date.
No cancellation charges are payable where a childcare contract is cancelled more than one month before the commencement date of the childcare contract.
3. Amendments and/or notices to terminate may take effect on any day of the month.
4. The Customer must give any notice to amend and/or terminate the childcare contract in writing, observing a notice period of one month.
5. SRK is entitled, in accordance with clause 15 of the General Terms and Conditions and SRK's suspension policy, to terminate a placement early, giving a notice period of one month.
6. A placement in the day nursery terminates automatically on the day of the child's fourth birthday. A placement in out-of-school care terminates automatically on the last day of the primary school summer holiday in the school year in which the child starts secondary education. In the case of automatic termination no notice is required.
7. Occasional swapping of fixed childcare days is subject to the SRK swapping policy.

Clause 4 – Opening and closing times

1. The childcare centre is closed on Saturdays, Sundays, public holidays and additional days of closure published in advance each year. For these days there is no entitlement to restitution or to swap childcare days.
2. The Customer has an obligation to collect, or arrange for the collection of, the child on each childcare day before the closing time of the childcare centre, unless the child is permitted to leave the childcare centre without supervision on the basis of an arrangement, in writing or otherwise, between the Customer and the childcare centre.

Clause 5 – Supply of personal information

1. The Customer shall supply the Dutch personal public service number (*Burgerservicenummer*, BSN) for the parent(s)/carer(s) and for the child to SRK before the placement starts. This is a legal requirement to enable the Dutch Tax and Customs Administration to check the childcare benefit payable. The Customer themselves shall be responsible for all consequences of failure to provide the relevant BSN to SRK.

2. The Dutch Tax and Customs Administration requires SRK to check the identity of the Customer and their child on the basis of a valid identity document. The Customer is obliged to cooperate with this check.

Clause 6 – Amendments to ‘Additional Terms of Childcare Contracts with SRK’

SRK reserves the right to amend the ‘Additional Terms of Childcare Contracts with SRK’ during the term of the childcare contract, including making any amendments required due to changes to legislation or regulations. SRK shall give the Customer written notice of any amendment at least one month before the date on which the amendment takes effect. In the event of a unilateral amendment to the ‘Additional Terms of Childcare Contracts with SRK’ that has a negative effect for the Customer, the Customer is entitled to terminate the childcare contract with effect from the date on which the amendment takes effect. In all other cases the Customer is bound by the amended terms.

Part II: Additional terms for each childcare product

- A. Day nursery (KDV), for children aged 0 (6 weeks) to 4 years; not all the day nursery products described below are available at every childcare location.**

Day Nursery – Full Days

The following additional terms apply to the use of Day Nursery – Full Days:

1. A minimum of one fixed childcare day per week, 11 hours per day and 52 weeks per year applies.

Flexible Day Nursery (KOM)

The following additional terms apply to the use of Flexible Day Nursery:

1. The Customer can choose either 9 or 11 consecutive hours per childcare day.
2. Fixed drop-off and collection times apply:
 - a. 08.30 to 17.30 (for 9 hours per day);
 - b. 07.30 to 18.30 (for 11 hours per day).
3. The Customer can choose between 52, 46 and 40 weeks per year.
4. The period when the child does not attend childcare is not restricted to the school holidays.
5. Where the childcare contract is for 40 or 46 weeks’ childcare per calendar year, the Customer must give notice of the period when the child will not attend childcare at least 14 days in advance using the SRK app.
6. The Customer may notify SRK of changes to the contracted hours in writing one month in advance.
7. For placements commencing during a calendar year, SRK calculates the number of contracted hours when the child should not attend childcare on a pro rata basis.
8. Extra childcare days/hours in excess of the number of days/hours specified in the childcare contract are invoiced on a monthly basis at the hourly rate applicable at the relevant time.
9. In the event of termination (including early termination) of the childcare contract the number of childcare hours used will be recalculated. An invoice will be issued for any

additional childcare hours used. No restitution will be made if less childcare hours have been used.

Day Nursery – Half Days

The following additional terms apply to the use of Day Nursery – Half Days:

1. Half days are fixed sessions of 4 or 5 hours per childcare day, corresponding to a morning or afternoon session. The precise number of hours and the start and finish times differ for the various childcare locations.
2. Where the childcare contract is for 40 or 46 weeks' childcare per calendar year, the Customer must give notice of any period when the child will not attend childcare at least 14 days in advance using the SRK app.
3. Periods when the child does not attend childcare are not restricted to the school holidays.
4. The Customer may notify SRK of changes to the contracted hours in writing one month in advance.
5. For placements commencing during a calendar year, SRK calculates the number of contracted hours when the child should not attend childcare on a pro rata basis.
6. Extra childcare days/hours in excess of the number of days/hours specified in the childcare contract are invoiced on a monthly basis at the hourly rate applicable at the relevant time.
7. In the event of termination (including early termination) of the childcare contract the number of childcare hours used will be recalculated. An invoice will be issued for any additional childcare hours used. No restitution will be made if less childcare hours have been used.

Day Nursery During School Term and/or Day Nursery Half Days During School Term

1. Childcare is provided for 40 weeks of school term per year.
2. SRK observes the 12 weeks of school holidays appointed by the Dutch Ministry of Education, Culture and Science (Dutch government website: <http://www.rijksoverheid.nl/onderwerpen/schoolvakanties>)
3. If the Dutch Ministry of Education, Culture and Science appoints less than 12 weeks of school holidays, SRK shall specify the extra week(s) that shall be regarded as holiday weeks.
4. Where Day Nursery During School Term is used, the following applies: a childcare day comprises at least 8 hours of childcare on a Monday, Tuesday, Thursday or Friday and 5 hours on a Wednesday.
5. Where Day Nursery Half Days During School Term is used, the following applies: each childcare day comprises 5 hours of childcare per day.

International Day Nursery True Colors Rijswijk

The following additional term applies to the use of International Day Nursery:

1. SRK provides the children with hot meals and activities, which are a compulsory element in the childcare package. The cost of these meals and activities is included in the hourly rate. SRK may change the number of hot meals per week in consultation with the parent committee.

International Day Nursery True Colors Delft – not-standard

The following further additional terms apply to **not-standard** placements:

2. A minimum of four consecutive hours per childcare day and a maximum of 11 hours per childcare day apply.
3. The Customer can choose between 40 to 52 weeks per year.
4. Fixed drop-off and collection times apply. These times are linked to the number of childcare hours per day:

Hours/day	Drop-off Time	Collection Time
11 hours (i.e. standard)	07.30	18.30
9/10 hours	07.30-08.30	16.30-18.30
6/7/8 hours	07.30-08.30	13.30-16.30
5 hours	07.30-08.30	12.30-13.30
4 hours	08.30	12.30

5. Childcare must be used in whole hours, starting on the hour or on the half hour.
6. Where the Customer chooses to use between 40 and 51 weeks' childcare per calendar year, the Customer must give notice of any period when the child will not attend childcare at least 14 days in advance using the SRK app.
7. Periods when the child does not attend childcare are not restricted to the school holidays.
8. The Customer may notify SRK of changes to the contracted hours in writing one month in advance.
9. For placements commencing during a calendar year, SRK calculates the number of contracted hours when the child should not attend childcare on a pro rata basis.
10. Extra childcare days/hours in excess of the number of days/hours specified in the childcare contract are invoiced on a monthly basis at the hourly rate applicable at the relevant time.
11. The groups are allocated based on a fixed number of childcare hours per day. For this reason, it is possible that a child will be placed in two different 'family' groups.
12. In the event of termination (including early termination) of the childcare contract the number of childcare hours used will be recalculated. An invoice will be issued for any additional childcare hours used. No restitution will be made if less childcare hours, childcare days or hot meals have been used.

B. Out-of-School Care (BSO), for children aged 4 to 13 years; not all the out-of-school care products described below are available at every childcare location.

General: additional childcare on days when school is closed, extra days or weeks (including during holidays) can be arranged separately, at the hourly rate applicable at the relevant time.

Out-of-School Care - TOTAL (52 Weeks)

The following additional terms apply to the use of Out-of-School Care – TOTAL (52 Weeks):

1. A minimum of one fixed childcare day per week applies.
2. The Customer is allocated a childcare credit each year for childcare during the school holidays. The credit is equal to the number of holiday weeks and is based on the number of fixed childcare days per week and 12 holiday weeks per calendar year. The Customer can use this credit for childcare during school holidays and on days when school is closed.

3. For placements commencing during a calendar year, SRK calculates the childcare credit on a pro rata basis.
4. Childcare on other days when school is closed always counts as extra childcare days. This applies to all days when primary schools are closed other than during the holiday weeks. If the childcare credit is not used for these days, days when school is closed will be charged at the hourly rate applicable at the relevant time.
5. Each Out-of-School Care location has a different opening time for after-school care, depending on the earliest finishing time of one of the primary schools that the location serves. The opening time is determined each year at the time when the prices for the year are set.
6. The Customer must give notice of the days when childcare is required during school holidays in advance using the SRK app.
7. The Customer may notify SRK of changes to the contracted hours in writing one month in advance.
8. For childcare during school holidays, the Customer is responsible for bringing the child to and/or collecting the child from the Out-of-School Care location (unless otherwise agreed with the Customer).
9. SRK reserves the right to combine several Out-of-School Care locations, for example on Wednesdays and in the school holidays.
10. SRK observes the 12 weeks of school holidays appointed by the Dutch Ministry of Education, Culture and Science (Dutch government website: <http://www.rijksoverheid.nl/onderwerpen/schoolvakanties>).
11. If the Dutch Ministry of Education, Culture and Science appoints less than 12 weeks of school holidays, SRK shall specify the extra week(s) that shall be regarded as holiday weeks.

Out-of-School Care – PLUS (46 Weeks)

The following additional terms apply to the use of Out-of-School Care – PLUS (46 Weeks):

1. A minimum of one fixed childcare day per week applies.
2. The Customer is allocated a childcare credit each year for childcare during the school holidays. The credit is equal to the number of holiday weeks and is based on the number of fixed childcare days per week and 6 holiday weeks per calendar year. The Customer can use this credit for childcare during school holidays and on days when school is closed.
3. For placements commencing during a calendar year, SRK calculates the childcare credit on a pro rata basis.
4. Childcare on other days when school is closed always counts as extra childcare days. This applies to all days when primary schools are closed other than during the holiday weeks. If the childcare credit is not used for these days, days when school is closed will be charged at the hourly rate applicable at the relevant time.
5. Each Out-of-School Care location has a different opening time for after-school care, depending on the earliest finishing time of one of the primary schools that the location serves. The opening time is determined each year at the time when the prices for the year are set.
6. The Customer must give notice of the days when childcare is required during school holidays in advance using the SRK app.

7. The Customer may notify SRK of changes to the contracted hours in writing one month in advance.
8. For childcare during school holidays, the Customer is responsible for bringing the child to and/or collecting the child from the Out-of-School Care location (unless otherwise agreed with the Customer).
9. SRK reserves the right to combine several Out-of-School Care locations, for example on Wednesdays and in the school holidays.
10. SRK observes the 12 weeks of school holidays appointed by the Dutch Ministry of Education, Culture and Science (Dutch government website: <http://www.rijksoverheid.nl/onderwerpen/schoolvakanties>).
11. If the Dutch Ministry of Education, Culture and Science appoints less than 12 weeks of school holidays, SRK shall specify the extra week(s) that shall be regarded as holiday weeks.

Out-of-School Care – BASIC (40 School Term Weeks)

The following additional terms apply to the use of Out-of-School Care – BASIC (40 School Term Weeks):

1. A minimum of one fixed childcare day per week applies.
2. Childcare is provided only during school term weeks, 40 weeks per calendar year.
3. Childcare during school holidays and other days when school is closed is not included and can be arranged separately at the hourly rate applicable at the relevant time.
4. Each Out-of-School Care location has a different opening time for after-school care, depending on the earliest finishing time of one of the primary schools that the location serves. The opening time is determined each year at the time when the prices for the year are set.
5. SRK reserves the right to combine several Out-of-School Care locations, for example on Wednesdays and in the school holidays.
6. SRK observes the 12 weeks of school holidays appointed by the Dutch Ministry of Education, Culture and Science (Dutch government website: <http://www.rijksoverheid.nl/onderwerpen/schoolvakanties>).
7. If the Dutch Ministry of Education, Culture and Science appoints less than 12 weeks of school holidays, SRK shall specify the extra week(s) that shall be regarded as holiday weeks.
8. Days when primary schools are closed other than during the holiday weeks always count as days when school is closed and will be charged at the hourly rate applicable at the relevant time.

Out-of-School Care – Extra Hours

The following additional terms apply to the use of Out-of-School Care – Extra Hours:

1. The Customer may use Extra Hours childcare alone or in combination with standard Out-of-School Care.
2. Where Extra Hours childcare is combined with standard Out-of-School Care, the hourly rate agreed in the contract for the Out-of-School Care package applies.
3. The day(s) and times when Extra Hours childcare is available vary for different primary schools and Out-of-School Care locations.

4. Extra Hours childcare ends when standard Out-of-School Care begins. The time when this occurs also depends on the school finishing time and varies for each Out-of-School Care location.
5. Extra Hours are specified in the childcare contract and are treated as extra childcare hours.

Before-School Care (VSO)

The following additional terms apply to the use of Before-School Care:

1. Before-School Care is available every school day (40 weeks per year) from 07.30 to 08.30 (the start of the school day).
2. Before-School Care includes breakfast, provided that the child arrives before 08.00.
3. Where Before-School Care is combined with standard Out-of-School Care, the hourly rate agreed in the contract for the Out-of-School Care package applies.

Childcare During School Holidays

The following additional terms apply to the use of Childcare During School Holidays:

1. A minimum of one full holiday day applies (11 hours per day).
2. SRK reserves the right to combine several Out-of-School Care locations.
3. To guarantee availability, the Customer must inform SRK of the days during the holiday weeks when childcare is required at least one week in advance.
4. The Customer is responsible for bringing the child to and/or collecting the child from the Out-of-School Care location (unless otherwise agreed with the Customer).
5. SRK observes the 12 weeks of school holidays appointed by the Dutch Ministry of Education, Culture and Science (Dutch government website: <http://www.rijksoverheid.nl/onderwerpen/schoolvakanties>).
6. If the Dutch Ministry of Education, Culture and Science appoints less than 12 weeks of school holidays, SRK shall specify the extra week(s) that shall be regarded as holiday weeks.
7. Where Childcare During School Holidays is combined with standard Out-of-School Care, the hourly rate for the Out-of-School Care BASIC package applies.

Out-of-School Care – True Colors Rijswijk

The following terms apply to the use of Out-of-School Care – True Colors Rijswijk in addition to the above terms applicable to Out-of-School Care:

1. Transport is provided from the British School to True Colors Rijswijk during the school term. The costs are included in the hourly rate.
2. The holiday weeks (15 in total) are based on the holiday timetable of the British School Leidschenveen.
3. Childcare on other days when school is closed always counts as extra childcare days. If the childcare credit is not used for these days, days when school is closed will be charged at the hourly rate applicable at the relevant time.
4. To guarantee availability, the Customer must inform SRK of the days during the holiday weeks and days when school is closed when childcare is required at least one week in advance.
5. The Out-of-School Care at True Colors Rijswijk is only provided for children aged 4 to 6/7 years. Children aged 6/7 and above go to one of SRK's Out-of-School Care locations nearby in Rijswijk.

6. The opening time after school depends on the finishing time of the British School Leidschenveen.
7. Parents of children attending Out-of-School Care at True Colors Rijswijk may choose whether to use childcare during the summer holiday weeks or not (choosing either 45 or 52 weeks per year).

Terminology:

KDV: day nursery (0-4 years)

KOM: flexible day nursery (0-4 years)

VSO: before-school care (including breakfast) (4-13 years)

BSO: out-of-school care (4-13 years). Including childcare during school holidays if applicable.