

SKA.NL

**Additional Terms and Conditions for Childcare,
Day Nursery and Out-of-School Care**

This is a translation, the Dutch original is legally effective.

Definitions

Effective Date	The agreed date on which the Childcare commences (the entry / start date of the agreement).
Contractual Parent	One of the Parents of the child with whom the childcare organisation has entered into agreement.
Commencement Date	The date when the agreement takes effect.
Parent (s)	The blood relation (s) or affinity in the ascending line, or foster parent (s) or guardian (s) of the child that the childcare is related to.
Agreement	The childcare agreement between the parent and Ska Kinderopvang, called the placement agreement.
Parties	Ska Kinderopvang and the parent.

Day Care (nursery and playgroup) and Out-of-School Care

The establishment and implementation of this agreement is governed by the General Terms and Conditions for Childcare, Day Nursery and Out-of-School Care 2018 drawn up by the Association for the Childcare Sector in The Netherlands (hereinafter known as: General Terms and Conditions) and its successors. These General Terms and Conditions have been supplemented by Ska (hereinafter known as: Supplementary Terms and Conditions). These Supplementary Terms and Conditions are considered part of the Agreement.

Additional Information

Information about our services can be found:

- in these Supplementary Terms and Conditions;
- in the information booklet provided by each child centre. The information booklet is an integral part of the Agreement. The latest version can be found on www.ska.nl.
- on our website www.ska.nl.
- in the parent portal of Ska Kinderopvang.

Opening Times

The opening hours of all our locations can be found at www.ska.nl. The locations are closed on Saturdays, Sundays and public holidays as defined by the Dutch government. On December 24 and 31 we are open until 4 p.m.

Minimum usage

The minimum number of sessions that can be used are:

- at the Day Nursery: two consecutive sessions (1 day) per week;
- On Mondays, Tuesdays and Thursdays we offer full day care. On Wednesdays and Fridays half-day childcare is available, whereby the minimum of 2 consecutive sessions per week still applies.
- in the case of Small Label Care (ie. childcare nursery with limited opening hours): 2 sessions (mornings and / or afternoons) of 4 hours per week;
- in case of the Playgroup:
 - 2 sessions per week (in a fixed combination of 2 mornings), when the opening times of the playgroup allow for 4 hours per session *
 - 1 session per week when the opening times of the playgroup are 5.33 hours per session *
- in the case of Out-of-School Care (BSO), the total package or the school week package: one session per week. In terms of Out-of-School Care (BSO) one session, during the holidays and in school holidays, will comprise a morning or an afternoon of 5.5 hours and during schooltime of one afternoon after school hours up and until 18:30;
- in the case of Out-of-School Care (BSO), the holiday package: a minimum of 12 days per year;

* For exceptions refer to the individual childcare centre pages on www.ska.nl.

Opening times Out-of-School Care (hereinafter: BSO)

The BSO locations are open, during regular school hours, from the standard end of school time until 18:30. During school holidays the opening hours are from 07:30 - 18:30. Ska Kinderopvang adheres to the holiday schedules for primary schools in the Central region (Midden regio).

If school times structurally change, Ska Kinderopvang will adjust the BSO hours accordingly, and the change in childcare hours and childcare costs will be confirmed to the Parent via an appendix to the Agreement.

If schools occasionally use a different end of school time, for example as a result of a study afternoon and / or an incident, the parent will receive an additional invoice for the extra care (for example; according to the normal timetable the school ends at 14.00. As a result of

the carnival, however, the school occasionally closes at 12.00. The parent will, therefore, receive an additional invoice for childcare from 12.00 – 14.00).

Linking with primary schools (basisscholen)

Each BSO location is linked to one or more primary schools. If the child changes school, the placement agreement lapses. A change in the capacity or the number of Out-of-School Care (BSO) centres may have consequences for the links between primary schools and the childcare centres. If the link changes, Ska Kinderopvang reserves the right to change the childcare centre.

Combining Care Centres and change of location

Ska Kinderopvang reserves the right to combine both Day-care centres, Playgroups and Out-of-School Care (BSO) groups, including across the branches, for example in the case of Out-of-School Care (BSO) during holidays and / or school-free days. In addition Ska Kinderopvang reserves the right to change the care centre, if it is required to do so. In these instances a notification period of one month will apply. In the case of calamities and / or unforeseen circumstances, this change will take place with immediate effect.

Placement rules

A place is offered with due observance of the placement criteria as laid down in the Ska placement regulations (see Ska General Terms and Conditions). The placement regulations can be found on the website of Ska Kinderopvang (www.ska.nl).

Transfer of rights and obligations under the Agreement

If the Parent intends to transfer the rights and obligations stipulated within the Agreement to a third party, Ska Kinderopvang requires a written statement, signed by both Parent and third party, confirming this transfer. Transfer of the Agreement is not possible without a written statement signed by the Parent and third party.

Agreement for children requiring extra care

If it appears, at the point of registration and / or during the welcome interview or at a later date, that a child needs extra care, Ska Kinderopvang reserves the right to add extra provisions to the Agreement or to end the Agreement.

Contract parent and parental authority

In case of 2 parents and where both parents have custody of the child, the Agreement is entered into with one of the Parents of the child (hereinafter: 'contract parent').

The provisions are:

- a. That both Parents have parental authority over the child and that the contract parent to the Agreement represents both Parents. The contract parent must ensure that all important matters obligated under parental authority are coordinated with the other Parent;
- b. If there is a difference of opinion between the Parents about childcare at Ska Kinderopvang, the contract parent must demonstrate by means of a court decision or divorce settlement that the situation under a. does not apply.

Cancellation (before Agreement commencement date)

- Up until the Commencement Date, there is the option to cancel the Agreement in writing. Cancellations can only be made in writing or by e-mail to the Customer Service department (Klantadvies). The date of the postmark on the envelope or the date of the email will count as the date of receipt of the cancellation.
- The cancellation costs are € 75 per Agreement, up until one month before the Commencement Date.
- Within one month before the Commencement Date, the amount of the cancellation costs is equal to the costs of one month of childcare, as agreed in the Agreement.
- The above also applies in the event of partial cancellation of the Agreement (reduction of childcare days or hours). The cancellation costs due will then be equal to one month of childcare costs for the part of the Agreement that is cancelled.
- There is no right to childcare in the case of cancellation.

Changing the Commencement date

Postponing the commencement date after signing the Agreement does not release the Parent from their payment obligations.

Duration and End of the Agreement

The Agreement is entered into for the maximum term of the stipulated type of childcare.

The maximum term for Day Nursery Care runs from 8 weeks old until the age at which the child starts participating in primary education.

The maximum term for Toddler Care runs from 2 years old until the age at which the child starts participating in primary education.

The maximum term for subsidized Toddler Care is determined by the policy of the municipality concerned regarding subsidized Toddler Care.

The maximum term for Out-of-School Care (BSO) and Pre-school Care runs as from the age that the child starts participating in primary education until the day that the child starts participating in secondary education.

In the event of full or partial cancellation in advance, the Parent has a notice period of one month. Cancellation by the Parent must be made in writing or by email to the Customer Service department (Klantadvies). The date of the postmark on the envelope or the date of the e-mail will count as the date of receipt of the cancellation.

For the subsidized Toddler Care, this Agreement starts between the first and the 15th of the month, and ends between the 17th and the last day of the calendar month in which the child turns 4 years old. The Agreement for subsidized Toddler Care can be made in writing or by email to the Customer Service department (Klantadvies) with due observance of a notice period of one month. The notice period starts after the month in which the Agreement has been terminated.

Payment / Late payment

- Payment is to be made in advance. Unless otherwise agreed, payment will be made by direct debit from the bank account indicated by the Parent, for which the Parent has already authorized Ska Kinderopvang.
- The Parent will ensure that an adequate balance is available in the bank account to be used for the direct debit.
- Administrative costs will be charged for non-direct debit. The administration costs are €4.50 per month.
- If payment has not been made following a payment reminder, the Parent will receive a reminder to pay within 7 days, and a reminder fee will be charged.
- In the case of non-payment Ska Kinderopvang reserves the right to temporarily suspend the placement, even after several reminders have been sent, without releasing the Parent from his/her payment obligation.
- Ska Kinderopvang reserves the right to outsource the collection of overdue payments to a collection agency. The resulting costs are for the account of the Parent.

Illness and / or Absence

Parents are expected to report their child(ren) absent in the case of illness and / or other absence (see also Exchange service).

In the absence of a child, childcare costs remain due in full. Illness does not entitle you to a refund. If it is expected that, due to illness, a child will be absent for more than 2

consecutive months, it will be investigated whether an exception can be made. This is under condition that the Parent informs the Customer Service department (Klantadvies) in advance / in the initial phase of the absence due to long-term illness.

Childcare allowance

The Parent is responsible for the timely and correct application of the childcare allowance from the tax authorities.

Provision for personal data

The Parent is obliged to provide Ska Kinderopvang with all personal data necessary for the execution of the Agreement (such as name, address and BSN) accurately and prior to the commencement date of the Agreement, to ensure that it is possible to check the payment of the childcare allowance by the Tax and Customs Administration. Changes to the aforementioned personal data must be made in writing or by e-mail for the attention of the Customer Service department (Klantadvies) within one week of the date of the change.

With a view to the provision of childcare allowance Ska Kinderopvang is obliged by the Tax and Customs Administration to verify the identity of the Parent and child by means of a valid proof of identity. The Parent is obliged to cooperate with such an identity check upon first request. It is the Parent's responsibility to provide identification. Failure by the Parent to do so may have consequences for the childcare allowance and for the Agreement.

Inspection of the child's file by an accountant or certified body

By signing the Agreement, the Parent gives permission for the child's file to be looked at during an inspection by an accountant or by a certified body.

Exchange Service

- Ska Kinderopvang guarantees a place on the fixed care days agreed in the Agreement; a missed day does not lead to a 'right' to day care on another day.
- If the child is absent after digital cancellation by the Parent in the My Ska Parent Portal, the unused childcare day can be taken up ('exchanged') 2 weeks before to 6 weeks after (regardless of the calendar year) the missed day (s), in accordance with the provisions in this article. Exchanging after deregistration is possible if the deregistration has taken place digitally in the Parent Portal before 08:00 on the day prior to the day of reception. Exchange requests must be requested at least 2 days before the desired exchange day. Childcare days not started are not financially compensated. Exchange is possible if the branch occupancy rate (children or educational staff) allows this and, with due observance of the provisions of

paragraph 1 of this article, falls within the term of the Agreement. This means that exchange is only possible if 1. the number of children in the group and 2. the composition of the group allows this, and 3. Ska Kinderopvang does not incur additional personnel costs for this. Ska cannot be required to increase staffing levels by deploying additional personnel to enable the exchange.

- Missed childcare days that have not been exchanged within the first term of paragraph 2 will lapse.
- An approved exchange day cannot be exchanged again.
- Childcare days that fall on a generally recognized public holiday cannot be exchanged and are not financially compensated.
- Exchanging days is only possible at the Day Nursery and Out-of-School Care centres, and not at the Playgroup and After-school Care centres.
- Whole days can be exchanged for whole days (or 2 half days), half days for half days, school days (with BSO) for school days, and holidays (with BSO) for holidays. * Exchange is possible within the contract period.
- Detailed information about exchanges can be found in the parent portal of Ska.
- No points will be accumulated as of 1 January 2018. If the Parent still has points that were accrued before 1 January 2018, a transitional period applies. The transition period means that these points can be used for additional care within the original period of validity (as included in the additional conditions 2017) if the occupancy rate (children or Educational staff) allows this. This means that exchange is only possible if: 1. the number of children in the group and 2. the composition of the group permits this, and 3. Ska Childcare does not incur additional personnel costs for this. Ska cannot be required to increase the staffing by deploying additional staff in order to decrease the request for additional reception by points, possible. Requests for extra childcare days must be requested at least 2 days before the desired extra childcare day.

* Strike days in primary education are subject to force majeure; the exchange scheme does not apply to this and no freely available days can be used.

Flexible days in the total package and BSO holiday package

Per fixed childcare day, there are 12 flexible holiday days per calendar year or a pro rata part thereof if the Agreement has not existed for an entire calendar year. These days can be used during holidays and school-free days *.

If a total package is subscribed to then the freely available days can also be used as an extra afternoon during school weeks if the occupancy rate (children or educational staff) permits.

This means that the freely available days can be used as an extra afternoon during school weeks if 1. the number of children in the group and 2. the composition of the group allows this, and 3. Ska Kinderopvang does not incur additional personnel costs.

* For special education: providing that the holidays and study days coincide with the holidays and study days of regular education.

A holiday package starts on the first of the month and ends, with due observance of one month's notice, on the first of the following month. After the end of the calendar year, or termination of the Agreement, the remaining number of freely available days will lapse. If the Parent terminates the Agreement (in part) before the end of the year, the freely available days will be recalculated. If the Parent has taken up too many hours, these will be charged accordingly.

Childcare during holidays and study days must be requested three weeks before the relevant school holiday or study day via the My Ska parent portal. Childcare during holidays and study days is guaranteed if it has been requested at least 3 weeks in advance via the parent portal and payment has been made for the freely available holiday days. Subsequent applications will be honoured if:

1. the number of children in the group and
2. the composition of the group allows this and
3. Ska Kinderopvang does not incur additional personnel costs for this.

Pre-school care (hereinafter: VSO)

The Pre-School care (VSO) is intended for Parents who need short-term care during school time and is offered at child centres where this is possible from an organizational and economic point of view. The VSO is open for 40 school weeks a year from 07.30 until the start of the school day. Billing takes place in 12 equal instalments per year.

* see the child centre pages on www.ska.nl for exceptions.

Complaints procedure

The complaints procedure of Ska Kinderopvang can be found on the website www.ska.nl.

Ska Kinderopvang and Parent Liability

Ska Kinderopvang is not liable for loss, theft and damage to the personal property of children and Parents.

The Parent is liable for all damage caused by himself or the child to Ska Kinderopvang or to third parties involved in the execution of the Agreement, including other children. The Parent is also liable for all damage to Ska Kinderopvang as a result of the fact that the Parent has not or not sufficiently fulfilled his/her obligations in connection with the Agreement, including, but not limited to, damage caused by not providing information or the incorrect or incomplete provision of information by the Parent regarding (the care of) the child.

Parents must have third-party insurance for their children. Ska Kinderopvang has taken out collective student accident insurance.

Force majeure

Ska Kinderopvang is not liable in the of force majeure. In these additional terms and conditions, force majeure is understood to mean, in addition to what is understood in this respect by law and jurisprudence, all externally unforeseen causes, over which Ska Kinderopvang cannot exert influence, but as a result of which Ska Kinderopvang is unable to fulfil its obligations. Force majeure includes in any case: strike (also for example in the primary education system), government imposed measures, pandemics, excessive absenteeism by employees of Ska Kinderopvang, a (temporary) shortage of pedagogical workers, fire, flooding, business and technical failures, etc.

In case of force majeure, Ska Kinderopvang will notify the Parent immediately. Force majeure releases Ska Kinderopvang from the obligation to perform the Agreement. The childcare costs remain due in full.

Amendments to the Additional General Terms and Conditions

Ska Kinderopvang has the right to unilaterally change the Additional Terms and Conditions, whether or not as a result of changes in laws and regulations. Ska Kinderopvang will notify the changes to the Additional Terms and Conditions, to the Parent in writing, at least one month before the effective date of the change. If the amendment of the Additional Terms leads to a material amendment to the Agreement, the Parent is entitled, until the day on which the changes come into effect, to cancel the Agreement.