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### 1. Definitions

<i>Starting point:</i>	The agreed date on which the Childcare commences (the commencement/start date is stated in the Agreement).
<i>Industry Terms:</i>	The General Terms and Conditions for Day Care and Out-of-School Care of the Branch Association for Social Childcare of 2025.
<i>Contract parent:</i>	The person or persons with whom Ska Kinderopvang has concluded the Agreement.
<i>Contract datum:</i>	The date on which the Agreement came into effect.
<i>Own Additional Ska Terms:</i>	The conditions in this document.
<i>Group:</i>	Both a 'basic group' as referred to in the Childcare Quality Decree ('a fixed group of children in out-of-school care') and a 'core group' as referred to in the Childcare Quality Decree ('a fixed group of children in day care').
<i>Children's centre:</i>	A branch of Ska Kinderopvang.
<i>Childcare:</i>	All services offered by Ska Kinderopvang, including out-of-school care, day care and play-learning groups (toddler care).
<i>Parent(s):</i>	The blood or marriage relative(s) in the ascending line or foster parent(s) or caregiver(s) of the child.
<i>Parent portal:</i>	The digital environment of Ska Kinderopvang.
<i>Agreement:</i>	The agreement between the Contract Parent and Ska Kinderopvang.
<i>Parties:</i>	Ska Kinderopvang and the Contract Parent(s).
<i>School-free day:</i>	A day on which the child has no school, for example a study day or a holiday day.
<i>Ska Kinderopvang:</i>	Ska Kinderopvang Foundation

### 2. Applicability

- 2.1. The Branch Terms and Conditions and these Additional Ska Kinderopvang Terms and Conditions apply to the Agreement.
- 2.2. The Additional Ska Kinderopvang serves to supplement and implement the Branch Conditions. If the Additional Ska Kinderopvang Terms and Conditions and the Branch Terms and Conditions are in conflict with each other, the Branch Terms and Conditions apply.
- 2.3. More information about our Childcare can be found:

- a. In the information booklets about our Childcare. The most recent version can be found on [www.ska.nl](http://www.ska.nl);
- b. On our website [www.ska.nl](http://www.ska.nl);
- c. In the Parent Portal.

### 3. Cancellation and withdrawal

- 3.1. In addition to art. 3 of the Branch Conditions, the following applies.
  - a. If the Contractual Parent invokes the right of withdrawal within 14 days after the conclusion of the Agreement, no cancellation costs are due;
  - b. If the Contract Parent cancels the Agreement in the period between 14 days after the conclusion of the Agreement and more than one month before the start date of the Childcare, he will owe EUR 100.00 in cancellation costs to Ska Kinderopvang;
  - c. If the Contract Parent cancels the Agreement in the period between 14 days after the conclusion of the Agreement and one month or less before the start date of the Childcare, he will owe a cancellation fee equal to the price included in the Agreement for one month of Childcare.
- 3.2. If the Contract Parent cancels (revokes) the Agreement, he is no longer entitled to Childcare.

### 4. Registration and placement

#### Announce

- 4.1. Registration for day care is possible from three months of pregnancy. For the play-learning group, you can register from the age of one year and for out-of-school care from two and a half years old.

#### Placement

- 4.2. A place is offered in accordance with the placement criteria as laid down in the placement regulations. The placement regulations can be found on the website of Ska Kinderopvang ([www.ska.nl](http://www.ska.nl)).
- 4.3. By signing the Agreement, the Contract Holder agrees to placement on two Groups during the term of the Contract. The Child's Groups are listed in the Parent Portal. When these moments are can be found in the pedagogical work plan of the Children's Centre. If it is outside these fixed moments, Ska Kinderopvang will ask you for written permission for this. This takes place at the Children's Centre.

### Minimum purchase

- 4.4. The minimum number of half-days that must be purchased at the daycare is 1 full day per week.
- 4.5. In the play-learning group, the minimum purchase is 2 half-days per week (in a fixed combination of 2 mornings) when the opening time of the play-learning group is 4 hours per half-day and one half-day per week if the opening time of the play-learning group is 5.33 hours per half-day\*.
- 4.6. At out-of-school care, the minimum purchase during holidays and on school-free days is 1 whole day per week and during school weeks the minimum purchase consists of 1 afternoon per week after the regular end time of school until 6.30 pm. For out-of-school care, the holiday package is at least 12 full days per year.

*\* for exceptions, see the Children's Centre pages on [www.ska.nl](http://www.ska.nl).*

### Merge Groups

- 4.7. Ska Kinderopvang can merge Groups. This can also concern Groups at different Children's Centres.
- 4.8. Merging can also be temporary. In the case of out-of-school care, for example, this is during holidays and/or school-free days. Then it is possible to merge Children's Centre across Childcare Centres. No later than 3 weeks before the holidays and/or school-free day, it will be announced which Children's Centre the children will be transferred to. At the nursery/play-learning group, for example, this is if the number of children deviates from the schedule. See above under permission second Group (art. 4.3).
- 4.9. During the Agreement, Ska Kinderopvang can place the child at another Children's Centre. A notice period of one month applies. In the event of calamities and/or unforeseen circumstances, this change can take place with immediate effect.

### Outstanding debt

- 4.10. It is not possible to conclude a new Agreement with an outstanding claim (debt) on the basis of a previous Agreement before the outstanding amount has been paid.

## 5. Duration and renewal of the Agreement

- 5.1. The Agreement is entered into for the maximum term of the agreed type of Childcare.
  - a. The maximum period for day care lasts from the age when the child is 8 weeks old to the age of 4 years. On an individual basis and based on availability, it is possible to extend with a maximum of 3 months.

- b. The maximum period for toddler care lasts from the age of 2 years to the age of 4 years.
  - c. For subsidised toddler care on the basis of a VVE indication, the Agreement commences between the first and the 15th of the month, and ends between the 16th and the last day of the calendar month in which the child turns 4 years old.
  - d. The maximum term for subsidized toddler care lasts from the age when the child is 2 1/2 years old to the age of 4 years.
  - e. The maximum period for out-of-school care and pre-school care lasts from the age of 4 until the day on which secondary education for the child begins.
- 5.2. Postponing the start date can be max. 3 months before the commencement date and with max. 2 months.
- 5.3. If the Contract Parent wants to postpone the commencement date by more months, the Agreement will be dissolved. It is sometimes possible to conclude a new Agreement. That depends on the capacity.

## 6. End of the Agreement

### Termination by Contract Holder

- 6.1. In the event of early full or partial termination, the Contract Parent shall be subject to a notice period of one month, unless there is a termination due to a price change as referred to in Article 11.8 of the Branch Conditions.
- 6.2. Termination by the Contractual Parent takes place by means of the hyperlink on the website with the text: "Termination of the Agreement". The date of sending the cancellation via the hyperlink is the date of receipt of the cancellation by Ska Kinderopvang.

### Children with extra care

- 6.3. Contract parents must report medical, social-emotional and other details to Ska Kinderopvang as soon as possible. If during the Agreement it appears that a child needs extra care, Ska Kinderopvang has a valid reason to terminate the Agreement prematurely with due observance of a notice period of one month.

### Link primary schools with Children's Centres

- 6.4. Each Children's Centre is linked to one or more primary schools. If the child changes schools and goes to a school that is not linked to a Children's Centre, Ska Kinderopvang

has a valid reason to terminate the Agreement prematurely with due observance of a notice period of one month.

- 6.5. A change in the capacity of Ska Kinderopvang and/or the number of Children's Centres may have consequences for the link between primary schools and Children's Centres. If the link changes, Ska Kinderopvang has a valid reason to terminate the Agreement prematurely with due observance of a notice period of one month.

### **Force majeure**

- 6.6. If Ska Kinderopvang is unable to comply with the Agreement due to force majeure (see art. 15 paragraph 2), both the Contract Parent and Ska Kinderopvang have a valid reason to terminate the Agreement prematurely with due observance of a notice period of one month.

## **7. Mutual obligations**

### **Contract parent and parental authority**

- 7.1. The Agreement is concluded with one of the Parents (the Contract Parent). The starting point is as follows:
- a. Both parents have parental authority over the child and the Contract Parent also represents the other parent. The Contract Parent must ensure that all important matters that are overseen by the parental authority are mutually coordinated with the other parent.
  - b. If one of the parents does not have parental authority, the Contract Parent must prove this on the basis of a court decision or parenting plan.
  - c. Both parents receive the same information regarding the child's childcare situation as a starting point. Ska Kinderopvang will not schedule separate meetings with the parents. Ska Kinderopvang assumes that if the parents are not present together, they will inform each other. If a parent does not have parental authority over the child, he or she remains entitled to information under the law about "important facts and circumstances concerning the person of the child or his or her care and upbringing" (this is stated in Article 1:377c of the Dutch Civil Code). Therefore, Ska will periodically inform the parent without parental authority about important facts and circumstances about the child if requested.

### **Extra care**

- 7.2. Ska Kinderopvang offers the possibility to request additional incidental care. Extra care is only possible if:
- a. The number of children in the Group allows it;

- b. The composition of the Group, including the number of available pedagogical staff, allows for this
  - c. Ska Kinderopvang does not have to incur any additional personnel costs for this.
- 7.3. In the case of day care, costs for extra care are invoiced in the following month.
- 7.4. There are two options for out-of-school care:
- a. If there is a total package (out-of-school care), the days that can be spent freely can be used as an extra afternoon during school weeks if the child and staffing allow it. This means that the days that can be spent freely can be used as an extra afternoon during school weeks if:
    - (i) The number of children in the Group and the composition of the Group, including the number of available pedagogical staff, allow this; and
    - (ii) Ska Kinderopvang does not incur any additional personnel costs for this.
  - b. If there is no total package or the free disposable days are not sufficient, Ska Kinderopvang has the free choice to reject the request. If Ska Kinderopvang grants the request, it will charge the costs by means of an invoice.

### **Exchange service**

- 7.5. If no regular day of childcare has been used, the Contract Parent does not derive any right to Childcare on another day. But sometimes Childcare can be offered on another day instead of the regular day of care (an '**Exchange Day**'). It is up to Ska Kinderopvang to assess a request for an Exchange Day and it is at its discretion to reject it. The options differ per Children's Centre. The play-learning group is excluded from this service.
- 7.6. The conditions are at least as follows:
- a. The child must be deregistered via the Parent Portal no later than 7.59 a.m. on the day before the regular care day;
  - b. The Exchange Day must be no later than 6 weeks after the cancelled care day;
  - c. The registration for the Exchange Day must be submitted via the Parent Portal at least two days before the intended Exchange Day;
  - d. Approval of the Exchange Day will take place between 1 week and up to 2 days prior to the requested day;
  - e. The Exchange Day must fall within the duration of the Agreement;
  - f. The Exchange Day must be operationally possible. The composition of the Group, the number of children in the Group and staff capacity on the Exchange Day play a role in this;
  - g. It should not lead to additional costs or extra staff for Ska Kinderopvang.



- h. Full days can be exchanged for full days, school days (in the case of out-of-school care) for school days, and holidays (in the case of out-of-school care) for holidays;
  - i. Childcare days that fall on a generally recognised holiday or on predetermined study days for our pedagogical professionals cannot be exchanged.
- 7.7. If an Exchange Day request has been submitted and approved, it cannot be changed. Changing an application can be done via the Parent Portal.
- 7.8. If the Contract Parent does not make use of an Exchange Day, he is not entitled to compensation for this.
- 7.9. An Exchange Day is child-related and cannot be used for childcare of another child. An Exchange Day must be started within 14 days before or within 6 weeks after the regular day of care on which the child was deregistered. After 6 weeks, the Exchange Day expires.
- 7.10. The exchange of a day preferably takes place at your own Group.
- 7.11. Ska Kinderopvang reserves the right to suspend this exchange service if it is unable to perform this service.

Strike days and unexpected closing days within primary education fall under force majeure; The exchange service does not apply to this and no days can be used for free spending.

### **Freely disposable days in total package and holiday package out-of-school care**

- 7.12. For each fixed day of care, there are 12 days of freely disposable holiday per calendar year or a pro rata part thereof if the Agreement has not lasted a full calendar year. These days can be used as full days during holidays and school-free (mid)days\*.

*For special education: insofar as the holidays and study days coincide with the holidays and study days of regular education.*

- 7.13. A holiday package starts on the first of the month and ends, with due observance of a notice period of one month, on the first day of the following month. At the end of the calendar year, or termination of the Agreement, the remaining number of days that can be freely spent will lapse. If the Contract Parent (partially) terminates the Agreement before the end of the year, the days that can be freely spent will be recalculated. If the Contract Parent has taken too many hours, they will be charged.
- 7.14. Childcare is guaranteed during holidays and study days if requested 5 weeks in advance for the relevant school holiday or study day via the Parent Portal. And is satisfied with freely disposable vacation days. Later applications will be awarded if:
- a. The number of children in the Group and the composition of the Group, including the number of available pedagogical staff, allow this; and

- b. Ska Kinderopvang does not incur any additional personnel costs for this.

### **Choice of package only for out-of-school care**

- 7.15. For out-of-school care, you can choose from the following options when concluding the Agreement:
- a. Total package  
Purchase of one or more fixed days during school weeks and care during holiday weeks. Parent portal processes the credit in hours. See free disposable days in total and holiday package after-school care;
  - b. School weeks package  
Purchase of one or more fixed days during school weeks;
  - c. Holiday package  
Structural decrease in fixed school holiday day(s);
  - d. Pre-school care  
Purchase of one or more days before the start of school. This is possible at a limited number of Children's Centres. Check the location of your choice to see if it offers pre-school care.
- 7.16. The pre-school care is intended for contract parents who need short-term care before school hours and is offered at Children's Centres where this is possible from an organisational and business point of view. The pre-school care is open for 40 school weeks a year from 7.30 a.m. until the start of school.

*\*for exceptions, see the Children's Centre pages on [www.ska.nl](http://www.ska.nl).*

## **8. Obligations of Ska Kinderopvang**

### **Adjustment policy**

- 8.1. Your child's acclimatisation to a Group is covered by the Agreement. It is not possible to get used to it before the effective date of the Agreement has started.

### **Integral Child Centre**

- 8.2. If the Children's Centre where your child receives care becomes or is part of an Integral Child Centre (IKC), other conditions may apply. For a good continuous learning pathway, Ska Kinderopvang provides information about your child to the primary school. By placing your child at an IKC, you give permission for this.

### **Transport pre-school care and/or out-of-school care**

- 8.3. Children's centres are linked to schools. Ska Kinderopvang only takes care of children from the linked schools. The linked schools can be found on [www.ska.nl](http://www.ska.nl).

- 8.4. Transport from a linked school to the relevant Children's Centre will take place on foot or by bike if possible. If this is not possible, Ska Kinderopvang will do this motorized (including after-school care bus, taxi and car).

### **Opening hours during school weeks**

- 8.5. The out-of-school care is open during school weeks from the regular end of school hours. On these days, Ska Kinderopvang provides transport from school to the Children's Centre that is linked to the school. On our website you can read which schools the Children's Centres are linked to.

## **9. Obligations of the Parent**

### **Parent portal**

- 9.1. By concluding the Agreement, the Contractual Parent agrees to the use of the Parent Portal. The Parent Portal is used for:
- a. Communication at and with the Children's Centre where the child is cared for;
  - b. Deregistering the child;
  - c. Modification of the Agreement;
  - d. Request;
  - e. Extra care;
  - f. Holiday care;
  - g. School-free (mid)day(s);
  - h. Exchange;
  - i. Invoices;
  - j. Annual statements;
  - k. Permissions.

### **Inspection of child file by accountant or certifying body**

- 9.2. By signing the Agreement, the Contractual Parent gives permission for the child file to be inspected in the event of an audit by the accountant or certifying body.

### **Opening hours during school holidays and school-free (mid)days**

- 9.3. During school holidays and on school-free days, after-school care is open from 7.30 a.m. until the usual closing time. Only on these days do parents bring their children to and from

the relevant Children's Centre. Ska Kinderopvang uses the holiday schedules for primary schools in the Central Region as maintained by the national government.

### **Provision of personal data**

- 9.4. The Contracting Parent is obliged to provide all personal data necessary for the execution of the Agreement (such as name, address, dates of birth of Parents and children and BSN of both the Parents and the child) to Ska Kinderopvang accurately and prior to the commencement date of the Agreement, in order to enable the Tax Authorities to check the payment of Childcare Allowance. Changes to the aforementioned personal data must be reported in the Parent Portal within two weeks of the date of the change.
- 9.5. With a view to the provision of Childcare Allowance, the Tax and Customs Administration obliges Ska Kinderopvang to check the identity of the Contract Parent and the child on the basis of a valid proof of identity. The Contract Parent is obliged to cooperate with such an identity check on first request. It is the responsibility of the Contract Parent to identify himself. If the Contract Parent fails to do so, this may have consequences for the Childcare Allowance and for the Agreement.

### **Childcare allowance**

- 9.6. The Contract Parent is responsible for applying for Childcare Allowance from the Tax and Customs Administration in a timely and correct manner.
- 9.7. The Contract Parent is responsible for the timely and correct reporting of changes regarding the Childcare Allowance to the Tax and Customs Administration.

### **Illness and/or absence**

- 9.8. Contract Parents are expected to report their child(ren) absent in a timely manner in the event of illness and/or other absence.
- 9.9. In the absence of a child, the childcare costs remain due in full. Illness does not entitle you to a refund. If it is expected that a child will be absent for more than 2 consecutive months due to illness, it can be examined whether an exception can be made. The condition is that the Contract Parent informs this in writing in advance/in the initial phase of the absence due to long-term illness.

### **Transfer of rights and obligations Agreement**

- 9.10. If the Contract Parent intends to transfer the rights and obligations associated with the Agreement to a third party, Ska Kinderopvang will require a written statement, signed by the Contract Parent and third party, showing this transfer. Without a written statement signed by the Contracting Parent and third party, transfer of the Agreement is not possible.

## **10. Accessibility**

### **Opening hours (general)**

- 10.1. The opening hours of all Children's Centres can be found on [www.ska.nl](http://www.ska.nl). Children's centres are closed on Saturdays, Sundays, generally recognised holidays according to the national government and on the 3rd Friday in January due to a study day for all our pedagogical professionals.

## **11. The price and the change of the price**

### **Costs for early drop-off and pick-up outside opening hours**

- 11.1. It may happen that the child is brought earlier than the starting time or is only picked up from the Children's Centre outside opening hours. If the child is brought early or picked up too late more than three times per two consecutive calendar months, the Contract Parent will owe Ska EUR 75.00 each time.

## **12. Payment / Late payment**

- 12.1. Payment is made in advance. Unless otherwise agreed, payment will be made by direct debit from the bank account indicated by the Contract Holder, for which the Contract Parent has authorized Ska Kinderopvang
- 12.2. The contractually agreed annual amount is invoiced in equal amounts over all 12 calendar months in advance per month.
- 12.3. The Contract Holder shall ensure a sufficient balance in the bank account intended for direct debit.
- 12.4. In the case of non-direct debit, an administration fee may be charged.
- 12.5. If payment has not been made by the final payment date stated on the invoice, Ska Kinderopvang will send a written payment reminder to the Contract Parent. In this letter, the Contract Parent is given notice of default and is given the opportunity to pay within 15 calendar days of receipt of this payment reminder.
- 12.6. Ska Kinderopvang reserves the right to temporarily suspend and/or terminate the placement in the event of payment arrears, if the payment obligation has not been met even after a reminder and reminder and without this releasing the Contract Parent from the payment obligation.
- 12.7. Ska Kinderopvang reserves the right to outsource the collection of late payments to a collection agency. The resulting costs are for the account of the Contract Parent with due observance of Article 6:96 paragraph 6 of the Dutch Civil Code.

### **13. Complaints procedure**

- 13.1. The complaints procedure of Ska Kinderopvang can be found on the website [www.ska.nl](http://www.ska.nl).

### **14. Alterations**

#### **Changes by Ska Kinderopvang**

- 14.1. Ska Kinderopvang has the right to unilaterally change the Additional Ska Terms and Conditions, whether or not as a result of changes in legislation, regulations or business operations. Ska Kinderopvang will notify the Contract Parents of the change to the Additional Ska Terms and Conditions in writing at least one month before the effective date of the change. From the Effective Date, the Additional Ska Terms will apply to the Agreement.
- 14.2. If the amendment to the Additional Ska Terms and Conditions leads to a material change to the Agreement, the Contract Holder has the authority to terminate the Agreement until the day on which the changes take effect.
- 14.3. Ska Kinderopvang also reserves the right to periodically review its services regarding the Childcare.
- 14.4. If it appears from the registration and/or during the welcome interview, or at a later time, that a child needs extra care, Ska Kinderopvang reserves the right to change the Agreement in that regard immediately. Contract parents have an obligation to report medical, social-emotional and other details as soon as possible when these details become known.

#### **Changes by the Contract Holder**

- 14.5. During the first three months after the start of the child at the Children's Centre, it is not possible to switch to another Children's Centre.

#### **Structurally changed school hours**

- 14.6. If school hours change structurally, Ska Kinderopvang will adjust the childcare hours of the linked Children's Centre accordingly and the change in the childcare hours and childcare costs will be confirmed to the Contract Parent by means of an adjustment to the Agreement. If this takes place within three months of the conclusion of the Agreement, the Contract Parent has the right to dissolve the Agreement.

## **15. Force majeure**

- 15.1. Ska Kinderopvang is not liable for shortcomings in the performance of the Agreement caused by force majeure.
- 15.2. In these Additional Terms and Conditions, force majeure is understood to mean, in addition to what is understood in the law and case law, all external unforeseen causes over which Ska Kinderopvang has no influence, and as a result of which Ska Kinderopvang is unable to fulfil its obligations. Force majeure in any case includes: strike (also in primary education, for example), measures imposed by the government, pandemics, closure by order of the GGD, for example in the event of an outbreak of a contagious disease, excessive absenteeism of the employees of Ska Kinderopvang, a (temporary) shortage of pedagogical employees, fire, flooding, operational and technical malfunctions, extreme weather conditions (including heat, cold, storm or extreme rainfall).
- 15.3. In the event of force majeure, Ska Kinderopvang will notify you immediately. Force majeure releases Ska Kinderopvang from the obligation to perform the Agreement. The childcare costs remain due in full.

## **16. Liability of Ska Kinderopvang and Contract Parent**

- 16.1. The liability of Ska Kinderopvang is limited to the amount for which it is insured, plus the deductible.
- 16.2. Ska Kinderopvang has taken out a collective student accident insurance, among other things.
- 16.3. The Contract 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 Contract Parent is also liable for all damage suffered by Ska Kinderopvang because the Contract Parent has not fulfilled his obligations in connection with the Agreement or has not fulfilled it sufficiently, which includes but is not limited to damage caused by the non-provision of information, incorrect or incomplete by the Contract Parent regarding (the care of) the child.
- 16.4. The Contract Parent must have taken out third-party liability insurance for his child and pay premiums on time and in full.