

## HOUSE RULES 2021

### 1. Application of these rules

These house rules are supplementary to the national General Conditions Childcare (*Algemene Voorwaarden voor Kinderopvang*) and apply to the childcare centres of the 2Samen Foundation (hereafter to be referred to as 2Samen). These rules, which form part of the placement contract, are sent to the parents/carers of a child upon placement and can be viewed at [2samen.nl/en](https://www.2samen.nl/en) under 'About 2Samen' > '(Educational) Policy'.

### 2. The payment

2.1 For the child places that are made available by virtue of this contract, irrespective of whether these places are made use of partly or not made use of at all, you are due to us the payment as mentioned in the placement contract.

2.2 For each placement contract, you will be invoiced on a monthly basis. Payment takes place by means of a direct debit on or around the last working day of the month previous to the month in which your child is starting. The invoices are accessible through the parent portal. A cancellation can be made within 56 days. By payment without direct debit, we charge € 1.50 in administration costs. You may find our contact details on [2samen.nl](https://www.2samen.nl) (under 'Contact').

The payment of your invoice should be credited to our account on the first working day of the month. If we do not receive this amount within the required term, you will receive a reminder from our invoicing system Payt (this reminder will include an iDEAL link with which you may settle your invoice). This reminder will be followed by a demand notice, and the total invoice amount will be increased by € 10 for administration costs. Your payment must then be credited to our account within eight days. If you remain in default once more, you will receive a final summons, and the total invoice amount will be increased by € 20 for administration costs and you will be obliged to pay the legal interest from the date of the invoice. We may use a debt collection agency for this purpose. Your payment must then be credited to our account within five days. If we do not receive your payment in full or on time, then you will also be obliged to pay extrajudicial collection costs (15% of the outstanding claim with a minimum of € 30); and we reserve the right to terminate the childcare. According to the contract, you then still owe a payment for one month childcare.

2.3 If a placement begins on the sixteenth of the month, the payment for that month will be calculated proportionally.

2.4 The payment must be made in advance. If you do not pay or do not pay on time, 2Samen is authorized to charge the legal rent without notice of default.

2.5 First of all, payment from clients are used to cover the outstanding interest and, secondly to cover the outstanding costs; the remaining sum is used to pay outstanding invoices, beginning with the earliest dated. Under 'payments', we understand all amounts received on behalf of the client. A destination mentioned with the payment is subject to the aforementioned.

### 3. Placement

Each placement takes place by virtue of this contract under the terms and conditions as determined in the placement contract entered into by both parties and the brochures attached to this contract containing the guidelines of 2Samen, including the placement policy, which can be viewed at [2samen.nl](https://www.2samen.nl).

In principle, children are placed in one fixed group. With your written permission, (extra) care may take place in a different group or location than your child's fixed group. 2Samen also retains the right to merge groups, for example if there are not enough children in attendance to fill a group. We are legally obliged to request your permission for this. However, we do retain the right to possibly charge you for extra personnel costs in case you refuse. Of course, we will always talk to you about this beforehand.

### 4. Cancellation

4.1 The contract can be cancelled by both parties after the starting date, subject to a cancellation term of one month. Cancellation will take place solely in writing as of the 1st or the 16th of the month. In determining the date when the placement will end, the date when this letter is received is the date which qualifies, and not the date when the letter was sent. If the type of placement changes, a new placement contract must be signed by both parties. In addition, if you wish to reduce the number of days when your child receives childcare, we regard this as a new application. This means that you must take the cancellation period of your current placement contract into account.

4.2 If you wish to cancel a signed contract more than one month before the starting date of the placement, 2Samen will charge you € 50 (Playgroup € 25) in administration costs. If you wish to cancel a signed contract within a month and more than two weeks before the starting date of the placement, 2Samen will charge you for half a month of childcare, with a minimum of € 50 (Playgroup € 25). If you wish to cancel a signed contract within two weeks before the starting date of the placement, 2Samen will charge you for a month of childcare, with a minimum of € 50 (Playgroup € 25).

4.3 2Samen offers, in addition to childcare throughout the year, also smaller childcare packages. 2Samen wants to prevent improper use of these childcare packages. Therefore, a childcare package has to be purchased for a period(s) of one year.

If you want to switch to another childcare package within a year, then we reserve the right to make a possible recalculation. Customers whom this may concern, will be notified in advance of course.

### 5. Termination

5.1 **Immediate termination:** If, despite a written notice of default, the client does not fulfil his/her obligations or does not fulfil his/her obligations on time as mentioned in this contract, 2Samen will be authorized to terminate or to dissolve the contract as from the date of the notice of default, without prejudice to 2Samen's right to enforce the contract or to claim compensation, and without judicial intervention. Furthermore, this contract can be terminated immediately in the case of inability to pay, bankruptcy, moratorium of payments, liquidation, et cetera.

5.2 **Non-attendance:** If your child cannot attend for whatever reason, you must let the centre know. If your child remains absent for one week without you informing us of the reason, or if you are otherwise negligent in your use of the placement, we have the right to terminate this contract, pursuant to Article 4.1, so that another child can take the place of your child. One and another without prejudice to the payment obligation, pursuant to Article 2.

5.3 **Children requiring extra care:** In the case that your child apparently requires attention or care to such an extent that we cannot offer proper care to your child and/or other placed children (for example, because this will pose a risk to mental and/or physical health), we have the right to terminate the care immediately. In this case, possible other solutions will be taken into account, if and in so far as possible.

5.4 **Automatic termination:** In the case of day care, the placement automatically ends the day after the fourth birthday of the placed child, and for after-school care on the first day of the month in which secondary education of the child placed begins.

### 6. Amendments

Amendments to this placement contract are only applicable if they have been laid down in writing and have been signed for agreement by both parties. All contract changes can be implemented on the 1st of 16th of a new month. During the school holidays, the children might be taken care of at another extramural location than the usual one. If this is the case, clients will be informed about this well in advance.

Annually we adjust the placement specifications to the new calendar and opening hours of the elementary schools we serve.



## **7. Types of care**

2Samen distinguishes between the following types of care: **Day care:** For children in the age group of ten weeks to four years. The children can attend for full days, from Monday to Friday. **After-school care:** For primary school children, for after school and during the school holidays. **Extramural care:** For children to attend both before school times and/or during the lunch break.

**Holiday care:** For primary school children. They only attend during the school holidays, from Monday to Friday. **Playgroups:** For children from aged 2 to 4 years, prior to primary school. Our playgroups are generally run in the mornings, from Monday to Friday. **Preschool:** For children in the age group of 3 to 5 years. The children attend a full school year, 5 days a week.

- We regularly go out with the children; by foot, public transportation, cargo bike or electric vehicle.

## **8. Separate registration**

If you wish to make use of more than one type of child care, you must apply for each type separately.

## **9. Cooperation between 2Samen and primary schools**

The centres for after school care generally work together with two schools that are located within walking distance for the pedagogical teachers. For these schools it applies that the children are collected under supervision. In the case that parents have chosen for a different school, the children can still be placed at the centre, but the parents themselves are responsible for arranging transport for their child to the childcare centre.

After an announcement prior to the fact, 2Samen retains the right to place the child at a different location, or move the location itself.

## **10. Opening times**

**Childcare centres (KDV):** standard opening times are from 7.30 hrs (in Monster from 7.00 hrs) to 18.00 or 18.30 hrs, Monday to Friday.

**After school care (NSO):** standard opening times are from after-school hours up to 18.00 or 18.30 hrs. During the school holidays, the standard opening times are from 7.30 hrs (in Monster from 7.00 hrs) to 18.00 or 18.30 hrs.

**Before school care (BSO):** from 7.30 hrs until the primary school starts, in combination.

**Holiday care (VAK):** standard opening times are from 7.30 hrs (in Monster from 7.00 hrs) to 18.00 or 18.30 hrs.

**Playgroups (PSZ):** from ± 8.45 hrs to ± 11.30 hrs (depending on the school hours), for 2, 3, 4 or 5 sessions per week.

**Preschool:** from 8.30 hrs to 14.30 hrs and 12.00 hrs. on Wednesdays.

> At a number of centres, there is the possibility of extended care from 7.00 hrs to 18.30 hrs, outside the standard opening times; if there is sufficient interest and at an extra cost. For more information, you can speak to the manager of the centre or visit our website **2Samen.nl**.

## **11. Children picked up too late**

Parents who frequently pick up their child too late, according to the placement contract entered into, will be warned about this by the manager of the centre, in writing if necessary. After a warning has been given, a note will be made on the attendance list. Thereafter, if the child is collected late again, the parent can receive a fine; in this case, the management of 2Samen reserves the right to terminate the provision of care.

## **12. Swapping days**

Your child is placed on fixed days. If your child has been placed part-time, it is possible to swap a day within a month. However, swapping days is only possible if both the number of children present and the number of educational staff members present allow this, at the discretion of the manager of the childcare centre in question. This arrangement does not apply to (national and Christian) holidays.

**Please consult 2samen.nl for our swapping policy (About 2Samen > (Educational) Policy > House rules).**

## **13. Closure of the centres**

The centres are closed on all national and Christian holidays, as acknowledged by the central government. On 5, 24 and 31 December we close at 16.00 hours. The playgroups and preschool are closed during the school holidays and school days off of the schools with which the after-school care/extramural care has a form of cooperation, as referred to under point 9.

## **14. Sick children**

If, in the opinion of the manager of the centre, a child is sick (with a high temperature, showing listless behaviour or a general feeling of discomfort), you will be informed of this by telephone and a consultation will follow. You might be urgently requested to collect your child, if the manager considers this necessary.

## **15. Reporting infectious illnesses**

If parents become aware of an infectious illness in the family or of a relation with whom they are in daily contact, they are obliged to inform the group leader and/or manager of the centre that same day. The centre must be informed of this **before** the child is brought or **while** the child is being brought. The manager will decide whether the child can be placed at the centre during the period of the illness or the period during which there is a risk of infection, possibly after consultation with a doctor or the youth health care section of the GG & GD (municipal medical and health service) and taking the GG & GD regulations into account.

## **16. Being able to reach parents**

On the basis of the contact details provided by you, we must have the assurance of being able to reach you (by telephone) while your child is at the childcare centre. If these details change, you must inform the educational staff member and/or manager of the centre immediately.

## **17. Safety**

Children wearing jewellery may pose risks to them and others. For safety reasons, pedagogical staff have the right to take jewellery off children in certain situations.

## **18. Registration of personal details and privacy**

Any personal details or data received by 2Samen is dealt with confidentially. We do not sell data to third parties for commercial purposes, with exception of legal obligations (such as sharing placement details with the Tax Authorities). Please read more about this in our privacy statement at **2samen.nl/en**.

## **19. Parents' committees and clients' council**

Parents of children placed at the childcare centres, with the exception of staff members of 2Samen, can become a member of the parents' committee. Representatives of the parents' committee can be appointed as a member of the clients' council. The clients' council is represented in the Supervisory Board of 2Samen. In this way, influence on the policy of the organization is guaranteed.



## **20. Liability**

2Samen cannot be held liable for damage resulting from its working activities, with the exception of damage for which it is responsible according to law and in so far as covered under its insurance policies. 2Samen is not responsible for material damage inflicted by parents and children; parents should be insured for damage caused during the care to belongings of their child(ren) (like glasses or hearing aid).

## **21. Complaints**

2Samen has an internal complaints procedure. You can find this on 2samen.nl/en and we can send it to you on request. 2Samen is also part of the 'Geschillencommissie Kinderopvang' (dispute committee childcare), for complaints by individual parents as well as complaints by parent committees.

## **22. Force majeure**

Malfunctioning due to force majeure (such as war, mobilisation, disturbances, pandemics, floods, stagnation or stopping of services by public utility companies, fire and other accidents, strikes or employee organisations acting in such a way to disturb normal business or making this impossible) could lead to 2Samen (temporarily) not being able or allowed to adhere to her service duty. In this case, 2Samen explicitly requests you to adhere to your duties to 2Samen. Partly to allow her business to continue and partly to avoid your right to childcare allowance being taken or you losing your spot in childcare. 2Samen will do what is in her power to continue her services or provide a fitting solution.

## **23. Applicable law and competent court**

Dutch law applies to this contract . Disputes resulting from this contract will be presented to the competent civil court for judgement.

## **24. Familiarity with the guidelines**

You will understand that it is impossible to summarise all the rules and guidelines applicable to childcare in one contract . Should something go wrong, despite all the agreements, rules and guidelines, it is reassuring to know that 2Samen has a complaints procedure which guarantees that complaints are dealt with satisfactorily.

For situations not provided for by these rules, the managing director decides.

*Drawn up in November 2004/YM/amended in April 2021*

