

# CompaNanny

# General Terms & Conditions

## Article 1 Applicability

These General Terms & Conditions apply to the Contract, and any additions to the Contract made by CompaNanny for the benefit of the Childcare and to the agreements/Contracts resulting therefrom.

## Article 2 Definitions

The following is a glossary explaining the most important terms used in this Contract:

- CompaNanny: CompaNanny Nederland B.V. or one of its subsidiaries, as specified in the Contract, which offer childcare to Parents at the nurseries and After-School Childcare branches of CompaNanny for children between 0 and 12 years of age.
- Parent: the parent(s), carer(s) or legal guardian(s) who purchases services from CompaNanny. Parent is a private individual.
- Nursery: a facility for the care of children aged 0 to 4 years, operated by CompaNanny.
- After-School Care: a facility for the care of children aged 4 to 12 years, operated by CompaNanny. This accommodation is provided outside of daily school hours, as well as during school closure days and/or afternoons during school holidays.
- Playgroup: a facility for the care of children aged 2 to 4 years, operated by CompaNanny. Childcare is offered here in the mornings, with the exception of school holidays.
- Childcare: the provision of accommodation, care and guidance outside one's own household, in an organised structure and for financial remuneration, to several children from several households at the same time.
- Before-School Care: a facility for the care of children aged 4 to 12 years, operated by CompaNanny. Childcare is provided here before daily school hours.
- Contract: The placement Contract between Parent and CompaNanny in relation to Childcare. These General Terms & Conditions apply to the Contract.
- Starting Date: the date from which the Childcare takes place as mentioned in the Contract.
- Parties: Parent and CompaNanny.
- Written: also includes 'digital' (by electronic means), unless the law does not allow this.
- Regular Childcare: Parent makes use of the same days of Childcare each week.
- Flexible Childcare: Parent makes use of different days of Childcare each week.

## Article 3 Registration

- 3.1 Enrolment can be done via the registration form on the website [www.compananny.nl](http://www.compananny.nl).
- 3.2 The Parent receives a written confirmation of the registration.
- 3.3 Confirmation of registration does not guarantee a place at CompaNanny.

## Article 4 Placement policy

- 4.1 Following registration, CompaNanny will do its best to reserve a Childcare place for the Parent. As soon as a place can be reserved, CompaNanny will contact the Parent via email or telephone. If the Parent does not respond in a timely manner, the offer to reserve a place will lapse.
- 4.2 As far as possible, CompaNanny will take the Parent's wishes into account during the planning. The possible options will be communicated to the Parent.
- 4.3 In certain situations, CompaNanny applies a priority policy when placing children. Some of these situations are listed below as examples. CompaNanny has discretionary power in the application of this policy to:
  - Brothers and/or sisters of children already placed at CompaNanny.
  - Persons affiliated with CompaNanny or persons relevant to its business operations.
  - Children who are already placed at CompaNanny who wish to extend or change their days.
  - Parents who wish to purchase services on an unpopular day in combination with days that are popular will be given priority over Parents who wish to purchase services only on the popular days. In this way, CompaNanny facilities are optimally occupied.
  - Children who have been placed at another CompaNanny branch.

## Article 5 Minimum purchase

- 5.1 Each form of care has its own additional terms and conditions and/or minimum purchase. Any additional conditions are included as part of the offer and/or contract.
- 5.2 CompaNanny abides by a minimum placement period of 2 months for each form of Childcare, unless otherwise agreed between Parties.  
CompaNanny Childcare General Terms & Conditions
- 5.3 CompaNanny reserves the right to unilaterally modify its various products and additional services.

## Article 6 The Contract

- 6.1 The Contract becomes valid when the Parent accepts the offer made by CompaNanny.
- 6.2 Any particularities relating to the child of a medical and/or social nature for which special social care or attention is required must be reported to CompaNanny no later than the moment at which a place is offered.
- 6.3 The Parent accepts the offer by telephone or in writing, after which CompaNanny sends the Parent a Contract. The Parent must sign this Contract and return it to CompaNanny.
- 6.4 CompaNanny confirms in writing the receipt of the signed Contract to the Parent.
- 6.5 Within the framework of the Contract, CompaNanny has the freedom to organise the Childcare at its own discretion.
- 6.6 CompaNanny reserves the right to modify the composition of the groups, its various products and additional services if this is best for the care of the currently placed children and/or if it is in the interest of CompaNanny's business operations.
- 6.7 CompaNanny reserves the right to unilaterally modify these General Terms & Conditions, which are applicable to the Contract.
- 6.8 In the case of a new branch opening, Contracts will be entered into under the resolutive conditions that all renovation work needed to make Childcare operative has been complete, and that CompaNanny has obtained the necessary permits required by the government to put the Childcare into operation. CompaNanny cannot be held liable for damages suffered by the Parent in the event – no matter what the circumstances – that the Childcare cannot be put into operation, or can only be put into operation at a later moment.

## Article 7 Duration and extension of the Contract

- 7.1 The Contract for Childcare from 0 to 4 years of age expires automatically on the day before the child's 4th birthday, unless otherwise agreed by CompaNanny and Parent.
- 7.2 The Contract for After-School Care from 4 to 12 years of age expires automatically on the day before the child's 12th birthday, unless otherwise agreed by CompaNanny and Parent.
- 7.3 An extension of the Contract must be agreed upon in writing. The extension is only granted following written confirmation by CompaNanny.

## Article 8 Cancellation of the Contract and cancellation fees

- 8.1 From the moment the Contract is signed until 4 months before the start date of Childcare, the Parent has the right to cancel the Contract in its entirety free of charge. A partial cancellation is not possible.
- 8.2 In case Parent cancels the contract between 4 and 1 month before the starting date, €150 administration costs are charged. In case a cancellation is within one month before the starting date, the cancellation fee is equal to the costs of the first month (31 days) of the contract. In the event of this type of cancellation, it is no longer possible to make use of Childcare at CompaNanny.
- 8.3 In the case the Parent wants to cancel one or more days for which the Contract has been signed: CompaNanny has a minimum placement duration of 2 months. During the first 2 months of the Contract it is therefore not possible to terminate days free of charge. For example, if you start on 1 May, the first possibility is to terminate, or partially terminate, the Contract is per 1 July.
- 8.4 Postponing the Starting Date is only possible if the birth of the child takes place later than the due date. The starting date can be adjusted with the same amount of days that the Child has been born past the due date that's in the contract, with a maximum of 2 weeks.
- 8.5 If the Parent wishes to cancel the Contract due to a medical reason, the Parties shall consult with each other about this. In this case, we advise the Parent to contact the Planning & Placement team.

## Article 9 Change in contract and family composition

- 9.1 Any Parent that is part of the contract may send a request for the extension or modification of the Contract via [info@CompaNanny.nl](mailto:info@CompaNanny.nl). Following the processing of the modification, the change will always be confirmed by CompaNanny to the Parent by email. The modification is only approved following written confirmation by CompaNanny. In case the requested day is not available, Parent will be placed on the waiting list.
- 9.1 CompaNanny offers contracts for different family compositions. In case both parents are part of the contract, than both parents are equally authorized to modify the contract, including cancellations. In case of changes in the family composition (for instance divorce, split, change in parental authority) the contract is to be changed to an individual contract for each parent. This can not be done retro-actively. Parents are responsible for a timely request via [info@CompaNanny.nl](mailto:info@CompaNanny.nl).
- 9.1 In case of any disagreement between (ex-)partners, CompaNanny will keep aloof to remain a neutral basis for the child.

## Article 10 Termination of the Contract

- 10.1 The Childcare Contract ends by operation of law when a child reaches the age of 4. If the Parent also wishes to make use of After-School Care at the branch as soon as the child reaches the age of 4, please note that this does not happen automatically. For this, the Parent needs to re-register via [info@CompaNanny.nl](mailto:info@CompaNanny.nl) or via the registration form on [www.CompaNanny.nl](http://www.CompaNanny.nl) in sufficient time. In addition, the Contract ends by (premature) termination by one of the Parties.
- 10.2 The temporary termination or freezing of the Contract is not possible.
- 10.3 A full or partial termination must be made in writing by the Parent to CompaNanny, taking into account a notice period of 1 month (31 days), preferably per the 1st or the 16th of the month. During the notice period, the Parent's payment obligation continues.
- 10.4 CompaNanny is only authorised to immediately terminate the Contract on the grounds that there is a compelling reason for doing so. The following are considered as compelling reasons:
  - A The Parent is in default in accordance with Article 17.4 and the claim against the Parent has remained unpaid in accordance with Article 17.5 for more than 60 days (2 months) following the invoice date.
  - B CompaNanny is unable to carry out the Contract either long-term or permanently due to circumstances beyond CompaNanny's control.
  - C There is a business economic need that endangers the continuity of the Childcare branch where the child has been placed.
  - D If a child exhibits such behaviour that it cannot be cared for in the usual manner at the CompaNanny facility where it has been placed, and/or if there thus exists the possibility of danger to the child itself or to the mental and/or physical health of the other children.
  - E In the case of suspension of payment, debt rescheduling or bankruptcy of the Parent.
  - F In case Parent exhibits behaviour contrary to the code of conduct.
- 10.5 Following agreement by both Parties, the Contract shall be terminated with immediate effect in the following cases: death of the child, permanent disability of the child (so that the Childcare can no longer be used), or illness of the child starting 1 month prior to the date of termination and during which period the child did not make use of the Childcare.

## Article 11 Closing days

- 11.1 CompaNanny is closed on the following days; New Year's Day, Good Friday, Easter Monday, King's Day, Ascension Day, Whit Monday, Christmas Day and Boxing Day, and once every five years on Liberation day (May 5th).
- 11.2 On December 24th and 31st all locations close at 17:00 PM.
- 11.3 CompaNanny is closed for a maximum of 2 staff development days per year, and possibly another week for renovation work.
- 11.4 The staff development days will be announced at least 2 months before they take place.
- 11.5 The days that CompaNanny is closed will not be financially compensated to the Parent.

## Article 12 Admission of children

- 12.1 CompaNanny admits children above 8 weeks of age in its Childcare facilities unless otherwise agreed by Parties.
- 12.2 If it appears that a child who has been placed in a Childcare facility is behaving in such a way that the child cannot be cared for in the usual manner at CompaNanny, and/or that this causes danger to the child itself or to the mental and/or physical health of the other children, CompaNanny reserves the right to deny the child immediate access to the Childcare and to terminate the Contract immediately in accordance with Article 10.4 D 'Termination of the Contract'.
- 12.3 In the case of children whose mental and/or physical state of health is such that they cannot be cared for in the usual manner, CompaNanny is not obligated to place them at any of its Childcare locations.
- 12.4 CompaNanny reserves the right to refuse a placed child for a period of time to be determined by CompaNanny in the case that the child needs extra care and/or attention due to illness or otherwise.
- 12.5 The Parent should inform CompaNanny if their child(ren) have not been vaccinated against diphtheria, whooping cough, tetanus, polio, mumps, measles, rubella, Hib infections (e.g. meningitis, blood poisoning), pneumococcus and meningococcus C according to the rules established by the Dutch Infants and Pre-schoolers Consultation Office (Consultatiebureau voor Zuigelingen en Kleuters). If CompaNanny has not been informed by the Parent of the absence of the above-mentioned vaccinations, this constitutes a serious ground for CompaNanny to terminate the Contract with the Parent in accordance with Article 10.4.

## Article 13 Provision of personal data

- 13.1 The Dutch Social Security Number (BSN) of the Parent and of the child to whom Childcare applies must be provided to CompaNanny prior to the starting date in order to enable the Dutch Tax and Customs Administration (Belastingdienst) to check the payment of the Childcare benefits.
- 13.2 The Parent must provide necessary personal details, such as name, address and email address, prior to signing the contract.
- 13.3 The Parent must provide any changes to the aforementioned personal details via the Parent Portal within 1 week of the date that this change goes into effect.

## Article 14 Childcare benefits

- 14.1 The Parent is responsible for applying for childcare benefits from the Tax and Customs Administration (Belastingdienst) on time and correctly.
- 14.2 The Parent is responsible for the timely and correct notification of changes in benefits in relation to Childcare.
- 14.3 In case Parent wishes to send the child care benefit directly to CompaNanny, Parent can request this via "Mijn Toeslagen" or the App Kinderopvangtoeslag.

## Article 15 Insurance

- 15.1 CompaNanny arranges liability insurance for the officials and supervisors working in its Childcare. In addition, CompaNanny arranges accident insurance for the children taking part in its Childcare.
- 15.2 15.2 Any liability arising from or in connection with the execution of the Contract is limited to the amount paid out in the case in question under the liability insurance taken out by CompaNanny. If, for whatever reason, no payment is made under the aforementioned insurances, any liability is limited to a maximum amount equal to the invoice value (excluding sales tax) of 1 year. The limitation or exclusion of liability referred to in this Article does not apply insofar as the damage is the result of deliberate recklessness or intentional failure on the part of CompaNanny.
- 15.3 15.3 CompaNanny is not liable for loss, theft, damage or mix-up of property of children or parents.

## Article 16 Rates

- 16.1 CompaNanny is entitled to periodic adjustment of its rates, including rate increases. A change in the rates will be announced in writing at least 1 month in advance of them going into effect.
- 16.2 Each CompaNanny branch has its own rates, services and product offerings.
- 16.3 The current rate is shared in the offer and contract.
- 16.4 Unused Childcare days will not be reimbursed.

## Article 17 Payment/late payment

- 17.1 The amounts due by the Parent will be collected by CompaNanny in monthly instalments by means of advance payment on the collection date indicated on the invoice, unless otherwise indicated or agreed. By signing the Contract, the Parent gives an authorisation for direct debit.
- 17.2 All other (additional) services and products will be invoiced and collected afterwards.
- 17.3 If the Parent has not paid by the collection date, CompaNanny will send a written payment reminder to the Parent following this payment date and will give the Parent the opportunity to pay within 14 days following receipt of this reminder. Furthermore, CompaNanny will warn the Parent in subsequent payment reminders of the possible consequences of payment arrears.
- 17.4 If the Parent defaults on payment within the period of 14 days referred to in Article 17.3, the Parent is in default by operation of law.
- 17.5 From the moment that the Parent is in default, statutory interest will be charged. If the Parent is in default, CompaNanny reserves the right to outsource the collection of the amount due. If claims remain unpaid longer than 60 days (2 months) after the invoice date, CompaNanny may terminate the Contract with immediate effect in accordance with Article 10.4.
- 17.6 The judicial collection costs that CompaNanny incurs in connection with its claim will be recovered from the Parent.
- 17.7 CompaNanny does not reimburse interest on amounts paid in advance.

## Article 18 Disputes

- 18.1 CompaNanny Contracts are governed by Dutch law.
- 18.2 Disputes between the Parent and CompaNanny concerning the formation or implementation of the Contract may be brought by both the Parent and the Company before the Disputes Committee for Childcare (Geschillencommissie Kinderopvang), Bordewijklaan 46, Postbus 90 600, 2509 LP Den Haag, (degeschillencommissie.nl).
- 18.3 A dispute will only be dealt with by the Disputes Committee if the Parent has first submitted a complaint to CompaNanny.
- 18.4 If the complaint does not lead to a solution, the dispute must be submitted to CompaNanny in writing or in another form to be determined by the Disputes Committee within 12 months of the date on which the complaint was submitted to CompaNanny by the Parent.
- 18.5 When the Parent brings a dispute before the Disputes Committee, CompaNanny is bound by this choice. If CompaNanny wishes to bring a dispute before the Disputes Committee, it must ask the Parent in writing to state within 5 weeks whether the Parent agrees to this. CompaNanny must thereby announce that it will consider itself free to bring the dispute before the court after the aforementioned period has elapsed.

- 18.6 The Disputes Committee shall make its decision with due observance of the provisions of the regulations that apply to it. The regulations of the Disputes Committee are available via [degeschillencommissie.nl](https://degeschillencommissie.nl) and will be sent upon request. A fee is charged for handling a dispute. The decisions of the Disputes Committee are made by means of binding advice within the intention of Article 7: 900 of the Dutch Civil Code.
- 18.7 The court at [place] or the above-mentioned Disputes Committee are authorised to take cognizance of disputes.

## Article 19 Force majeure

- 19.1 Within the context of the execution of the Contract, CompaNanny will in any case, but not exclusively, be subject to force majeure if the following situations occur: all circumstances resulting from the execution of the CompaNanny Childcare General Terms & Conditions Contract, whether temporary or not, which are beyond the will of CompaNanny. This includes in any case, but not exclusively, the following: a strike by CompaNanny staff, traffic jams, transport strikes, serious transport delays, malfunctions in the CompaNanny computer network, accidents, explosions, above-average absence of CompaNanny personnel due to illness, and fire. The court at [place] or the above-mentioned Disputes Committee are authorised to take cognizance of disputes.
- 19.2 In case of (weather)code Red, any location can close earlier or stay closed to ensure the safety of the children and staff.
- 19.2 In case of (earlier) closure due to force majeure or code Red, any care hours are lost without compensation.

## Article 20 House rules

- 20.1 CompaNanny requests the Parent to comply with the house rules and code of conduct of the Childcare centre as included in the offer and visible in the Parent Portal. CompaNanny is entitled to change the house rules at any time. CompaNanny will inform the Parent of any changes to the house rules.
- 20.2 If, despite two written warnings, the Parent or child fails to comply with these house rules, CompaNanny reserves the right to refuse Childcare until a solution has been reached between Parties. In this case the payment obligation of the Parent according to the Contract will continue.