

Additional Terms and Conditions - CompaNanny | Version 01-03-2025

Article 1 Definitions

Below you will find 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 offers childcare services to Parents of children between the ages of 0 and 12 at CompaNanny's daycare and after-school care branches.
- **Parent:** the parent(s), caregiver(s) or legal guardian who uses CompaNanny services. The Parent is a private individual.
- **Primary Contract Holder:** The Parent who signs the Contract, when signed by only one Parent.
- **Child:** the child to whom Care is provided and for whose benefit the Contract is concluded.
- **General Terms and Conditions for the Childcare Sector:** the General Terms and Conditions for Childcare, Daycare and After-School Care set forth by the Association for the Childcare Sector in the Netherlands.
- **Additional Terms and Conditions:** these additional terms and conditions set forth by CompaNanny.
- **Daycare:** Childcare provided by CompaNanny for children up to the age at which they attend primary school.
- **After-School Care:** Childcare provided by a Childcare Centre for children of primary school age, providing care before or after school hours, as well as during days or afternoons off and during school holidays.
- **Kindergarten:** a facility for the care of children aged 2 to 4 years, operated by CompaNanny. Care is provided here in the mornings, except during school holidays.
- **Childcare:** the commercial or non-free care, education and contribution to the development of children until the first day of the month in which the children's secondary education begins.
- **Before-School Care:** a facility for the care of children aged 4 to 12 years, operated by CompaNanny. Childcare is provided here before school hours.
- **Care:** collective term for Daycare, After-School Care, Kindergarten, Childcare and Before-School Care.
- **Contract:** the placement contract (agreement) between the Parent and CompaNanny with regard to the Care. These Additional Terms and Conditions apply to the Contract.
- **Commencement Date:** the date from which the Care takes place as stated in the Contract.
- **Effective Date:** the date on which the Contract is entered into.
- **Cancellation Date:** the date on which the Contract is cancelled prior to commencement of the Care.
- **Parties:** the Parent and CompaNanny.
- **In Writing:** written also includes 'digital' (via electronic means), unless otherwise required by law.
- **Regular Care:** Parent schedules care on the same days each week.
- **Flexible Care:** Parent alternates days of care each week.
- **School closing days (study days and non-teaching days):** days/parts of days on which the school has communicated at the beginning of the school year that it will be closed, other than generally recognised public holidays and official holiday weeks.

Article 2 Applicability

- 2.1 These Additional Terms and Conditions apply to the Contract and any additions to the Contract concluded by CompaNanny for the purpose of Childcare and to the agreements/Contracts resulting from these.
- 2.2 During the preparation of these Additional Terms and Conditions, the 2025 version of the General Terms and Conditions for the Childcare Sector apply.
- 2.3 These Additional Terms and Conditions apply in addition to the General Terms and Conditions for the Childcare Sector. This means that both these Additional Terms and Conditions and the General Terms and Conditions for the Childcare Sector apply.
- 2.4 The General Terms and Conditions for the Childcare Sector may change from time to time. In the event of a change to the General Terms and Conditions for the Childcare Sector, these Additional Terms and Conditions will apply in addition to the future version of the sector's General Terms and Conditions. CompaNanny reserves the right to change its Additional Terms and Conditions if the General Terms and Conditions for the Childcare Sector so require or if CompaNanny switches to another Sector Organisation.

Article 3 Registrations

- 3.1 Registrations can be made via the registration form on the website www.compananny.nl.
- 3.2 Parents will receive written confirmation of the registration.
- 3.3 Confirmation of registration does not guarantee a spot at CompaNanny.

Article 4 Placement policy and conclusion of the Contract

- 4.1 Following registration, CompaNanny will do its best to reserve a spot for Care on behalf of the Parent. In certain situations, CompaNanny applies a priority policy when placing a Child. Some (non-exhaustive) examples of these situations are presented below. CompaNanny has discretionary authority to apply this policy to:
- Siblings of children placed with CompaNanny.
 - Persons affiliated with CompaNanny or persons important to the business operations.
 - Children already placed with CompaNanny who want to extend or change their days.
 - Parents who wish to use the services on an unpopular day in combination with days that are popular will be given priority over Parents who only wish to use the services on the popular days.
 - Children who have been placed at another CompaNanny location.
- 4.2 As soon as a spot can be reserved for the Child that potentially suits the Parent's wishes, CompaNanny will contact the Parent via email or phone to make an offer. The Parent is hereby given a deadline for response. If the Parent does not respond (in a timely manner), the spot will be offered to another Parent and the Parent can no longer claim it.
- 4.3 The agreement (the Contract) is concluded when CompaNanny has received the Contract signed by the Parent. After signing the Contract, the Parent will receive a copy of the signed Contract confirming the placement.
- 4.4 Any special medical and/or social circumstances relating to the Child that require special social care or attention must be reported to CompaNanny no later than at the time a spot is offered, as referred to in Article 4.2.

Article 5 Products and services

- 5.1 Some services and/or branches may have their own additional terms and conditions. If there are additional terms and conditions, these will be shared as part of the offer and contract.
- 5.2 CompaNanny requires a minimum placement period of two months for each type of childcare, unless otherwise agreed between the Parties.
- 5.3 CompaNanny reserves the right to adjust or terminate the composition of the groups, the various products, services and additional services if this is in the interest of the business operations and/or the care of the children placed at that time, whether or not by branch, during the term of the Contract.
- 5.4 As soon as a change/termination of the Contract as referred to in the previous provision (Art. 5.3 of these Additional Terms and Conditions) is applicable, CompaNanny will inform the Parent of this at least one month before the change or end date, except in the event of calamities or unforeseen circumstances, in which case changes can take effect as soon as possible. If, in CompaNanny's opinion, a suitable alternative is available, the Parent will receive an offer with modified product(s) and/or service(s) as of the change or end date. If the Parent *does not accept the proposal at least two weeks prior to the change date*, CompaNanny will assume that the Parent does not wish to make use of the modified offer and the current Contract will end with effect from the change date. If CompaNanny cannot offer the Parent an alternative upon termination of a product or service, the Contract will end on the end date specified by CompaNanny.
- 5.5 If the Parent does not agree with a change as described in the previous provision (Art. 5.4 of these Additional Terms and Conditions), the Parent has the right to terminate the Contract after the announcement of the change, subject to one month's notice.
- 5.6 In the event that the modification to the Contract results in a material change to the Childcare to be provided, the Parent has the right to terminate the Contract with effect from the day on which the modification takes effect.
- 5.7 If the Child can foreseeably be cared for at another branch (with the exception of After-School Care during school closure days and/or school holidays), the Parent must give prior contractual consent to this. In the absence of written consent, the Child cannot be accommodated due to laws and regulations.

Article 6 The Contract and the contracting parent

- 6.1 The Parent declares that he or she has authority over the Child or, if this is not the case, that he or she has the permission of the other parent with authority or the legal representative. The Parent shall provide proof of this at CompaNanny's first request.
- 6.2 CompaNanny assumes that if there is another parent with authority, the Parent has permission from the other parent to enter into the Contract. In that case, the Parent signs the Contract on behalf of the other parent and has the explicit permission of the other parent to enter into the Contract or to make structural changes to it. If the parents do not agree on the conclusion of the Contract and/or the Care, the Parent can demonstrate by submitting a court ruling or divorce agreement that obtaining permission, as referred to in this article, is not necessary.
- 6.3 Parents are legally obliged to inform each other about important matters concerning the Child. The Parent therefore coordinates matters regarding the Care with the other parent if both parents have parental authority.

- 6.4 Another parent (with or without parental authority) has the right to information about important facts and circumstances regarding the Child. CompaNanny is responsible for providing this information.
- 6.5 If it appears that the Parent did not enter into the Contract with the consent of the other parent with parental authority at the time of signing it, or requested a structural change without the other parent with parental authority being aware of this at the time of the request, CompaNanny will give the Parent the opportunity to reach an agreement with the other parent on the manner of continuation of the Contract. If this situation occurs:
- a. *after the Commencement Date of Care or the effective date of the structural change to the Contract*, and the parents subsequently fail to reach an agreement within one month, CompaNanny will terminate the Contract or cancel the change due to the lack of the required consent, taking into account a notice period of one month.
 - b. *in the period between the Effective Date and the Commencement Date of Care or the start date of the structural change to the Contract* and the parents fail to reach agreement after one month or – if less than one month remains before the start date of care or the start date of the change – no later than one week before that start date, CompaNanny will inform the Parent in writing that the Contract or change will not take effect due to the lack of the required consent. CompaNanny will then consider this as a cancellation in accordance with Article 8.4 of these Additional Terms and Conditions.
- 6.6 Within the framework of the Contract, CompaNanny is free to organise the Care as it sees fit.
- 6.7 CompaNanny reserves the right to amend these Additional Terms and Conditions, which apply to the Contract. Amendments to these Additional Terms and Conditions will then be agreed with the Parent.
- 6.8 When a new branch is opened, contracts are entered into under the resolute conditions that all renovation work for the opening of the Childcare Centre is fully completed and that CompaNanny has obtained the necessary permits required by the government for the opening of the Childcare Centre. CompaNanny cannot be held liable for any damage suffered by the Parent in the event that - due to any circumstance - the childcare cannot be used, or cannot be used at a later time.

Article 7 Duration and extension of the Contract

- 7.1 The Agreement is entered into for the following term based on the agreed type of Care:
- a. for Daycare until the day the child reaches the age of four;
 - b. for After-School Care until the day the child reaches the age of twelve
- 7.2 Notwithstanding the above (Art. 7.1 of these Additional Conditions), the Parties may agree on a shorter or longer term
- 7.3 Any extension of the Contract shall be agreed in writing. This can be requested by sending an email to info@CompaNanny.nl for the attention of the Planning Department, stating “ Extension + first and last name of the Child + CompaNanny Branch. The extension is only approved upon written confirmation from CompaNanny.

Article 8 Cancellation of the Contract and cancellation charges

- 8.1 The Parent may cancel the Contract from the time of signing (Effective Date) until the Commencement Date of Care.
- 8.2 Cancellation of the Contract can be done by sending an email to info@CompaNanny.nl for the attention of the Planning Department, stating “ Cancellation of Contract + first and last name of the Child + CompaNanny Branch” .
- 8.3 The date on which CompaNanny has received the cancellation notice in good order will be considered the Cancellation Date. The notice (of cancellation) is deemed to have been received on the date of the email with which the notice was sent or on the date on which the electronic statement was sent, unless a later date is indicated in the statement.
- 8.4 CompaNanny may charge costs in the event of cancellation. The amount of the costs is determined based on the date of signing the Contract (Effective Date), the Commencement Date of Care and the Cancellation Date.
- If a Parent cancels *less than one month before the Commencement Date* of Care, the amount of the costs will be the amount the Parent owes for one month of Care.
 - If a Parent cancels *one or more months before the Commencement Date* of Care, the amount of the costs will be equal to the costs incurred by CompaNanny for the performance of the Contract.
- 8.5 Partial cancellation is not possible.
- 8.6 Postponing the Commencement Date of Care is only possible if the birth takes place later than the expected date. The Commencement Date of Care can be postponed by the number of days after delivery, with a maximum of two weeks.
- 8.7 If the Parent wishes to cancel the Contract due to medical reasons, the Parties will consult with each other regarding this. CompaNanny advises the Parent to contact the Planning & Placement team.

Article 9 Contract change & family composition

- 9.1 The Parent can submit a request for extension, (partial) cancellation or amendment of the Contract by sending an email to info@CompaNanny.nl for the attention of the Planning & Placement Department, stating

“Change of Contract + first and last name of the Child + CompaNanny Branch”. After processing the request, this change will always be confirmed with the Parent by CompaNanny via email. The change is only approved after written confirmation by CompaNanny. If there is no spot available, the request will be placed on the waiting list.

- 9.2 In the event of a dispute between the Parent and the other parent in the sense of (ex-)partners, CompaNanny will remain out of the picture in order to provide a neutral basis for the Child.

Article 10 Termination of the Contract

- 10.1 For Daycare, the Contract for Childcare ends automatically the day before the child's 4th birthday. For After-School Care, the Contract ends automatically the day before the Child's 12th birthday. Notwithstanding the above, the Parties may agree on a shorter or longer term. In addition, the Contract ends upon written (interim) notice of termination by either Party.
- 10.2 If the Parent at the branch also wants to purchase After-School Care once the Child turns four, this will not happen automatically. Parents must register for this via an email to info@CompaNanny.nl for the attention of the Planning & Placement Department, stating “Application for After-School Care + first and last name of the Child + CompaNanny Branch”.
- 10.2 It is not possible to temporarily terminate, pause or freeze the Contract.
- 10.3 A (partial) cancellation must be made in writing by the Parent to CompaNanny via an email to info@CompaNanny.nl for the attention of the Planning & Placement Department, stating “Cancellation/Partial cancellation + first and last name of the Child + CompaNanny Branch”, with one month's notice, preferably on the 1st or 16th of the month. During the notice period, the Parent's payment obligation continues.
- 10.4 In addition to Article 6 of the General Terms and Conditions for the Childcare Sector, CompaNanny is authorised to terminate the Contract on the following (non-exhaustive) grounds:
- A If the Parent is in default in accordance with Article 20.6 of these Additional Terms and Conditions and the claim on the Parent has remained unpaid for two (or more) months after the invoice date in accordance with Article 20.7 of these Additional Terms and Conditions.
 - B If CompaNanny is no longer able to perform the Contract, whether for an extended period of time or permanently, due to circumstances beyond its control.
 - C A commercial necessity that jeopardizes the continuity of the Childcare Branch where the child is placed.
 - D If it appears that a Child who has been placed in a Childcare Centre exhibits such behaviour that the Child cannot be cared for in the manner customary at CompaNanny and/or that this poses a danger to the Child itself or to the mental and/or physical health of the other children.
 - E In the event of suspension of payment, debt restructuring or bankruptcy of the Parent.
 - F When one or both Parent(s) lose custody of the child.
 - G If the Parent exhibits behaviour that violates the Code of Conduct (see Code of Conduct for more information).
- 10.5 The Contract will be terminated with immediate effect, with the consent of both Parties, in the following cases: permanent disability of the Child (so that the childcare can no longer be used) or illness of the Child which has lasted one month prior to the date of termination and the Child has not used 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.
- 11.2 On December 24 and December 31, all branches close at 5:00 p.m.
- 11.3 CompaNanny is closed for a maximum of two designated study days for staff per year.
- 11.4 The study days will be announced at least two months before they take place.
- 11.5 The CompaNanny study days will be credited to parents who purchase childcare on the day(s) in question.
- 11.6 CompaNanny may be closed for one week per year due to renovation work.
- 11.7 The renovation days will not be credited to parents who receive care on the day(s) in question.
- 11.8 The other days on which CompaNanny is closed or closes earlier will not be financially compensated to the Parent.

Article 12 Childcare during study days and days without lessons

- 12.1 CompaNanny offers childcare on days the school is closed. This means that there is no guarantee for care on school closed days that do not fall on the agreed contract days. It is possible to request childcare by means of an extra day. Any request must be made in a timely manner.
- 12.2 CompaNanny offers Daycare on School Closed Days for children attending schools served by CompaNanny, taking into account the School Closed Days set by these schools.
- 12.3 This regulation (Art. 12 of these Additional Terms and Conditions) only applies to School Closed Days and not to timetable arrangements (such as a whole day off once a month for lower grades) or for other reasons why a school is closed (earlier) (including in the event of an education strike or a tropical timetable).

Article 13 Admission of children

- 13.1 CompaNanny admits children older than 8 weeks to its childcare, unless otherwise agreed by the Parties.
- 13.2 Parents must inform CompaNanny if their child(ren) has not been vaccinated against diphtheria, whooping cough, tetanus, poliomyelitis, mumps, measles, rubella, Hib (e.g. Meningitis, blood poisoning), Pneumococci and Meningococci C according to the rules established by the Consultation Bureau for Infants and Toddlers. If CompaNanny has not been informed by Parent of the absence of the aforementioned vaccinations, this constitutes a compelling reason for CompaNanny to terminate the Contract with Parent in accordance with Article 10.4 of these Additional Terms and Conditions.

Article 14 Providing Personal Data

- 14.1 CompaNanny collects and processes the personal data that the Parent has provided to CompaNanny. For the manner in which CompaNanny handles personal data, it refers to its privacy statement. The privacy statement can be viewed on the CompaNanny website (<https://www.compananny.com/privacy/>).
- 14.2 Prior to the contract offer, the parent must provide necessary personal data, such as name, address and email address.
- 14.3 Based on legislation and regulations surrounding the payment of childcare allowance by the Tax Authorities, CompaNanny is obliged to verify the identity of the Parent and the Child using a valid proof of identity. For this reason, the Parent must provide CompaNanny with the Citizen Service Number of the Parent and of the Child to whom the Care applies via the secure environment of the Parent Portal prior to the Start Date of the Care. If the Parent does not cooperate with this, this may have (adverse) consequences for the childcare allowance and/or the Contract.
- 14.4 Any changes to personal data must be communicated immediately via the secure environment of the Parent Portal.
- 14.5 Legislation and regulations are continuously being adapted. If an adjustment takes place that requires CompaNanny to provide additional (personal) data to the Tax Authorities and/or other government agencies, the Parent must cooperate.
- 14.6 If the previous provision (14.5 of these Additional Terms and Conditions) applies, CompaNanny will inform the Parent and request CompaNanny in writing to provide the additional (personal) data. The Parent must then provide the requested additional (personal) data to CompaNanny within 14 days.

Article 15 Childcare allowance

- 15.1 Parents are responsible for applying for childcare allowance correctly and on time to the tax authorities.
- 15.2 The parent is responsible for reporting changes regarding the Daycare correctly and in a timely manner.
- 15.3 If the parent wants to have the childcare allowance transferred directly to CompaNanny, this can be indicated via "My Allowances" or the "Childcare Allowance" app.

Article 16 Insurance and liability

- 16.1 CompaNanny takes out liability insurance for the employees and supervisors working in its childcare. In addition, CompaNanny takes out accident insurance and legal liability insurance for the children under its childcare.
- 16.2 Any liability arising from or in connection with the performance of the Contract is limited to the amount paid out in the relevant case under the liability insurance policies taken out by CompaNanny. If for any reason no payment is made under the said insurance policies, any liability is limited to a maximum amount equal to the invoice value (excluding VAT) of one year. The limitation or exclusion of liability referred to in this article does not apply to the extent that the damage is the result of a deliberately reckless or intentional shortcoming on the part of CompaNanny.
- 16.3 CompaNanny arranges external activities. Parents can give permission for external activities via the parent portal. CompaNanny will take all (safety) measures that can reasonably be expected of it during external activities – including transport. To the extent that CompaNanny has acted culpably and is liable for this, the previous provision (Art. 16.2 of these Additional Terms).
- 16.4 CompaNanny is not liable for damage to, loss, theft or mix-up or loss of property of a Child or Parent.
- 16.5 Under the law, a parent is liable for damage – in the broadest sense – caused by a Child to the property of another person, including CompaNanny. It is the Parent's responsibility to take out third-party liability insurance for this purpose and to cooperate in any claims' settlement process. CompaNanny may request cooperation from the Parent, if any, if the Parent fails to cooperate in the claim settlement. If the Parent still does not cooperate in the claims' settlement after two (or more) requests, CompaNanny is entitled to pass on the Parent's personal data to the person who has suffered damage.

Article 17 Transportation to/from After-school Care

- 17.1 CompaNanny only arranges transportation to/from After-School Care for Children at schools with which CompaNanny has made agreements. The parent is responsible (organisation and costs) for transportation

to/from the CompaNanny location if his/her Child goes to a school with which CompaNanny no longer has transportation arrangements.

- 17.2 Parent is responsible (organisation and costs) for transportation to/from the CompaNanny location for care during a holiday period.
- 17.3 If CompaNanny has transportation agreements with a school, but the distance between the school and the CompaNanny location is not possible on foot or by bicycle, the CompaNanny location will organise motorised transportation.
- 17.4 If motorised transport is required in accordance with the previous provision (17.3 of these Additional Terms and Conditions), CompaNanny reserves the right to charge the costs to the Parent. These costs are not eligible for childcare allowance within the meaning of the Childcare Act.

Article 18 Costs for early delivery and collection outside contract times

- 18.1 The Parent will drop off the Child at the start time in accordance with the Contract and will pick up the Child no later than before closing time of the CompaNanny location, unless the Parties have agreed on a different end time and confirmed it in the Contract.
- 18.2 If the Parent does not pick up the Child himself/herself, but has a third party (a designated adult) pick him/her up, CompaNanny must be informed in advance in writing by the Parent via the parent portal.
- 18.3 If a Child is dropped off too early or collected too late, CompaNanny will run the risk of not having enough staff present relative to the children present. CompaNanny is obliged to take into account the so-called "professional-child ratio". If CompaNanny does not adhere to the professional-child ratio, the GGD can impose a fine. CompaNanny can therefore not offer Care outside opening hours. If the Parent drops off the Child early or picks up late, CompaNanny is entitled to charge the Parent costs per event (early drop-off or late pick up).

Article 19 Rates

- 19.1 The prices for Care stated in the Contract may be adjusted once per calendar year, including an increase. When adjusting its rates, CompaNanny makes a distinction between indexation based on the Consumer Price Index (CPI) and an additional surcharge to cover costs above inflation. This is explained below.
- *Indexation based on the Consumer Price Index (CPI):* The rates for childcare are adjusted annually based on the Consumer Price Index for all households 2015=100 (CPI), as published by Statistics Netherlands (CBS). This takes into account the CPI of four months before the adjustment date and the CPI of sixteen months before that date. The rate will be adjusted by the percentage resulting from this comparison. The indexation of the rate based on the CPI is intended to correct for inflation.
 - *Annual increment:* In addition to and concurrent with the indexation as referred to in Article 19.1.a of these Additional Terms and Conditions, an annual surcharge may be applied. This surcharge is intended to correct for above-inflationary increases in costs as described in Appendix 3 of the Industry Conditions, which belongs to Article 11 of the Industry Conditions. Appendix 3 contains the grounds on the basis of which CompaNanny can increase the rate. An additional surcharge on top of the indexation based on the CPI is necessary in the childcare sector, because a large part of the cost increases are the result of an increase in personnel costs that arise from, among other things, the collective labour agreement for childcare. These increases are generally significantly higher than the CPI and CompaNanny is obliged to follow the collective labour agreement, given its standard nature. CompaNanny must be able to pass this on in the rates to ensure that it remains a healthy company and can continue to offer Childcare. In addition, CompaNanny may face other costs that are not included in the CPI, which is a national average.
- 19.2 Each CompaNanny branch has its own rate, service and product range.
- 19.3 The applicable rate at the time of conclusion will be included in the offer and contract.
- 19.4 Unused care days will not be financially compensated.

Article 20 Payment / late payment

- 20.1 The amounts owed by the Parent are collected by CompaNanny in monthly instalments using advance payment on the collection date indicated on the invoice unless otherwise indicated or agreed.
- 20.2 All other (additional) services and products will be invoiced and collected afterwards.
- 20.3 Using a SEPA Direct Debit authorisation, the parent gives permission to pay the amount due for childcare and/or (additional) services and products (Art. 20.1 and 20.2 of these Additional Terms and Conditions) from the Parent's account. If no permission is given for a continuous SEPA authorisation, CompaNanny reserves the right to charge administration costs per (digital) invoice.

- 20.4 If the Parent changes the Contract or terminates the Contract and more childcare hours have been used than the Parent is entitled to under the Contract, CompaNanny will invoice the hours afterwards.
- 20.5 If the Parent changes the Contract or terminates the Contract and fewer childcare hours have been used than the Parent is entitled to under the Contract, no refund will be made in cash or in care for childcare hours already paid for.
- 20.6 If the Parent has not made the payment on the collection date, CompaNanny will send a written payment reminder to the Parent after this payment date. CompaNanny will allow the Parent to pay within fifteen (15) days of receipt of this payment reminder. Furthermore, in subsequent payment reminders, CompaNanny will warn the Parent of any consequences of late payment, such as extrajudicial collection costs, statutory interest and possible termination of the Contract.
- 20.7 If the Parent fails to pay within the 15-day period as stated in the previous provision (Article 20.6 of these Additional Terms and Conditions), CompaNanny will send the Parent a notice of default with a request to make payment and a warning that the Contract may be terminated by CompaNanny if payment is not made.
- 20.8 Statutory interest will be charged from the moment the Parent is in default. CompaNanny reserves the right to outsource the collection of the amount due if the Parent is in default. If claim(s) remain unpaid for two (or more) months after the invoice date, CompaNanny may terminate the Contract with immediate effect.
- 20.9 The legal collection costs incurred by CompaNanny in connection with outsourcing its claim will be recovered from the Parent.
- 20.10 CompaNanny does not pay interest on prepaid amounts.

Article 21 Disputes

- 21.1 Disputes between the Parent and CompaNanny about the conclusion or implementation of the Contract can be submitted by either the Parent or CompaNanny to the Disputes Committee for Childcare and Preschools, Bordewijklaan 46, PO Box 90 600, 2509 LP The Hague, (www.degeschillencommissie.nl).
- 21.2 A dispute will only be dealt with by the Disputes Committee if the Parent has first submitted their complaint to CompaNanny.
- 21.3 If the Parent's complaint does not lead to a solution, the dispute must be submitted to the Disputes Committee in writing or in another form to be determined by the Disputes Committee within twelve months of the date on which the Parent submitted the complaint to CompaNanny.
- 21.4 When a Parent submits a dispute to the Disputes Committee, CompaNanny is bound by this decision. If CompaNanny wishes to submit a dispute to the Disputes Committee, it must ask the Parent In Writing to state within five (5) weeks whether the Parent agrees to this. CompaNanny must declare that after the aforementioned period has expired, it will consider itself free to bring the dispute before the court.
- 21.5 The Disputes Committee shall render its decision in accordance with the provisions of the regulations applicable to it. The Disputes Committee regulations are available via www.degeschillencommissie.nl and will be sent upon request. A fee is due for the handling of a dispute. The decisions of the Disputes Committee are made by way of binding advice within the meaning of Article 7:900 of the Civil Code.
- 21.6 The court in Amsterdam or the Disputes Committee mentioned above are authorised to hear disputes. If, under the law, another court has jurisdiction to settle the dispute, the Parent will be granted a period of one month to choose the legally competent court. The aforementioned term commences at the moment that CompaNanny invokes the choice of forum included in this provision.

Article 22 Force majeure

- 22.1 In the context of the performance of the Contract, CompaNanny will in any case, but not exclusively, be considered to be in a situation of force majeure if the following situations (non-exhaustive) occur: all circumstances as a result of which the performance of the Contract is prevented, whether or not temporarily, and which are beyond the control of CompaNanny, and including in any case, but not exclusively, pandemic, corona/COVID-19, traffic jams, transport strikes, serious traffic delays, disruptions in CompaNanny's computer network, accidents, severe weather (code red), natural disasters, war, explosions, higher than average absenteeism due to illness among CompaNanny staff and fire.
- 22.2 In the event of a (weather) code red, each branch may decide to close earlier or not to open at all in order to ensure the safety of children and employees, among other things.
- 22.3 In the event of closure due to force majeure or (weather) code red, CompaNanny is not obliged to provide a refund in cash or in Care (hours) and CompaNanny is not liable for any damage suffered by the Parent.

Article 23 House rules

- 23.1 Parents are required to adhere to the house rules and code of conduct (which are part of the Contract and available to view in the parent portal). CompaNanny is entitled to change the house rules and the code of conduct at any time. CompaNanny will inform the Parent when changing the house rules and code of conduct.
- 23.2 If either the Parent or the Child continues to violate these house rules, despite written warning, CompaNanny reserves the right to refuse Childcare until a solution has been reached between the Parties. In this case, the Parent's payment obligation under the Contract continues.

