

# GENERAL TERMS AND CONDITIONS WISKIDS DAY CARE CENTRE

**Parents/guardians:** those who pay for their child or children to stay at Wiskids Day Care Centre, hereinafter called: Wiskids.

**Wiskids (day care centre):** natural person or legal person whom comes to an agreement with the parents/guardians which concerns the offering of child care service in a day care centre.

## Article 1 - Aptness of these general terms and conditions

1.1. These general terms and conditions apply to all offers, agreements and the realization of these concerning the service of Wiskids which is stated in article 2 of these Terms and Conditions.

1.2. The agreement of child care is made between Wiskids and the parents/guardians.

1.3. With the exception of making the agreement for child care as meant in subsection 2, both parties are able to assign rights and obligations resulting from this agreement to a third party. In this last case consent from both parties is required.

1.4. In contravention to subsection 3 of this article, Wiskids does not need permission to call in a third party to collect payments and the parents/guardians do not need permission to call in a third party to make the payments.

## Article 2 - Service by Wiskids

2.1. Wiskids executes the following services in the day care centre:

- Child care for children aged between six weeks and four years,
- Child care at Wiskids takes place at least two whole days per week.

## Article 3 - Opening hours

3.1. Wiskids is open Monday till Friday between 07.30 and 18.30.

You can choose for an agreement with fixed times at the current price rates:

1. 08.00-18.00 hours
2. 07.30-18.00 hours
3. 08.00-18.30 hours
4. 07.30-18.30 hours

3.2. Wiskids is closed on the acknowledged national holidays, Good Friday, the Friday after Ascension and between Christmas and New Years. The day care centre closes on 5th December at 17.00 and on 24th December at 16.00.

3.3. Once a year, we organize a day to extend our professionalism, to gain inspiration and to do workshops in order to maintain the quality of Wiskids.

## Article 4 - Admittance of children

4.1. The parents/guardians agree to the pedagogical policy plan of Wiskids. It is possible to read and download the pedagogical policy plan and other documents on and from the website.

## Article 5 - Caring for and nourishment of the children

5.1. The children are placed in vertical groups with other children aged between 0-4 years.

5.2. Child care at Wiskids takes place according to the daily programme, which has been written down in the pedagogical policy plan/plan of action.

5.3. The care for and the nourishment of the children whom are looked after at Wiskids, is carried out according to the Food Pyramid for children. In case parents/guardians wish to deviate from the standard meal which is offered by Wiskids, parents/guardians need to provide a meal replacement.

5.4. In the Netherlands, children are not legally obliged to take part in the Dutch National Immunisation Programme. In the case of infectious diseases, Wiskids follows the advice of the National Institute for Public Health and the Environment and/or GGD (Community Health Service) and these advices are followed as much as possible.

5.5. If a child shows developmental disorders, Wiskids will bring in an external professional after consulting the parents/guardians. Only in the case of (a suspicion of) serious abuse of a child Wiskids will operate according to the steps of the mandatory code for reporting child abuse and domestic violence.

5.6. When parents/guardians bring their children to the day care centre, they are responsible for his or her child till the moment both parties may reasonably assume that the exchange of responsibility has indeed taken place. Subsequently, Wiskids is responsible for the child till the moment that yet again both parties may reasonably assume that the exchange of responsibility has indeed taken place.

5.7. Wiskids is allowed to point out the judicial consequences to the parents/guardians for consistently not bringing in or picking up his or her child on time. This is an example of failure to comply with the agreement.

#### **Article 6 - Registration and placement**

6.1. All registrations for child care need to be made with the registration form of Wiskids which is on the website. When you register your child, you need to transfer a one-off registration fee of €10.00 to the Rabobank account IBAN: NL11RABO03582.76.632. Parents/guardians who place a reservation for their second/third child pay €20.00.

6.2. The parents'/guardians' registration for a place at our day care centre is placed on a waiting list or an offer is made to the parents/guardians for a place at our day care centre.

6.3. The parents/guardians need to let Wiskids know if they accept this offer within the reasonable term set by Wiskids.

6.4. The offer points out the aptness of the General Terms and Conditions and a copy will be given with the offer.

6.5. The offer is dated, if the term to respond has expired the offer needs to be considered as expired.

6.6. The intake of a child takes place at the first day or sixteenth day of the month.

#### **Article 7 - Payment**

7.1. The parents/guardians are responsible for timely payment to Wiskids.

7.2. Payment of day care takes place in advance by direct debit on the 25th of the month before the month in which the day care takes place. This happens by filling in a standing order and needs to be at the disposal of Wiskids before the starting date.

7.3. If a direct debit is refused or reversed the parents/guardians will have to take care of the payment themselves. If a direct debit is refused or reversed Wiskids has the right to charge €10.00 administrative costs.

7.4. Wiskids has the right to charge statutory interest, without announcement, over the payment which has not been made on time until the day of receiving the money owed.

7.5. The parents/guardians are in default after the expiring of the date of payment. Wiskids will contact the parents/guardians by phone and will warn them that if the payment is still not received the agreement could be terminated immediately.

7.6. Additional child care on top of the agreed care and fines will be charged the following month and will be collected alongside the monthly payment.

7.7. Payment continues during holidays or illness.

## **Article 8 - Prices**

8.1. The yearly rate is charged monthly in fixed amounts, independent of the actual number of days the child is brought for day care that month.

8.2. You can ask for the price list for day care at the manager or other staff members of Wiskids.

8.3. Price changes are announced by Wiskids in time with a term which is at least equal to the agreed term of notice.

8.4. If placement at the day care falls in the middle of a month the fee will be charged pro rata. Payment will take place according to article 7.2 of these Terms and Conditions.

8.5. If children are picked up late we are forced to charge a fine. These costs are €15.00 per half an hour. These costs change at the yearly price increases of the monthly fee of Wiskids.

## **Article 9 - Mutations in the agreement**

9.1. If parents/guardians wish to change the number of days of child care or any other changes, they need to be notified in writing at Wiskids a month before the date on which they wish the change is to be made.

## **Article 10 - Termination of the agreement**

10.1. The agreement is terminated by (interim) notice of one of the parties. Notice needs to be made in writing and in compliance with term of notice of a month. If a child is ill, in such a way that it is not possible (any more) for Wiskids to care for the child in its usual manner, then Wiskids has the right to deny the child in question access immediately.

10.2. After consultation with Wiskids it is possible for parents/guardians to deviate from the term of notice mentioned in previous paragraph due to illness of their child or in case of moving house. If requested by Wiskids, parents/guardians need to prove this as the occasion arises. In case of illness, Wiskids has the right to fill the place of the child in question immediately. As soon as a place becomes available after the recovery of the child, this place will be put to their disposal.

10.3. If a place is annulled by the parents/guardians they are forced to pay **a monthly fee of annulment costs**, from the moment of signing the agreement to the commencement date of the agreement, even if they do not want to place their child at our day care any more and/or if they cancel in advance. And there will be no refund of the registration fee. If parents/guardians give up a place offered by Wiskids or if it is not possible to place a child up for day care, there will be no refund of the registration fee.

10.4. If Wiskids observes that a child placed at Wiskids shows any particular behaviour, at least if the mental or physical state is such that it is not possible for Wiskids to care for the child in question in the Wiskids' usual manner and/or if this may endanger the other children, Wiskids has the right to deny the child in question access (immediately). The parents/guardians will be notified of the reasons.

10.5. Wiskids has the right to immediately terminate the agreement with parents/guardians who have not paid for two months by registered letter or personal notification with confirmation receipt. The chance will be given to parents/guardians to undo the termination by direct payment.

10.6. The agreement for child care ends when the child reaches the age of four years old or by some other means which the parents/guardians and Wiskids have agreed on.

10.7. The agreement for child care ends legally when a child dies.

## **Article 11 - Liability**

11.1. Wiskids is only liable for the damage caused to the health or goods of children whom are cared for at Wiskids, as a result of gross negligence on the behalf of Wiskids and to the extend the insurance company of Wiskids is willing to pay as compensation in this particular case.

11.2. Wiskids is never liable for consequential loss of any kind or caused by anyone and for damage that Wiskids according to the usual standards of the child care branch in all fairness could not insure when the agreement was made.

11.3. The compensation, to be paid by Wiskids, will never be more than the amount which the insurance taken out by Wiskids gives claim to including any policy excess of Wiskids.

11.4. Wiskids is not liable for any damage, in this case circumstances beyond one's control, by which is meant when a third party remains wholly or partly in default from whom we receive goods and/or services, restrictive government measures of any kind, mobilization, strikes, sit-down strikes, illness of staff, interruptions of work, fire etc., which Wiskids in all fairness could not foresee and has no influence on.

## **Article 12 - Remaining terms and conditions**

12.1. As an exception, it is possible to deviate from the days drawn up in the agreement if:

- these days do not concern days on which the day care is closed,
- these days do not concern days on which the child or parents/guardians were ill or on holiday,
- the number of children on the group allows it.

12.2. As parents/guardians, you are obliged to be insured for medical costs if you place your child at our day care.

12.3. In accordance with the privacy legislation, Wiskids will handle the received information with care and will not pass information on to others, safe any exceptions laid down by legislation.

12.4. Staff members at Wiskids are in possession of a certificate regarding moral conduct, given to them in accordance with the legislation Judicial Data.

## **Article 13 - Final articles**

13.1. Dutch law applies to all agreements.

13.2. If any disagreements occur as a result of the agreement made with our day care or as a result of more specific agreements concerning this agreement, both parties will strive for a solution according to the spirit of the agreement and these Terms and Conditions.

These Terms and Conditions apply to the agreement made between you and day care centre Wiskids. The most recent Terms and Conditions are in effect.

November 2015