


# General Terms and Conditions of BSO BOON

version 1.1 May 2019



**BUITENSCHOOSE OPVANG EN ONDERSTEUNING NEDERLAND**  
[NETHERLANDS OUT-OF-SCHOOL CHILDCARE AND SUPPORT]



## Article 1: Scope

The General Terms and Conditions apply to the creation and performance of the agreement concluded between the contracting party and BSO BOON for the Out-of-School childcare provided by BSO BOON. They form an integral part of the aforementioned agreement.

## Article 2: Amendment and/or Termination of the agreement

- 2.1 Both parties can terminate this agreement with due observance of a notice period of two calendar months. Notice of termination can only be given in writing (including electronically) at the end of the month, by means of the official cancellation notice form that can be downloaded via the website of BSO BOON. If notice is given during the month, the notice will only become effective at the end of the month in which notice is given and the agreement will be terminated two months later.
- 2.2 BSO BOON is NOT affiliated with the Childcare Trade Association [Brancheorganisatie Kinderopvang] and is therefore not bound by the conditions agreed between the participating parties, such as the Van Dam Act regarding tacit renewal of subscriptions and contracts.
- 2.3 If the contracting party cancels the out-of-school care for the child prior to the commencement date, cancellation costs are due that are equal to the placement duration of one month and are immediately due and payable after receipt of the cancellation.
- 2.4 If and insofar as the contracting party wishes to reduce the number of agreed days or part-days, this is possible insofar as BSO BOON has received the request for that purpose in due time, before the end of the month. The term for changing the agreed part-days is one calendar month ("processing time"), so that the change enters into effect at the end of the following month. The contracting party can download and submit the official partial cancellation form via the website of BSO BOON.
- 2.5 If the contracting party wishes to increase the number of agreed days or part-days, this is possible at any moment in time. The only limitation is that the schedule must be possible within BSO BOON both technically and in terms of capacity. The contracting party can request a change by communicating this to BSO BOON in writing, by email or via the website.
- 2.6 The contracting party can at all times request to permanently change the agreed childcare days if the number of agreed childcare days remains the same. The only restriction is that this schedule must be possible within BSO BOON both technically and in terms of capacity. This change can enter into effect at any moment in time. The contracting party can request a change by communicating this to BSO BOON in writing, by email or via the website.
- 2.7 BSO BOON is only authorised to terminate the agreement if there is a compelling reason to do so. Compelling reasons in any case include:
  - A The situation in which the contracting party fails to pay for one month.
  - B The situation described in Article 9.
  - C The situation in which BSO BOON is permanently unable to perform the agreement or unable to perform it for a long period of time due to a reason that cannot be attributed to BSO BOON.
  - D An economic necessity that jeopardizes the continuity of the location where the child is placed.


## Article 3: Accessibility

BSO BOON is open to children from 4 up to and including 13 years of age, who are registered in primary education.

## Article 4: Opening hours and Closed days

- 4.1 The opening hours of BSO BOON are:

Monday:	end of regular school hours - 6.30 p.m	Thursday:	end of regular school hours - 6.30 p.m.
Tuesday:	end of regular school hours - 6.30 p.m	Friday:	end of regular school hours - 6.30 p.m.
Wednesday:	end of regular school hours - 6.30 p.m		
- 4.2 BSO BOON is open on all working days, with the exception of Saturdays and Sundays. BSO BOON is closed on Christmas Day and Boxing Day, the week between Christmas and New Year's Eve (27 December up to and including 31 December), New Year's Day, Easter and Easter Monday, Ascension Day, Whit Sunday and Whit Monday, King's Day and Liberation Day (if this is a national holiday). BSO BOON closes at 5.00 p.m. on 5 December. BSO BOON closes at 3.30 p.m. on Christmas Eve, 24 December. If 2 January is on a Friday, BSO BOON is closed on that day.

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- 4.3 If the contracting party picks up the child after closing time (6.30 p.m.), a surcharge of €25 is charged. The monthly charge will be increased by this amount. If and insofar as this takes place more often, despite a repeated warning from BSO BOON, BSO BOON is entitled to terminate the agreement with immediate effect.
  - 4.4 The opening hours of BSO BOON during school holidays are from Monday to Friday, from 8.00 a.m. to 6.30 p.m. Children must be brought in between 8.00 a.m. and 9.30 a.m., in connection with the programme. If the contracting party wishes to bring in his/her child at another time, this must be reported to BSO BOON's location manager at least 24 hours in advance. It can then be considered in consultation whether the programme allows this. For safety reasons, the contracting party cannot bring in or pick up his child at another location than at BSO BOON.

#### **Article 5: Holidays**

- 5.1 During official school holidays determined by the Ministry of Education, the contracting party is entitled to childcare for the entire day during the days that have been agreed in contract.
- 5.2 The contracting party will receive the registration form approximately 6 weeks before the holiday, by Newsflash or Newsletter or by email.
- 5.3 These forms will also be posted on the information board at both locations.
- 5.4 The registration form clearly states the date by which children can be registered.
- 5.5 In case of late registration, BSO BOON cannot guarantee that the child will be admitted, despite the fact that it concerns a so-called fixed childcare day. The leader/child ratio sometimes does not allow this.
- 5.6 During official school holidays (official school holidays can be found via: <https://www.rijksoverheid.nl/onderwerpen/schoolvakanties>) the opening hours are arranged as follows.
  - during all official holidays, joint childcare is provided at our BSO BOON Escapade location;
  - BSO BOON is closed in the week between Christmas and New Year's Eve (27 December up to and including 31 December). See also point 4.2.
- 5.7 If a child is brought to BSO BOON without prior registration, the child will be refused entry at the front door and be returned to the carer/contracting party.
- 5.8 If the contracting party has forgotten to register the child in time or forgotten to register the child at all, the child can still be registered by telephone before 9 a.m. on the day itself, if there is still availability. (Tel. 020-4721300). In that case, a surcharge will be charged.
- 5.9 The programme for the holiday will be sent to the contracting party approximately 3 weeks in advance. This will also state any trips.
- 5.10 Days cannot be exchanged during the holiday when a day-out is involved.

#### **Article 6: Extra days, study days and exchange days**


- 6.1 The contracting party can at all times submit a request for an extra day at BSO BOON day on an ad-hoc basis, provided this is possible in terms of the schedule and capacity within BSO BOON. Requests must be made to BSO BOON at least 24 hours in advance. Requests can only be made in writing (and/or electronically) by means of our digital request form on our website [www.bsoboorn.nl](http://www.bsoboorn.nl).
- 6.2 The contracting party can register his/her child for study days in writing (and/or electronically) via the official study-day form which can be downloaded via BSO BOON's website. This needs to be done at least 2 weeks before the study day. If the child is not registered in time, BSO BOON cannot guarantee that the child will be placed. At least one week before the study day, the contracting party will receive an email about whether BSO BOON can provide extra childcare on that day.

BSO BOON offers extra childcare with study days on:

  - Mondays, Tuesdays, Wednesdays, Thursdays and Fridays from 8.30 a.m. if there are 5 registrations
  - Mondays, Tuesdays and Thursdays from 12 p.m. if there are 5 registrations
- 6.3 Per school year, BSO BOON provides childcare for a maximum number of study days on the fixed childcare days. A study day is any day-off that is not included in the list of national holidays for primary education drawn up by the Ministry of Education.

Study days are valid for 1 school year (August/September up to and including July).

  - 1 study day when contracting 1 day
  - 2 study days when contracting 2 days
  - 3 study days when contracting 3 days
  - 4 study days when contracting 4 days
  - 5 study days when contracting 5 days



Study days can also be used outside of the fixed childcare day. However, the contracting party must pick up his/her child before 2.30 p.m. on Monday, Tuesday and Thursday and before 12 p.m. on Wednesday and Friday.

If the school has more study days than the maximum number included in the agreement, the contracting party can purchase additional childcare.

#### 6.4 Exchange days

- 1 Exchange days can only be reserved within BSO BOON's capabilities, in other words where there is space in both the group and the transport.
- 2 The option for exchange days is a service provided by BSO BOON. No rights can be derived from this.
- 3 Exchange days can be requested in writing via the website no more than 1 week in advance as the leader/child ratio prescribed by law cannot be deviated from under any condition.

### **Article 7: Transport**

- 7.1 BSO BOON only arranges transport from schools to both of its locations on regular school days. BSO BOON uses buses and private cars to do this.
- 7.2 If school trips and/or sports days and/or other trips change the normal closing hours of the school, or if the pick-up location changes as a result, the contracting party must arrange transport from the school to BSO BOON.
- 7.3 If the child is on class duty or has to stay behind after school, the cars or buses will not be able to wait and the contracting party must arrange transport to BSO BOON. The transport is subject to the so-called 10-minute rule. The cars/buses can wait no more than 10 minutes after school has ended. If the children to be picked up by BSO BOON are not present at that time, the car/bus will leave and the contracting party designated for that purpose will receive a message stating that the child was not picked up.

### **Article 8: Payment**

- 8.1 Payment can only be made by direct debit. You should fill in an authorisation for recurrent SEPA direct debit for the direct debit collection. (see form)
- 8.2 The contracting party must pay for the child place provided under this agreement, irrespective of whether it is only used in part or not used at all.
- 8.3 BSO BOON sends out invoices by email between the 15th and the 20th of each calendar month.
- 8.4 Any questions about or objections to an invoice from BSO BOON should be reported to BSO BOON within 15 days of the invoice date. This does not suspend the payment obligation. If the aforementioned term expires, the invoice is considered to be accepted unconditionally.
- 8.5 The agreed amount can only be paid by direct debit. The amount will be collected in advance, on the 22nd of each month. The contracting party must ensure that he/she has a sufficient balance in his/her bank account.
- 8.6 The contracting party is in default if he/she fails to pay in full and on time.
- 8.7 In case of reversal of payment (failure to pay), BSO BOON will send an email message with an urgent request to transfer the payment before the first day of the month in question to IBAN NL61RABO0101381611 in the name of Sport Ondersteuning Nederland bv in Amstelveen. After written notification by email, he/she will also receive a warning that if payment is not received before the first day of the month in question, his/her child will be temporarily refused access to BSO BOON until payment has been received. This means that the child will not be picked up from school. We also notify the contracting party of our power to terminate the agreement, as referred to in point 2.7.
- 8.8 If BSO BOON has not received full payment of the invoice/invoices due before the first day of the month for which payment is due, the child will only be picked up and allowed entry after full payment of the respective invoice plus a penalty of €75.00 has been received by BSO BOON. If the contracting party defaults on payment for one month, BSO BOON will terminate the childcare agreement on the basis of compelling reasons.
- 8.9 All extrajudicial collection and other costs reasonably incurred by BSO BOON as a result of a failure by the contracting party to comply with his/her payment obligation or any other obligations arising from this agreement will be payable by the contracting party. The extrajudicial costs are 15% of the amount due, with a minimum of €75.
- 8.10 Payments made by the contracting party will first be deducted from the costs, then from the interest due and finally from the principal sum.



### **Article 9: Admission**

- 9.1 BSO BOON reserves the right to deny childcare to a child who has been placed for the period that the child needs extra care due to illness or other reasons, or if the child poses a risk to the health of other persons present at the childcare facility.
- 9.2 If a child who has been placed continues to display behaviour that poses a risk to the mental and/or physical health of the other children, or the child cannot be cared for in the customary way, after the contracting party has received a warning, BSO BOON is entitled to refuse the child access to the childcare facilities and to terminate the agreement on the basis of reasonable grounds and with due observance of a reasonable term.
- 9.3 Children must be potty trained before they can be admitted to BSO BOON. If a child has not been potty trained, the agreement will be terminated immediately, in accordance with Article 2.7.

### **Article 10: Vaccination and Healthcare**

- 10.1 BSO BOON recommends that placed children have been vaccinated in accordance with the vaccination programme recommended by Kind en Gezin [Child and Family], because it protects them against infectious diseases.
- 10.2 Vaccination against polio is required by law. A child can be vaccinated by his/her own doctor or at a Kind en Gezin baby clinic chosen by you.
- 10.3 It is important, but not obligatory, to inform BSO BOON if your child is NOT vaccinated against measles.
- 10.4 If the child has an infectious disease or disorder (for example impetigo or headlice), BSO BOON is required to refuse him/her access to the location and the contracting party will be contacted immediately to pick up the child. Please also refer to Article 9.1.

### **Article 11: Medicine**


- 11.1 BSO BOON is not able to administer medicine without a signed medicine statement of the contracting party.
- 11.2 If a doctor prescribes a medicine that must be administered during the hours of childcare, it can only be administered if the medicine is accompanied by a certificate from a doctor or pharmacist. The certificate should show the disease and/or disorder that the child has at that time.
- 11.3 It should contain the following information: - the name of the prescriber - the name of the pharmacist (if it is a certificate from a pharmacist) - the name of the child - the name of the medicine - the date of delivery - the dosage of the medicine - the manner of administration - the end date or duration of the treatment. Non-prescription medication must be accompanied by a medication card and only needs to be completed by the contracting party and have a valid signature.
- 11.4 The following medication cannot be administered in the childcare facilities: - cough syrup - medication with a dosage that has not been adjusted for age and/or weight - medication that is available only on prescription by a doctor and that does not have a doctor's prescription or pharmacist's certificate - medication that is available without a doctor's prescription and that does not have a medicine card. BSO BOON reserves the right to refuse certain medicinal products.
- 11.5 If the contracting party deems the medication to be necessary, BSO BOON will not be able to care for the child.
- 11.6 Medication that must be stored in a cool place should be placed in the refrigerator or cool box by parents before the child arrives at BSO BOON. The name of the child must be clearly shown on the medication.

### **Article 12: Confidentiality and anti-discrimination legislation**

- 12.1 BSO BOON declares that it will handle all of the contracting party's data in accordance with the Personal Data Protection Act.
- 12.2 The parties are both obliged to maintain confidentiality of all confidential information they have acquired in the context of this agreement.
- 12.3 BSO BOON declares that it will treat all parties involved in accordance with anti-discrimination legislation.

### **Article 13: Notice of absence**

- 13.1 Notice of absence must be given by telephone: 020-4721298 or by email: info@bsoboorn.nl.
- 13.2 Notice of absence must be given in time, which means no later than on the day of absence in accordance with the times shown in paragraph 13.4.
- 13.3 The following data are required for every notice of absence: a) Cancellation date b) Name of the child c) Name of the school d) Escapade or Meerkamp location

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- 13.4 Notice of absence for the childcare can be given on the relevant day, on Monday, Tuesday and Thursday up to: 12.30 p.m. and on Wednesday and Friday up to: 10.30 a.m.
- 13.5 If notice of absence is not given or not given in time, BSO BOON will charge € 10.00 per occurrence. The monthly charge will be increased by this amount.

#### **Article 14: Liability**

- 14.1 BSO BOON has taken out liability and accident insurance. BSO BOON expressly excludes any liability, under whatever name and irrespective of its cause, instituted by any person for any damage whatsoever, except if and insofar as the damage is covered by the relevant insurance and will actually be compensated by the insurer.
- 14.2 The contracting party is obliged to take out and continue to take out the customary insurance, including health-care insurance, for the child that has been placed with BSO BOON.

#### **Article 15: Force majeure**

- 15.1 Force majeure includes any unforeseeable circumstance as a result of which performance of the agreement can no longer be reasonably required from BSO BOON. Force majeure entitles BSO BOON to terminate the agreement in whole or in part and/or to suspend its performance, without any obligation to pay compensation.

#### **Article 16: Information**

- 16.1 All relevant information will be provided to the contracting party by means of email or the Newsflash/Newsletter that is sent out.
- 16.2 If information from BSO BOON ends up in the contracting party's spam filter, the contracting party cannot derive any rights from that.
- 16.3 Moreover, there is an information board at both locations. The information referred to in Article 16.1 will be placed here in due time.

#### **Article 17: Complaints procedure**

- 17.1 The contracting party can submit a complaint via BSO BOON's complaints procedure. Complaints can be submitted to the group leader or the manager of the location. It is also possible to contact the board of directors by email: [info@bsoboorn.nl](mailto:info@bsoboorn.nl).
- 17.2 The contracting party can also directly approach the parents committee at BSO BOON. This committee can be contacted via email: [oudercommissie@bsoboorn.nl](mailto:oudercommissie@bsoboorn.nl).
- 17.3 The contracting party can also submit a complaint to the Childcare Disputes Committee via [www.klachtenloketkinderopvang.nl](http://www.klachtenloketkinderopvang.nl).
- 17.4 Complaints about the performance of the agreement must be submitted in full and clearly described.

#### **Article 18: Annual statements**

- 18.1 Each year in January, BSO BOON sends an annual statement for the previous year by post to the address that the contracting party has provided to BSN BOON for tax purposes. If the contracting party wishes to receive more than one annual statement, these will be provided at € 25.00 per statement.
- 18.2 If the contracting party fails to comply with his/her financial obligations vis-à-vis BSO BOON, BSO BOON will only provide the annual statement referred to in Article 18.1 if the contracting party has complied with all his/her obligations vis-à-vis BSO BOON.

#### **Article 19: Applicable law and disputes**

- 19.1 This childcare agreement is governed by the laws of the Netherlands.
- 19.2 Disputes ensuing from this agreement will be submitted to the competent court in Amsterdam.

#### **Article 20: Social media**

- 20.1 BSO BOON uses social media, such as Facebook, YouTube, its websites, newsflash and advertisements.
- 20.2 Photographs of the children are regularly posted. If the contracting party objects to photographs of his/her child being taken, he/she can indicate this on the form for permission for visual material.



**Article 21: 2019 rates**

21.1

	<i>Hourly price</i>	<i>Hours of childcare per month</i>	<i>Childcare costs per month</i>	<i>Hours of childcare per year</i>	<i>Childcare costs per year</i>
5 days	€ 7.49	130	€ 973.70	1560	€ 11,684.40
4 days	€ 7.49	104	€ 778.96	1248	€ 9,347.52
3 days	€ 7.49	78	€ 584.22	936	€ 7,010.64
2 days	€ 7.49	52	€ 389.48	624	€ 4,673.76
1 short day	€ 7.95	26	€ 206.70	312	€ 2,480.40
1 long day	€ 7.95	36	€ 286.20	432	€ 3,434.40
Surcharge for long days on Wednesdays and Fridays	€ 7.49	10	€ 74.90	120	€ 898.80
Hourly rate when contracting 2 or more days:		€ 7.49			
Hourly rate when contracting 1 day:		€ 7.95			

21.2 BSO BOON offers a free trip each school year to the children entrusted to its care. This is an additional service provided by BSO BOON. No rights can be derived from this.

21.3 The rates (hourly rate and childcare hours) are adjusted each year in accordance with government guidelines. The contracting party is informed about this each year in November.