



General Terms and Conditions

Version 1.5 September 2024

Article 1: Applicability

- 1.1 The General Terms and Conditions apply to the conclusion and implementation of the childcare agreement concluded between the contracting party and BSO BOON with regard to the Out-of-School Care provided by BSO BOON. They form an inseparable part of the aforementioned agreement.

Article 2: The agreement

- 2.1 The agreement starts on the 1st or 15th of the month.
- 2.2 If the contracting party wishes to increase the agreed daily period(s), this is possible at any time. The only limitation is that within BSO BOON, scheduling and transport must be possible from a technical point of view and in terms of capacity. The contracting party can download the official change form via the BSO BOON website, complete it and send it by email.
- 2.3 If the contracting party wishes to increase the agreed daily period(s), taking one month's notice into account. If the agreement is canceled during the month, this will be with effect from the end of the month in which cancellation is made and will take effect one month later. In that case, the contracting party can download the official partial cancellation form ("Canceling part of the agreement") via the BSO BOON website, complete it and send it by email.
- 2.4 The contracting party can at any time request to permanently change the agreed care days if the number of the agreed care days remains unchanged. The only proviso is that within BSO BOON, scheduling is possible from a technical point of view and in terms of capacity. This change may take effect at any time. The contracting party can download the official form ("Changes to the agreement") via the BSO BOON website, complete it and send it by email.
- 2.5 Either party may terminate this agreement subject to a notice period of one calendar month. In that case, the contracting party can download the official partial cancellation form ("Canceling part of the agreement") via the BSO BOON website, complete it and send it by email. If the agreement is canceled during the month, this will be with effect from the end of the month in which cancellation is made and will take effect one month later.
- 2.6 BSO BOON is NOT affiliated with the Association for the Childcare Sector in the Netherlands and is therefore not bound by the participating parties.
- 2.7 If the contracting party cancels the out-of-school care for the child within 1 month before the commencement date, cancellation costs are due equal to the placement period of one month, immediately due and payable after receipt of the cancellation.
- 2.8 BSO BOON is only authorized to terminate the agreement on the basis of compelling reasons. The following are considered compelling reasons:
- When the contracting party has been in default of payment for a month.
 - When BSO BOON is no longer able to perform the agreement for a long time or permanently due to a cause not attributable to BSO BOON.
 - A commercial necessity that endangers the continuity of the location where the child is placed.
 - If after the contracting party has been warned, a placed child continues to exhibit behavior in such a way that this endangers the mental and/or physical health of the other children, or if the child cannot be cared for in the usual manner.

Article 2 implies that if BSO BOON is forced to terminate the agreement between BSO BOON and the participating party due to late payment, the contracting party owes BSO BOON the amount for which he/she has been found to be in default, as well as the regular one-month fine in connection with the notice period.

Article 3: Accessibility

- 3.1 BSO BOON accepts children aged 4 to 13 who are enrolled in primary education.

Article 4: Opening hours and public holidays

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 days of the week with the exception of Saturdays and Sundays.
- 4.3 If the contracting party picks up the child after 6:45 p.m., a €25 fine will be charged for the first 15 minutes. The monthly invoice will be increased by this amount. If and insofar as this occurs more often despite a repeated warning from BSO BOON, BSO BOON is entitled to terminate the agreement with immediate effect. If BSO BOON terminates the agreement on these grounds, the contracting party is obliged to pay the normal fine of one month.
- 4.4 The opening hours of BSO BOON during the school holidays are from Monday to Friday from 8:00 a.m. to 6:30 p.m. Children must be dropped off between 8:00 a.m. and 9:30 a.m. on account of the program. If the child is to be dropped off at a different time, this must be reported to the BSO BOON branch manager at least 24 hours in advance. Through consultation, it can be determined whether the program allows for this. For safety reasons, the contracting party cannot drop off or pick up his child at a location other than BSO BOON itself.

4.5 Adjusted opening hours

On December 5, BSO BOON closes at 5:00 p.m. On Christmas Eve, December 24, BSO BOON closes at 3:00 p.m. On New Year's Day, BSO BOON closes at 3:00 p.m. If January 2 falls on a Friday, BSO BOON will be closed that day.

4.6 Public holidays

New Year's Day
Easter Sunday and Easter Monday
King's Day
Liberation Day (if public holiday).
Ascension Day
Whit Sunday and Whit Monday
Christmas Day and Boxing Day

- 4.7 In years when Christmas falls on a Sunday and Monday or a Monday and Tuesday or a Tuesday and Wednesday, BOON is open the rest of the week.
- 4.8 In years when Christmas falls on a Wednesday and Thursday, BSO BOON is closed the following Friday.
- 4.9 If January 2 falls on a Friday, BSO BOON will be closed that day.

Article 5: Kids Konnect app/parent portal

- 5.1 BSO BOON uses the parent portal in combination with the Kids Konnect app. Shortly before the start date, the contracting party will receive login details to log in to the parent portal.
- 5.2 Declarations and permissions run through the parent portal. E.g. declaration of swimming certificates A and B.
- 5.3 The contracting party gives permission for the child to be photographed.
- 5.4 The contracting party can pass on important messages to the group supervisor via the messaging function in the parent portal.
- 5.5 The contracting party can arrange all matters regarding childcare in the parent portal.

Article 6: Cancellations

- 6.1 Cancellations must be made via the parent portal in the Kids Konnect app.
- 6.2 You can cancel on the day in question: Monday, Tuesday and Thursday until noon and on Wednesday and Friday until 10:00 a.m.
- 6.3 Cancellations for childcare well in advance must also be done via the parent portal in the Kids Konnect app.

Article 7: Exchange and extra days

- 7.1 The contracting party can request exchange days in the parent portal. The contracting party submits the date of absence, followed by the desired date of attendance.



- 7.2 When requesting an exchange day, the date of absence and the date of desired attendance must be within a period of two weeks.
- 7.3 The contracting party will receive a message via the parent portal whether the exchange day has been approved, rejected or has been placed on the waiting list.
- 7.4 Exchange days can be requested at least one working day in advance.
- 7.5 Exchange days can be requested up to two weeks in advance.
- 7.6 Exchange days can only be approved within the possibilities of BSO BOON, i.e., there is room both in the group (due to child/leader ratio) and in terms of transport.
- 7.7 When exchanging from a short to a long day, an additional surcharge will be due (see Article 25).
- 7.8 Exchange days are not possible during the holiday if it concerns a day with an outing.
- 7.9 The contracting party can request additional days in the parent portal. The contracting party submits the date of the desired additional day. The contracting party will receive a message via the parent portal whether the additional day has been approved, rejected or has been placed on the waiting list.
- 07:10 Additional days can only be approved within the possibilities of BSO BOON, i.e., there is room both in the group (due to child/leader ratio) and in terms of transport.
- 07:11 If an additional day is approved, costs will be charged on the monthly invoice. (see Article 25)

Article 8: Study days

- 8.1 The contracting party can request study days in the parent portal via "request day". The contracting party submits the date of the relevant study day and ticks the time 08:30 - end of school. The contracting party will receive a message via the parent portal whether the request for the study day has been approved, rejected or has been placed on the waiting list.
- 8.2 The number of study days per school year is based on the number of days the child attends daycare per week.
- 8.3 If you do not cancel your registration in time for a requested and approved study day, BSO BOON will charge the daily price. These costs will be charged on the monthly invoice.
- 8.4 BSO BOON provides a maximum number of study days, on the fixed care days on a school year basis. Study days are taken to mean: All days off from school that are not included in the national holiday overview for primary education drawn up by the ministry.
The number of study days per school year is based on the number of days a child attends daycare per week. The study days are valid for one school year.
- 8.5 two study days if taking two days per week
three study days if taking three days per week
four study days if taking four days per week
five study days if taking five days per week
Opening hours on study days are 8:30 a.m. to 6:30 p.m.
- 8.6 BSO BOON only provides childcare on study days if at least five children are registered.
- If a child is registered and does not show up, this day will be calculated as a study day. These costs will be charged on the monthly invoice.
 - Registration must be done digitally via the parent portal at least two weeks in advance.

Additional study days (if a minimum of five registrations)

- If the school has more study days than the maximum days included in the agreement, or childcare for a study day that is not on the regular care day, the contracting party can request additional care via the parent portal. These costs will be charged on the monthly invoice.
- For full day, 10 hours are charged. (8:30 a.m. - 6:30 p.m.)
- For a morning, 3.5 hours are charged (8:30 a.m. to noon).
- For an afternoon, 6.5 hours are charged (noon to 6:30 p.m.).

Article 9: Holidays



- 9.1 During the official school holidays determined by the ministry, the contracting party is entitled to full-day care for the days contractually agreed.
- 9.2 BSO BOON is open during the official school holidays (the official school holidays can be found via: <https://www.rijksoverheid.nl/onderwerpen/schoolvakanties>).
- 9.3 During official holidays, we are open from 8:00 a.m. - 6:30 p.m.
- 9.4 The holiday program will be sent to the contracting party approximately two weeks in advance via the Kids Konnect app. This also lists any outings.
- 9.5 Exchange days are not possible during the holiday if it concerns a day with an outing.
- 9.6 Cancellation: see Article 6

Article 10: Transport

- 10.1 BSO BOON provides transport from school to BOON only on regular school days. BSO BOON uses its own coaches and cars.
- 10.2 In the event of school trips and/or sports days and/or other outings that change the normal school departure times, or if the pick-up location changes as a result, transport from school to BSO BOON must be arranged by the contracting party.
- 10.3 If the child has class duty or has to stay late, the cars or coaches cannot wait and transport to BSO BOON must be arranged by the contracting party. Transport is subject to the so-called 10-minute rule. The cars/coaches can wait a maximum of 10 minutes when school is out. If the children to be picked up by BSO BOON are not present, the car/coach will leave and the designated contracting party will receive a message that the child has not been taken.

Article 11: Payment

- 11.1 Payment is made exclusively by direct debit. For direct debit, complete the SEPA direct debit mandate. (see form upon registration)
- 11.2 The contracting party is obliged to pay for the childcare place made available under this agreement, regardless of whether it is only partially used or not used at all.
- 11.3 Invoicing by BSO BOON takes place by email between the 15th and 18th of each calendar month.
- 11.4 Any questions about or objections to an invoice from BSO BOON must be communicated to BSO BOON in writing within 15 days of the invoice date, without the payment obligation being suspended. Upon expiry of the stated period, the invoice is deemed to have been accepted unconditionally.
- 11.5 Payment of the agreed amount is made exclusively by direct debit. The amount is collected in advance on the 22nd of the month. The contracting party must ensure that sufficient funds are maintained in his bank account.
- 11.6 In the absence of full and timely payment, the contracting party is in default by operation of law.
- 11.7 In the event of a reversal (non-payment), BSO BOON sends an email notification with an urgent request to transfer the payment before the 1st of the relevant month to IBAN NL61RABO0101381611 in the name of Sport Ondersteuning Nederland bv in Amstelveen. After written notification by email, the contracting party will also receive a warning that if payment is not received by the 1st of the month in question, the child will be (temporarily) denied access to BSO BOON until payment has been received. This means that the child will not be collected from school.
- 11.8 If full payment of the outstanding invoice(s) has not been received by BSO BOON before the first of the month for which payment is due, the child will only be collected and admitted again after BSO BOON has received full payment of the aforementioned invoice, increased by a fine of €75. If the contracting party is in default with regard to the payment obligation for one month, BSO BOON will terminate the childcare agreement for compelling reasons. See Article 2.9.
- 11.9 All reasonable extrajudicial (collection) costs incurred by BSO BOON as a result of the contracting party's non-compliance with its payment obligations or any other obligations arising from this agreement will be borne by the contracting party. The extrajudicial collection costs amount to at least 15% of the amount due, subject to a minimum of € 75.

Article 12: Admission



12.1 BSO BOON reserves the right to refuse a placed child for childcare for the duration of the period in which the child requires additional childcare due to illness or otherwise, or poses a health risk to other people present within the BSO.

12.2 If after the contracting party has been warned, a placed child continues to exhibit behavior in such a way that this endangers the mental and/or physical health of the other children, or if the child cannot be cared for in the usual manner, BSO BOON has the right to refuse access to childcare on reasonable grounds and with due observance of a reasonable period of time and to terminate the agreement.

Article 13: Toilet trained

13.1 Children must be toilet trained before they can be admitted to BSO BOON. If a child is not toilet trained, the agreement will be terminated with immediate effect.

Article 14: Medication

14.1 BSO BOON cannot administer medication without a signed medication declaration from the contracting party.

14.2 If a doctor prescribes a medicine that must be administered during childcare hours, this is only possible if this medicine is accompanied by a certificate from the doctor or pharmacist. The certificate refers to the illness and/or condition that a specific child experiences at a specific time.

14.3 The certificate contains the following information: - the name of the prescriber - the name of the pharmacist (if certificate from pharmacist) - the name of the child - the name of the medicine - the date of delivery - the dosage of the medicine - the method of administration - the end date or duration of the treatment. Medication available without a prescription is accompanied by a medication form that must be completed only by the contracting party and bear a valid signature.

14.4 BSO-BOON reserves the right to refuse certain medication.

14.5 If the contracting party considers the medication absolutely necessary as a result of Article 13.4, BSO BOON will not be able to accommodate the child.

14.6 Medication that must be kept cool is placed in the refrigerator by the parents before the child's arrival at BSO BOON. The child's name and dosage must be clearly written on the medication.

Article 15: Spoken language

15.1 The spoken language at BSO BOON is Dutch.

Article 16: Illness or condition

16.1 If the child has a contagious disease or condition (e.g. Impetigo, chicken pox or lice), BSO BOON is forced to refuse her/him access to the branch and the contracting party will be immediately contacted to collect the child.

16.2 Children who become ill (e.g. diarrhea, vomiting, fever) must be collected by a parent/guardian as soon as possible. This is to prevent contagion. The contracting party will be informed by BSO BOON.

Article 17: Liability

17.1 BSO BOON has taken out liability and accident insurance. BSO BOON expressly excludes any liability, however named and however arising, by anyone instituted and for any damage whatsoever, except and insofar as the damage is covered under the relevant insurance and will actually be reimbursed by the insurer.

17.2 The contracting party is obliged to take out and maintain the usual insurance policies, including health insurance, for the child placed at BSO BOON.

Article 18: Force majeure

18.1 Force majeure is taken to mean any unforeseeable circumstance as a result of which compliance with the agreement can no longer reasonably be expected from BSO BOON. Force majeure gives BSO BOON the right to dissolve the agreement in whole or in part and/or to suspend its implementation, without any obligation to pay compensation.

Article 19: Information



- 19.1 All relevant information is communicated to the contracting party through messages in the parent portal in the Kids Konnect app.
- 19.2 If the information sent by BSO BOON ends up in the spam filter of the contracting party, the contracting party cannot derive any rights from this.
- 19.3 In addition, there is an information board at the entrance of the branch.

Article 20: Parent committee

20.1 BSO BOON has a parent committee. For more information, please visit our website.

Article 21: Complaints procedure

- 21.1 The contracting party can submit a complaint via the BSO BOON complaints procedure. He can communicate the complaint to the group leader or the branch manager. It is also possible to contact management by email at info@bsoboorn.nl.
- 21.2 The contracting party can also contact the parent committee of the BSO BOON directly. They can be contacted at info@bsoboorn.nl
- 21.3 The contracting party can also refer his complaint to the Childcare Disputes Committee via www.klachtenloket-kinderopvang.nl
- 21.4 Complaints about the performance of the agreement must be submitted in full and clearly described.

Article 22: Annual statements

- 22.1 Once a year, in January, the annual statement can be downloaded in the parent portal of the Kids Konnect app.
- 22.2 Failure by the contracting party to meet his financial obligations towards BSO BOON will result in BSO BOON only providing the annual statement after the contracting party has fulfilled all his obligations towards BSO BOON.

Article 23: Applicable law and disputes

- 23.1 This childcare agreement is governed by Dutch law.
- 23.2 Disputes arising from this agreement will be submitted to the competent court in Amsterdam.

Article 24: Limited liability

- 24.1 BSO BOON is not liable for the unlawful or improper actions of a child, such as intentional harm.
- 24.2 BSO BOON is not liable for loss, theft and damage to property of the child and/or the other party or the parent/guardian.
- 24.3 BSO BOON is not liable for damage suffered by a parent/guardian or third parties as a result of closure of the location due to force majeure.
- 24.4 Force majeure includes, among other things, external causes over which the user of the general terms and conditions has no influence.
- 24.5 Force majeure also includes situations when there is a need to close a group or overall location due to, among other things, Covid 19 or other pandemics/epidemics.

Article 25: Rates as of 5/1/2024

- 25.1 Rates
- 25.2 The rates (hourly price and childcare hours) are adjusted at least annually in accordance with government guidelines. The contracting party is notified of this one month in advance.



25.3 Boon is authorized to increase prices during the year at any time in the event of extraordinary

Number of days	Hourly price	Hours per month	Costs per month	Hours per year	Costs per year
5 days	€ 10.95	130	€ 1,423.50	1560	€ 17,082.00
4 days	€ 10.95	104	€ 1,138.80	1248	€ 13,665.60
3 days	€ 10.95	78	€ 854.10	936	€ 10,249.20
2 days	€ 10.95	52	€ 569.40	624	€ 6,832.80
1 day (Wednesday or Friday)	€ 11.50	26	€ 299.00	312	€ 3,588.00
Surcharge on Wednesday/Friday long	€ 10.95	10	€ 109.50	120	€ 1,314.00

Product:	Price	Times	Hours	Hourly price
Additional day	€ 114.98	8:00 a.m. - 6:30 p.m.	10.5	€ 10.95
Extra long day (Wed/Fri)	€ 71.18	noon - 6:30 p.m.	6.5	€ 10.95
Extra short day (Mon/Tue/Thurs/Fri)	€ 43.80	2:30 p.m. - 6:20 p.m.	4	€ 10.95
Study day (Medium)	€ 65.70	8:30 a.m. - 2:30 p.m.	6	€ 10.95
Study day (Short)	€ 38.33	8:30 a.m. - noon	3.5	€ 10.95
Exchange day, short for long	€ 27.38		2.5	€ 10.95
External transport (One way)	€ 12.50			
External transport structural	€ 10.00			
Late collection (more than 15 minutes)	€ 25.00			

Hourly price	
Hourly price two days or more	€ 10.95
Hourly price one day (Wednesday or Friday)	€ 11.50

circumstances, and the contracting party will be notified in a timely manner.

Article 26: Privacy and anti-discrimination code

26.1 All data of the other party, parent/guardian, contracting party and children are processed in accordance with the General Data Protection Regulation (GDPR).

26.2 The parties are mutually obliged to maintain secrecy of all confidential information they have obtained in the context of this agreement.

26.3 BSO BOON declares that it treats all parties involved in accordance with the Anti-Discrimination Code.

Article 27: Other



27.1 BSO BOON has the right to change these terms and conditions and will notify you of any proposed change at least one month in advance.