

# Terms and Conditions of Service.

## Introduction.

Skar offers various social activities including daycare, toddler care and out-of-school care. Services are subject to the Terms and Conditions of Service.

## 1. Definitions.

- For the purposes of these Terms and Conditions of Service:

**Sector Terms and Conditions:** the latest version of the General Terms and Conditions for the Provision of Childcare, Daycare, and Out-of-school Care (Algemene voorwaarden voor Kinderopvang Dagopvang en Buitenschoolse opvang), as published at [www.skar.nl](http://www.skar.nl).

**General Regulations:** the latest version of the General Regulations (Huisreglement) as published on [www.skar.nl](http://www.skar.nl).

**Skar:** the operator, as referred to in Article 1 of the Sector Terms and Conditions under 'Ondernemer'

**Parent(s):** the parent and/or parents, as referred to in Article 1 of the Sector Terms and Conditions under 'Ouder', or guardian(s) of the child.

**Agreement:** the Agreement between Skar and the Parent(s) for a Product.

**Product:** the services that Skar provides.

- In addition, the same definitions apply as in the Sector Terms and Conditions.

## 2. Applicability.

These Terms and Conditions of Service, the General Regulations, and the Sector Terms and Conditions apply to the establishment and implementation of the Agreement (including any settling-in period).

## 3. Registration, placement, and quality.

- Registration with Skar is carried out on the basis of the digital or physical registration forms required.
- A child is placed with Skar on the basis of the placement policy.
- Parents receive an Agreement when the child is placed.
- In order to ensure quality, Skar works with an educational policy plan and protocols, where appropriate, which are available on request.

## 4. Payment terms and billing.

- Payment is made after receipt of an invoice and when advance payment is required. Parents will receive an email with a notification that the invoice is ready in the Parent Portal (see section 9). Payment must be made in euros.
- Skar generally invoices for the annual costs of the Products in twelve equal monthly instalments, unless otherwise agreed in writing. In the event of premature termination, there is no obligation for Parents to pay the difference between the actual hours of childcare actually received at the time of termination of the Agreement and the average number of hours of childcare per month on the basis of which the invoice

was issued. Conversely, Skar is not obliged to issue a refund if more hours have been invoiced than have been received in childcare at the time of termination of the Agreement.

- All invoices fall due by direct debit on or around the third day of the month to which the invoices relate. Parents will be informed by Skar of the amount and debit date at least three days before the debit.
- In the event of late payment of the amount due, Parents enter into default without any judicial intervention or notice of default being required.
- If payment is not made on time, Parents are obliged to reimburse the costs of recovery as provided for in the Standardization of Extrajudicial Recovery Costs Act (Wet normering buitengerechtelijke incassokosten). These costs amount to at least the statutory minimum recovery fee, currently €40.00.
- In case of late payment, Parents are liable towards Skar for statutory interest on the invoice amount.
- In the event of payment arrears of at least one month, Skar is entitled to terminate the Agreement immediately, without this affecting the obligation of Parents to pay for the services provided until the termination date. Any new applications or requests for changes will not be processed until the payment arrears have been cleared in full.
- In case parents choose not to use the childcare services, there is no entitlement to a refund.

## 5. Change of Products.

A change to another Product may be made after this Agreement is concluded, unless there are compelling reasons not to do so, at Skar's discretion.

## 6. Rates.

- Rates and Products as mentioned on the rates list are generally determined annually. See the Skar rates list at [www.skar.nl](http://www.skar.nl). Skar is entitled to adjust the rates at any time.
- The price per Product will be adjusted on the basis of factors including the consumer price index, changes to the collective labour agreement, and pension contributions, taxes and social security contributions.
- Notice of an adjustment to the amount per childcare place will be issued to Parents in writing one calendar month before the price increase takes effect. In the event of a proposed price increase, the Parents' Committee will be consulted in advance, where applicable.
- The Products are sold per day or part thereof, whether the service is used for the entire day or not, unless explicitly agreed otherwise by Skar and the Parents.

Additional costs will be charged for the use of additional childcare.

## 7. Force majeure.

- In case of force majeure, Skar is entitled to suspend the execution of the Agreement, in whole or in part, for the duration of the force majeure, without Skar being liable for damages.
- If the force majeure continues for two months or more, both parties are entitled to dissolve the Agreement, in whole or in part, by giving written notice, without Skar being liable for damages, even if Skar is put at an advantage as a result of the force majeure.
- Force majeure includes circumstances that prevent the full or partial performance of the Agreement and cannot be attributed to Skar or circumstances under which Skar cannot reasonably be expected to comply with the Agreement, whether those circumstances were foreseeable at the time of the conclusion of the Agreement or not. Force majeure in any event includes strikes, excessive absence of Skar employees, a temporary shortage of childcare staff, government measures, power grid failures, internet or telecommunications failures, fire, flood, general transport problems, pandemics, and the occurrence of infectious diseases among children and/or employees of a particular childcare location. If, at the time of the event of force majeure, Skar has already fulfilled or has only been able to fulfil its obligations in part, Skar is entitled to charge to Parents separately for what it has already carried out. Parents are obliged to pay what has been charged as if it were a separate Agreement.

## 8. Cancellation, dissolution, and termination.

- Skar offers a variety of Products, including daycare, toddler care, and out-of-school care. These Products are offered for whole days (eleven hours) and parts thereof (less than eleven hours).
- The Agreement may be cancelled or terminated in whole or in part by either party, subject to the Sector Terms and Conditions and these Terms and Conditions of Service. The Agreement may be cancelled or terminated only for the total number of hours agreed by the parties for the relevant day(s) in respect of a Product.
- Notice of cancellation or termination may only be given in writing.
- The Agreement may be cancelled without penalty by Parents from the date of signature of the Agreement until one month before the start date. Cancellation fees are payable in the event of cancellation after one month from the start date. These cancellation fees are equal to the amount for one month of childcare services, as agreed by the parties in the Agreement. Once the Agreement is cancelled, there is no right to receive childcare.
- Parents are entitled to one month's notice of cancellation.

- The Agreement may be cancelled on any day of the calendar month. The last day of the Agreement must always constitute an agreed day of childcare.
- The Agreement may be terminated without notice in the following cases:
  - If there is a compelling reason as referred to in Article 10(3) of the Sector Terms and Conditions. This includes, but is not limited to, if:
    1. the child for whom the Agreement is concluded dies; or
    2. the child for whom the Agreement is concluded becomes permanently disabled, such that adequate childcare is no longer reasonably possible; or
    3. there are circumstances which, in Skar's opinion, mean that it cannot reasonably be required to continue the Agreement. For example, if the Parents repeatedly fail to fulfil their obligations toward Skar in time or repeatedly breach the General Regulations, or there is a strained relationship between the Parents and Skar. In the event of termination, Skar may allow for a notice period or not, depending on the specific circumstances of the case.

## 9. Parent portal.

Skar offers Parents access to a password-protected digital filing system ('Parent Portal'), which Parents can use to view their child's files online. There is no additional charge for this service. Parents are responsible for keeping the information up-to-date and the password safe. Any changes made by Parents in the Parent Portal are binding. The Parent Portal is also used as a means of communication between Skar and Parents.

## 10. Divorce or dissolution of cohabitation agreement.

In the event of a divorce/termination of cohabitation, Parents are obliged to inform Skar without delay. Parents must then inform Skar about the custody arrangements for the child. Where necessary, arrangements will be made regarding how the childcare hours will be taken. If the existing Agreement is continued, Parents remain jointly and severally responsible for the costs of childcare during the term. If, after a divorce, only one Parent wishes to be a contracting party, the existing Agreement must be terminated and a new Agreement concluded by that Parent. That Parent will be responsible for the proper performance of the obligations arising under this Agreement from the date on which the new Agreement enters into force. Agreements may be made regarding drop-off and collection by the other Parent, as well as the provision of information to that Parent. Skar has drawn up a protocol, which sets out in more detail how a divorce/termination of cohabitation will be handled and what will be done in such a situation. The protocol (see [www.skar.nl](http://www.skar.nl)) provides guidelines to be followed by those concerned. The protocol should be used as a basis to make clear agreements between Skar and the Parents, taking into account the legal rights of all concerned.

This article also applies to Parents who are not married or have not concluded a cohabitation agreement, but stop living together permanently.

**11. Privacy and sharing data.**

Parents acknowledge that photos and/or video recordings may be taken of the children, for example during special activities. Parents acknowledge that Skar may use these photos for the benefit of the website, social media (including Facebook), brochure materials, lectures and/or seminars, etc., provided that Parents have given their consent to Skar. Skar handles the data it receives confidentially. Skar will store the data it receives in a registration system and will not share the data contained therein with third parties, except where required by law. Skar has a privacy policy, which can be found on the Skar website ([www.skar.nl](http://www.skar.nl)). The email address provided by Parents will in principle be used only for the implementation of the Agreement and for business purposes, such as sending invoices and Product and/or rate information.

Skar will send information relating to the child to the primary school, to the extent necessary for the implementation of the Agreement.

**12. Liability and insurance.**

- The total liability of Skar for an attributable shortcoming in the performance of the Agreement and/or unlawful conduct by Skar is limited to the amount paid out for the claim in question by Skar's insurer. Skar has an accident insurance policy in place.
- Skar is not liable for any indirect or consequential damage.
- Skar is not liable for any damage caused by theft of, loss of, and/or damage to property of children and Parents.
- The exclusions and limitations of liability above do not apply in the event of intent or wilful recklessness on the part of Skar.
- Parents shall indemnify Skar for all costs and damages that Skar may incur as a result of a claim for compensation which third parties and employees, including outsourced employees, make against it due to damage caused by a child during childcare. Parents are required to take out and maintain adequate liability insurance for the child during the term of the Agreement. Parents are required to provide proof of such insurance at Skar's request.

**13. Parents' Committee.**

Skar has a local Parents' Committee, where applicable. The way in which this committee is formed and how it is currently made up are stated on the Skar website ([www.skar.nl](http://www.skar.nl)).

**14. Complaints procedure.**

Skar has a complaints procedure, which can be found on the Skar website ([www.skar.nl](http://www.skar.nl)).

**15. Childcare provision location.**

Care will be provided at the same location to the furthest extent as possible. However, circumstances may occur

that prevent care from being provided at the designated location. This situation can arise in the event of foreseeable disruptions, such as prolonged illness/absence of employees, holiday periods and study days. In such case, Skar may arrange care at an alternative Skar location. If such circumstances arise, care will in principle be offered at one of the alternative sites mentioned on the website of the location ([www.skar.nl](http://www.skar.nl)). If childcare is provided at an alternative location, Skar will communicate this as soon as possible, indicating the location and, if possible, the duration for which care will be provided at this alternative location.

**16. General Regulations.**

Skar has General Regulations that form an integral part of the Agreement. In the event of any conflict between the provisions of the General Regulations and the Terms and Conditions of Service/Sector Terms and Conditions, the provisions of the Terms and Conditions of Service/Sector Terms and Conditions prevail.

**17. Disputes.**

All agreements between Skar and Parents are governed by Dutch law. Any disputes concerning the Agreement between Skar and Parents or any other agreements resulting therefrom must be submitted to the Disputes Committee or to the courts, subject to the provisions of the Sector Terms and Conditions.

**18. Amendment to these Terms and Conditions of Service.**

Skar is entitled to amend these Terms and Conditions of Service unilaterally, whether as a result of changes to laws and regulations or not. Skar will notify the Parent in writing of any amendment to these Terms and Conditions of Service at least one month before the effective date of the amendment. If the amendment to these Terms and Conditions of Service leads to a substantial change in the Agreement, the Parent is entitled to terminate the Agreement until the date of entry into force of the amendment, with termination taking effect from the date of entry into force of the amendment.

