

## Terms of delivery.

Skar offers various social services, including childcare and out-of-school care.

### Registration, placement and quality.

- Registration takes place on the basis of the prescribed (digital) forms for registration.
- Placement of a child at Skar takes place on the basis of the placement policy.
- Parents/carers receive a contract. In addition to these terms of delivery, this contract is also subject to the sectoral conditions as they apply at that time.
- In order to safeguard the quality, Skar works, where applicable, with a pedagogical policy plan and protocols, which can be inspected on request.

### Payment terms and invoicing.

- Payment takes place after receipt of an invoice and by payment in advance. Parents receive an email with a message that the invoice is available in the parent portal. Payment must be made in EURO.
- Skar invoices the annual costs of the services to be provided (also referred to as products) in principle in twelve equal monthly instalments, unless otherwise agreed in writing. In the event of early termination, the parents/carers are not obliged to make a subsequent payment for the difference between the actual number of hours of childcare received at the time of termination of the childcare agreement and the average number of hours of childcare per month on the basis of which the invoice was made. Conversely, Skar is not obliged to refund any additional invoiced hours in relation to the actual number of childcare hours received at the time of termination of the childcare agreement.
- All invoices will be collected by direct debit around the 27th of the month. The parents/carers will be informed by Skar of the amount and the collection date at least three days before the collection date.
- In the event of late payment of the amount due, the parents/carers will be in default, without judicial intervention or notice of default being required.
- If payment is not made in time, the parents/carers are obliged to reimburse the collection costs as stipulated in the Extrajudicial Collection Costs (Standards) Act. These costs amount to at least the statutory minimum amount of collection costs, which is calculated on the basis of the outstanding amount.
- If payment is not made in time the parents or carers owe Skar interest on the invoice amount in the amount of the statutory interest.
- In case of a payment arrears of at least two months, the placement can be terminated with immediate effect. New requests or mutation requests will not be dealt with until the payment arrears have been fully made up.

### Arrangements (products).

- Switching to a different arrangement mid-term is possible at any time.

### Prices.

- The prices and products as mentioned on the price list are fixed annually. For more information see the Skar price list.
- Annually the price per product will be adjusted on the basis of the Consumer Price Index, developments in the Collective Labour Agreement for Childcare and the pension contributions, taxes and social security contributions.
- The parents/carers will be informed in writing of the

adjusted amount for each child one month before the start of the price increase. In the event of a price increase, where applicable, the Parents' Committee will be asked for advice beforehand.

- The products are sold per part of a day, irrespective of whether or not the whole day part of the service is used. Additional costs will be charged for the use of extra care.

### Force majeure.

- In the event of force majeure, Skar is entitled to (partially) suspend the performance of the agreement for the duration of the force majeure, without Skar being liable for damages.
- If the situation of force majeure continues for two months, both parties are entitled to fully or partially terminate the agreement extrajudicially by means of a written statement, without Skar being liable for damages, not even if Skar should benefit from the force majeure.
- Force majeure is understood to mean, among other things, facts and circumstances that prevent the full or partial fulfilment of the agreement made with the parents/carers which cannot be attributed to Skar or circumstances as a result of which the fulfilment cannot reasonably be demanded, irrespective of whether or not these circumstances were foreseeable at the time of the conclusion of the agreement. The aforementioned facts and circumstances will include strikes, general transport problems, the occurrence of infectious diseases among the children of a certain location. If Skar, at the time of the occurrence of the force majeure, has already partially fulfilled its obligations or has only partially been able to fulfil its obligations, Skar is entitled to charge the parents/carers separately for what it has already carried out. The parents/carers are then obliged to pay what has been charged as if it were a separate agreement.

### Cancellation and giving notice.

- Skar offers various services (products), including day care, after-school care and pre-school. These products are offered both for full days (11 hours) and parts of days (less than 11 hours).
- The agreement can be cancelled or terminated in whole or in part by both parties, on the understanding that it can only be terminated for the total number of hours that the parties have agreed with regard to the product for the day(s) in question to which the cancellation/termination relates.
- A cancellation or termination must always be done in writing. For Skar, the date of receipt of the written cancellation or termination is decisive.
- From the moment the agreement is signed, it can be cancelled free of charge up to one month before the start date. For cancellations within this month, a cancellation fee is due, equal to the contractually agreed amount corresponding to one month of childcare.
- The notice must be made in writing/by email.
- A notice period of one month applies in all cases for the parents/carers. Notice of termination can be given on any day of the month.
- The contract can be terminated, without observing a notice period, in the following cases:
  1. In the event of the death of a child on whose behalf the agreement was concluded;
  2. If the child on whose behalf the agreement was concluded becomes permanently disabled and the disability is such that proper child care can no longer reasonably be

considered possible;

3. Skar may terminate the agreement if circumstances arise which, at Skar's discretion, mean that it cannot reasonably be expected to continue the agreement. This can for example, but not exclusively, be the case if the parents/carers (repeatedly) fail to fulfil their obligations towards Skar or fail to do so in time, if (repeatedly) house rules are violated, or if the relationship between the parents/carers on the one hand and Skar on the other is disturbed. In case of termination Skar has the choice whether or not to observe the notice period, which depends on the concrete circumstances of the case.

#### **Parent portal.**

Skar offers the parents/carers access to a digital file system (parent portal). This allows the parents/carers to consult their child's file online using a password. There are no additional costs associated with this service. The parents/carers themselves are responsible for keeping the information up to date and checking it, as well as for the password. Changes made by the parents/carers are binding. This parent portal is also used as a means of communication between the location and the parents/carers when it comes to sharing information and the exchange service.

#### **Divorce or termination of cohabitation contract.**

In the event of a divorce, parents/carers hereby undertake to ensure that, within a period of two months after the date of the divorce, a new agreement will have been concluded with each of them separately with regard to childcare. The parents/carers will be jointly and severally responsible for the costs of childcare after divorce. This article also applies to parents/carers who live together on a long-term basis, without being married or having entered into a cohabitation contract, and this long-term cohabitation ends.

#### **Privacy.**

The parents/carers are aware that photos and/or video recordings of the children can be made, for example during special activities. The parents/carers are aware that Skar can use of these photos, for example for a website (including Facebook), brochures, lectures and/or seminars, etc. If the parents/carers object to the use of photos and/or video recordings of their child, they must indicate this to Skar via the parent portal. Skar will then do its utmost to ensure that recordings of the child in question will not be used, or at least not clearly recognisable. Skar has a privacy policy on the basis of which it treats the data it receives in a confidential manner. It will record the data it receives in a registration system and will not make the data recorded in this system available to third parties, except in the cases provided by law. The privacy regulations can be found on the website of Skar ([www.skar.nl](http://www.skar.nl)). The email address provided by the parents/carers will in principle only be used within the framework of the performance of the agreement and for business purposes, such as the sending of invoices and product and/or rate information.

#### **Liability and insurance.**

No liability is accepted by Skar for damage suffered by parents/carers and third parties, except to the extent that the liability insurance taken out by Skar gives a claim to a payment in such a case. This liability is then limited to the amount of the payment made by the insurer. Skar has taken out accident insurance. The parents/carers indemnify Skar against all costs and damage that Skar may suffer as a result of third parties filing a claim against Skar due to a fact for which liability against the parents/carers is excluded. The parents/carers are obliged to take out liability insurance for damage caused by the child to Skar and/or its (hired) employees or to third parties, including other children at the childcare location. At the request of Skar the

parents/carers are obliged to provide proof of insurance. Skar is under no circumstances liable for damage caused by loss of or damage to property of children.

#### **Parents' committee.**

Skar has, where applicable, a (local) parent committee. The method of composition and the current composition are mentioned on the website of Skar ([www.skar.nl](http://www.skar.nl)).

#### **Complaints procedure.**

The complaints procedure can be found on the website of Skar ([www.skar.nl](http://www.skar.nl)).

#### **Disputes.**

All agreements between Skar and parents/carers are governed by Dutch law. Any disputes arising from the agreement between Skar and the parents/carers or agreements arising therefrom shall be submitted exclusively to the Court. This does not affect the right of parents/carers to have the dispute resolved in consultation with Skar by way of arbitration or a binding decision.