

## **Who we are**

We are Babilou Family the Netherlands. One of the largest childcare organizations in the Netherlands. With our colleagues and our labels we are building a better future, from a modern and sustainable vision of pedagogy and a mission with impact. Because we believe that a good start for every child contributes to a better world.

## **Childcare - our services**

Childcare is a special service. A service that is close to people and where safety and trust are essential and self-evident.

Childcare also means working together in the most important stage of a child's life. Working together with you as a parent. Especially in childcare, it is very important to agree on how we work together.

We do this in a clear and transparent way that must be understandable to everyone. This to make sure that you as a parent know where you stand and what you can expect from us, but also so that you know what is expected of you. This is included in the placement agreement we enter into and in these general terms and conditions, which form part of it.

Because we want everyone to have a good understanding of what we agree and how we work together, we briefly explain a few key agreements in this introduction.

## **What do these general terms and conditions consist of?**

These general terms and conditions consist of two parts:

- Part 1: the General Terms and Conditions for Childcare, Day Nursery and Out-of-School Care as drawn up by the Association for the Childcare Sector in the Netherlands ('Brancheorganisatie kinderopvang'). We refer to these terms and conditions hereinafter as the 'BK Terms';

and

- Part 2: the Babilou Family NL additional general terms and conditions. These are conditions that apply specifically to the services of all labels that are part of Babilou Family NL. These conditions are an addition to the BK Terms and are hereinafter referred to as the 'Babilou Family Additional Terms'.

If a provision in these general terms and conditions or in the placement agreement contradicts another provision, the provision included in the placement agreement shall prevail. Then the provision included in the BK Terms applies and lastly the provision included in the Babilou Family Additional Terms. A contradiction between provisions does not affect any other provision.

## **What does childcare cost?**

The placement agreement sets out for which days per week and for how many hours per day we offer care for your child. The cost of childcare is based on that number of hours we offer care multiplied by the hourly rate.

If parents meet the required conditions, they may be eligible to receive childcare benefit ('Kinderopvang toeslag') as a contribution towards the costs of childcare. Because this benefit is payable in 12 equal terms, the Dutch Tax Administration ('Belastingdienst') requires us to also invoice your childcare costs in equal instalments. These instalments are listed in an annex to the placement agreement.

Those invoiced costs are thus based on an average of the total care hours and costs of the total care period in one calendar year. This year starts on January 1 or any date the placement starts, up to and including December 31. We divide the total hours per year by the number of months we offer childcare. This means that each month an equal number of hours is invoiced. This does not correspond to the actual care offered in the month in question.

The invoiced terms are equal to the actual cost only if we are able to offer care for all the months until the end of the year without the agreement ending prematurely or being changed during its term.

If childcare ends or is changed before the agreed period on which the monthly instalments are based as set out in the placement agreement, a final invoice will follow where the difference will be invoiced between the costs already invoiced and the costs for the care actually offered.

As we have taken into account childcare for the initially agreed period, this can never lead to a refund of already billed charges.

We always take into account that your child can be cared for on the requested days/times. As a result costs are always due even if you may end up not making use of the offered care.

### **With whom do we cooperate?**

We are part of Babilou Family Netherlands. We provide childcare based on the agreements in these general terms and conditions and in the placement agreement. These agreements are made with you as the custodial parent or guardian (the person responsible for the child's upbringing and care). We refer to you as the responsible person as 'the contract parent'. By entering into the agreement with us, the contract parent guarantees that he/she/they is competent to do so, has authority ('gezag') over the child and any other person with authority has consented to it. If it turns out that the contract parent does not have authority, it turns out that no consent has been given by the (other) person with authority, or that consent is withdrawn and we suffer damage as a result, such damage will be borne by the contract parent.

### **Changes to these arrangements**

These general terms and conditions may be amended from time to time, for example if necessary due to changes in laws and regulations, our activities and processes or other circumstances. We will, of course, always inform you of this in good time, complying with the arrangements for changes, such as seeking the advice of the Parents' Committee if necessary. Deviations and/or additions to these general terms and conditions or other agreements are always recorded in writing and specifically agreed upon in the placement agreement (or an annex thereto). A verbal commitment by our staff is therefore only valid if it is also subsequently formally confirmed in writing by one of our authorised staff.

### **What does what mean? - definitions**

In these terms and conditions and in the Placement Agreement, some words are capitalised. Those words have the meaning given to them in the definition list included in the BK Terms and/or the Babilou Family Additional Terms.

Those words can be used in singular and plural without affecting the meaning. If there is a reference to gender in the agreements, we mean any gender identity.

## Part 1



**English translation of:  
"Algemene voorwaarden voor Kinderopvang,  
Dagopvang en  
Buitenschoolse opvang  
versie 2025"**

**English translation of "Algemene voorwaarden voor Kinderopvang, Dagopvang en Buitenschoolse opvang (versie 2025)"**  
In case of a discrepancy between the official Dutch language version and the English translation, the Dutch language version prevails. This document is copyright protected.



**General Terms and Conditions for Childcare,  
Daycare and  
Out-of-School Care**  
Version 2025

**English translation of "Algemene voorwaarden voor Kinderopvang, Dagopvang en Buitenschoolse opvang (versie 2025)"**  
*In case of a discrepancy between the official Dutch language version and the English translation, the Dutch language version prevails. This document is copyright protected.*



#### **ARTICLE 1 – Definitions**

In these Terms and Conditions, the following definitions apply:

<b>Agreement:</b>	The Childcare agreement between the Parent and the Entrepreneur.
<b>Childcare:</b>	The professional or non-gratuitous care, upbringing, and contribution to the development of children until the first day of the month in which secondary education for the children begins.
<b>Childcare Centre:</b>	A facility where Childcare takes place (excluding childminder care).
<b>Commencement Date:</b>	The date agreed upon in the Agreement on which the Childcare commences.
<b>Consumer Complaints Board:</b>	The Consumer Complaints Board for Childcare.
<b>Daycare:</b>	Childcare provided by a Childcare Centre for children up to the age at which they start primary education.
<b>Effective Date:</b>	The date on which the Agreement was entered into.
<b>Entrepreneur:</b>	A natural or legal person who operates a Childcare Centre.
<b>Out-of-School Care:</b>	Childcare provided by a Childcare Centre for children of primary school age, offering care before or after daily school hours, as well as during days or afternoons off and school holidays.
<b>Parent:</b>	The blood relative or relative by marriage in the ascending line, foster parent, or caregiver of the child to whom the Childcare relates.
<b>Parent Committee:</b>	An advisory and consultative body established by the Entrepreneur, consisting of representatives of parents whose children are cared for in the Childcare Centre.
<b>Parties:</b>	The Entrepreneur and the Parent.
<b>Written/in Writing:</b>	Written/in Writing also includes 'electronic' communication, unless the law provides otherwise.

#### **ARTICLE 2 – Applicability**

1. These General Terms and Conditions apply to the Agreement between the Entrepreneur and the Parent.

#### **ARTICLE 3 – Cancellation and withdrawal**

1. In any event, the Parent has the right to cancel the Agreement under the following conditions:
  - a. The Parent may cancel the Agreement from the Effective Date up to the Commencement Date.
  - b. If the Parent cancels less than one month before the Commencement Date, the Entrepreneur may charge cancellation fees up to a maximum of the amount the Parent owes for one month of Childcare.
  - c. If the Parent cancels more than one month before the Commencement Date, the Parent may be required to reimburse the Entrepreneur for costs already incurred by the Entrepreneur in connection with the execution of the Agreement.
2. If the Agreement has been concluded remotely (for example, via the internet or by post), the Parent has the right of withdrawal under the following conditions:
  - a. The Parent may terminate the Agreement free of charge and without providing a reason within fourteen days after the day the Agreement has been concluded. This right is referred to as the "right of withdrawal".
  - b. If the termination occurs before the Commencement Date, the Parent will receive a full refund of the fees paid. If the termination occurs after the Commencement Date and Childcare has already been provided, the Parent will receive a refund of the fees paid, reduced by the costs related to and proportional to the Childcare already provided.
  - c. The Parent can exercise the right of withdrawal by unequivocally declaring to the Entrepreneur their intention to terminate the Agreement. The Parent may use the model form provided in Annex 2 for this purpose, but its use is not mandatory.

#### **ARTICLE 4 – Placement interview**

1. The Entrepreneur invites the Parent in good time before the Commencement Date for a placement interview.
2. In this placement interview, the following will be discussed:
  - a. The specific information required for Childcare from the Parent and their child, including the necessary citizen service number(s);
  - b. The start and duration of the familiarisation period;
  - c. General or temporary points of attention and specifics regarding the particular care of the child (e.g., daily routine, nutrition, illness, medication and development);
  - d. The individual wishes of the Parent, which will be taken into account as far as reasonably possible;
  - e. The manner of communication;
  - f. Participation in trips;

- g. Taking photos and/or videos of the child;
    - h. The legal liability of the Parent for damage caused by their child;
    - i. For Out-of-School Care: The elements mentioned in Annex 1 of these General Terms and Conditions under 5, sub h.
3. The Entrepreneur confirms in Writing the agreements made during the placement interview to the Parent.

#### **ARTICLE 5 – Duration and renewal of the Agreement**

1. The Agreement is entered into for the following term based on the agreed type of Childcare:
  - a. For Daycare, until the day the child reaches the age of four years;
  - b. For Out-of-School Care, until the day the child reaches the age of twelve years.
2. Notwithstanding the provisions of paragraph 1, the Parties may agree on a shorter or longer duration.
3. After the expiration of the term of an Agreement, the Parties may extend the Agreement. An extension of the Agreement will be agreed upon in Writing. Extension does not take place tacitly.

#### **ARTICLE 6 – Termination of the Agreement**

1. The Agreement terminates by operation of law upon the expiration of the term laid down in the Agreement.
2. Additionally, the Agreement may terminate through (early) termination by one of the Parties.
3. The Parties intend for the Agreement to be terminable as follows:
  - a. The Parent is always entitled to terminate the Agreement.
  - b. The Entrepreneur is authorised to terminate the Agreement only on the basis of a valid reason. In any case, the following are considered valid reasons:
    - i. The Parent is in default regarding their payment obligation for two (or more) months of Childcare;
    - ii. Situations mentioned in Article 10, paragraph 2, sub a and b(ii), that persist for two months (or longer);
    - iii. The situation mentioned in Article 10, paragraph 2, sub b(i);
    - iv. A disruption of the (trust) relationship between the Entrepreneur and the Parent, making it unreasonable to expect the Entrepreneur to continue the Agreement in its current form;
    - v. The Entrepreneur is unable to execute the Agreement due to an unforeseen circumstance or a cause not attributable to them;
    - vi. A business economic necessity that endangers the continuity (of a Childcare Centre).
4. Termination occurs by means of a Written statement addressed to the other Party. The Entrepreneur must provide reasons for the termination. The Parent is not required to provide reasons for the termination.

5. The Entrepreneur and the Parent may terminate the Agreement with the following notice periods:
  - a. The Parent may terminate with due observance of a notice period of one month. In the case of Article 11, paragraph 8, no notice period applies to the Parent;
  - b. The Entrepreneur may terminate with due observance of a reasonable period, which is at least one month;
  - c. The Entrepreneur may terminate with immediate effect in a case as referred to in Article 6, paragraph 3, sub b(i);
  - d. The Parent may terminate with immediate effect if the Entrepreneur terminates the Agreement.
6. The notice period starts on the date the Parent or the Entrepreneur receives the notice of termination. The statement is deemed received on the date of the postmark on the envelope of the termination letter, the date of the email with which the statement was sent, or the date on which the electronic statement was sent, unless a later date is specified in the statement.
7. During the notice period, the Entrepreneur is obliged to provide Childcare, and the Parent is obliged to pay the fee for the Childcare (the price).
8. In the event of the child's death, the Agreement terminates with immediate effect.

#### **ARTICLE 7 – Mutual obligations**

1. The parties jointly ensure an adequate exchange of information about the child.
2. The parties transfer responsibility for the child to each other in the following manner:
  - a. Daycare: The Parent is responsible for the child when dropping them off and the Entrepreneur is responsible when picking them up, until the moment the parties can reasonably assume that the transfer of responsibility has actually occurred.
  - b. Out-of-School Care: The manner in which the child arrives at and leaves the Out-of-School Care determines the transfer of responsibility for the child. The parties make Written agreements regarding this transfer of responsibility.

#### **ARTICLE 8 – Obligations of the Entrepreneur**

1. The Entrepreneur is obliged under the Agreement to provide Childcare under the conditions agreed in the Agreement and in these General Terms and Conditions.
2. The Entrepreneur guarantees that:
  - a. The Childcare provided under their responsibility:
    - i. complies with the applicable laws and regulations;
    - ii. is carried out in accordance with the requirements of good workmanship and using sound materials;
  - b. A Childcare Centre under their responsibility is suitable for responsible childcare, both in terms of personnel and material provisions. A detailed arrangement of how the Entrepreneur fulfils their obligations mentioned in paragraphs 1 and 2 of this article is set out in Annex 1. This annex forms an integral part of these General Terms and Conditions.

- c. The Entrepreneur complies with applicable laws and regulations.
3. The Entrepreneur takes into account the individual wishes of the Parent as far as is reasonably possible.

#### **ARTICLE 9 – Obligations of the Parent**

1. The Parent reports any medical or developmental details about the child at the time of registration.
2. The Parent ensures that the Entrepreneur has all the information necessary to contact the Parent.
3. The Parent adheres to the rules applicable within the Childcare Centre.
4. The Parent refrains from behaviour that poses a risk or threat to the mental and/or physical health or safety of others and/or hinders or disproportionately burdens the Entrepreneur's services to (the children of) other Parents. The Parent ensures that their child also refrains from such behaviour.
5. The Parent brings and collects the child on time and ensures that others bringing or collecting the child on their behalf comply with this obligation.
6. If requested by the Parent, the Entrepreneur records in Writing the authority of individuals other than the Parents to collect the child from the Childcare Centre.
7. The Parent pays the Entrepreneur in accordance with the agreements in the Agreement and within the payment term, or is at least responsible for ensuring this.

#### **ARTICLE 10 – Accessibility**

1. The Childcare Centre where the child is placed is, in principle, accessible to the child.
2. The Entrepreneur has the right to deny the child and/or the Parent access to the Childcare Centre for the duration of any period during which normal care of the child cannot reasonably be expected from the Entrepreneur, and the child cannot be cared for in the usual manner. Examples include situations where:
  - a. The child has an additional care need due to illness or otherwise that:
    - i. the Entrepreneur is not legally permitted to provide; or
    - ii. exceeds the individual healthcare agreed upon in the Agreement (see Article 8, paragraph 1); or
    - iii. the Entrepreneur is factually unable to provide properly.
  - b. The child and/or the Parent: (i) poses a risk or threat to the mental and/or physical health or safety of others; and/or (ii) hinders or disproportionately burdens the services provided by the Entrepreneur to (the children of) other Parents. Before the Entrepreneur denies access on these grounds, they will warn the Parent unless the severity or urgency of the situation makes such a warning unreasonable.
  - c. If the (trust) relationship between the Entrepreneur and the Parent is disrupted to the extent that it is unreasonable to expect the Entrepreneur to continue the Agreement in its current form, access may also be denied.
3. In the event that the Entrepreneur denies the child and/or the Parent access to the Childcare Centre, the Entrepreneur will consult with the Parent to seek a solution for the situation that is acceptable to all Parties.

4. If the Parent disagrees with a decision to deny access based on paragraph 2 of this article, and consultation with the Entrepreneur does not resolve the matter, the Parent may submit the decision to the Consumer Complaints Board. The Parent can request that the dispute be handled using the expedited procedure as outlined in the Regulations of the Consumer Complaints Board for Childcare.
5. During the expedited procedure, the Entrepreneur may not terminate the Agreement.

#### **ARTICLE 11 - The price and the change of the price**

1. The price that the Parent must pay for the Childcare from the Commencement Date is included in the Agreement.
2. Changes to the agreed price will take place in accordance with the provisions of paragraphs 3 to 8 of this article.
3. The Entrepreneur may change (including increase) the agreed price once per calendar year. In the event of an increase of the agreed price, the first increase may not take effect earlier than three months after the Effective Date.
4. Reasons for the price change include changes in costs and other factors related to the Entrepreneur's business operations, as further specified in Annex 3.
5. The Entrepreneur notifies the Parent in Writing of the price change before the revised price takes effect. The notification will include the effective date of the new price. The effective date for the revised price must be at least 40 days after the day the price change is announced to the Parent.
6. Before proceeding with a change to the agreed price (including notifying the Parent), the Entrepreneur must (i) prepare an advisory request containing the intended price change decision along with a substantiated explanation and (ii) allow the Parent Committee (or the combined Parent Committee) to provide advice on the proposed price change decision, in accordance with Article 1.60 of the Childcare Act. As part of the advisory request and in response to any additional questions from the Parent Committee, the Entrepreneur must provide in Writing all the information that the Parent Committee reasonably needs to issue advice on the proposed price change decision. If the Entrepreneur is not legally required to establish a Parent Committee, the Entrepreneur must sufficiently demonstrably involve the Parents in another way in the proposed price change decision.
7. The Entrepreneur may only deviate from the advice referred to in paragraph 6 of this article if the Entrepreneur provides written and reasoned justification that the interest of the Childcare opposes the advice. If the Parent Committee cannot agree with the Entrepreneur's deviation from the advice, it has the option to refer the matter to the Consumer Complaints Board.
8. The Parent (also) has the right to terminate the Agreement in Writing and without further justification if a price change is announced (see Article 6, paragraph 3, sub a). If the Parent terminates the Agreement within 40 days before or 14 days after the effective date of the changed price, no notice period applies (see Article 6, paragraph 5, sub a).

#### **ARTICLE 12 - Payment/Late payment**

1. The Entrepreneur always provides a Written invoice, stating the amount to be paid by the Parent (in accordance with the Agreement) and the final payment date. The invoice is provided free of charge.
2. If a Parent makes a payment to a third party designated by the Entrepreneur, this will be considered a valid payment discharging the Parent's obligation. The Parent's designation of a third party to make payments does not absolve the Parent of their liability to ensure timely payment. Any payment made by a third party on behalf of the Parent will be deemed a valid payment that discharges the Parent's obligation.
3. If payment has not been made by the final payment date stated on the invoice, the Entrepreneur will send the Parent a Written payment reminder. In the payment reminder, the Entrepreneur will issue the Parent a notice of default and grant them 15 calendar days from receipt of the reminder to make the payment.
4. The Entrepreneur will warn the Parent about the right to terminate the Agreement based on Article 6, paragraph 3, under b sub (i). This warning must be sent to the Parent at least 14 days before the date on which the right to termination arises.

#### **ARTICLE 13 - Applicable law and competent court**

1. Dutch law applies to the Agreement.
2. The competent Dutch court is authorised to rule on disputes between the Parties in connection with the Agreement, notwithstanding the authority of the Consumer Complaints Board to take cognisance of a dispute.

#### **ARTICLE 14 - Complaints procedure**

1. Complaints about the execution of the Agreement must be submitted in Writing to the Entrepreneur. If the complaint is unclear or incomprehensible, the Parent will further clarify the complaint at the request of the Entrepreneur. The Parent must submit the complaint within a reasonable time after discovering the defect in performance or when they reasonably should have discovered it, in accordance with Article 6:89 of the Dutch Civil Code.
2. The Entrepreneur handles the complaint in accordance with their internal complaints procedure. When drafting or amending this procedure, the Parent Committee has the right to advise, in accordance with the provisions of the Childcare Act.
3. If the complaint cannot be resolved amicably, a dispute arises that is subject to the dispute resolution procedure outlined in Article 15.



#### **ARTICLE 15 – Dispute resolution and the legal complaints procedure for Childcare**

1. Disputes between the Parent and the Entrepreneur regarding the formation or execution of the Agreement can be submitted by either the Parent or the Entrepreneur to the Consumer Complaints Board for Childcare, located at Bordewijklaan 46, Postbus 90600, 2509 LP The Hague. This is to be done in accordance with the regulations applicable to the Consumer Complaints Board ([www.degeschillencommissie.nl/english](http://www.degeschillencommissie.nl/english)).

#### **ARTICLE 16 – Governance code**

1. There is a code that the Entrepreneur is affiliated with: the Governance Code for Childcare. This can be found on the website [www.kinderopvang.nl/governance](http://www.kinderopvang.nl/governance). The Parent can also request a copy of this from the Entrepreneur.

#### **ARTICLE 17 – Amendments**

Changes to these General Terms and Conditions must be agreed upon between the Entrepreneur and the Parent.

## Annex 1

Further regulation of the entrepreneur's obligations under Article 8 of the General Terms and Conditions for Childcare – Daycare and Out-of-School Care 2025.

The Entrepreneur fulfils the obligations mentioned in Article 8, paragraphs 1 and 2, by ensuring, among other things, that they have:

1. A pedagogical policy plan that describes the characteristic way of interacting with children and their parents;
2. Regulations/documents that reflect the policy regarding hygiene, safety, child abuse, medical actions, illness and privacy;
3. Regulations that govern the functioning of the Parent Committee;
4. Regulations that govern the complaints procedure;
5. An overview of or information about the following elements of childcare:
  - a. Type of care, options for flexible care and any additional services;
  - b. Information regarding the group, the ratio between group leaders and the number of children per age category, and the available space;
  - c. Information exchange, including the form and frequency, and the number of parent-teacher meetings typically held each year;
  - d. The food provided;
  - e. Opportunities for making specific arrangements regarding development, care and nutrition;
  - f. Opening hours and days, and any mandatory minimum purchase;
  - g. The times at which children are received and leave the care;
  - h. In the case of Out-of-School Care:
    - Opportunities for participating in external activities, such as sports or music;
    - Options for bridging the distance between the school and the Childcare Centre or external activities, including the mode of transport and whether supervision is provided;
    - Options for bridging the distance between the Childcare Centre and home, or external activities and home, including whether children can go home independently;
    - Care during school holidays and additional days off school.
  - i. The placement procedure;
  - j. The nature and extent of the familiarisation period;
  - k. Any regulations outlining the house rules of the Childcare Centre;
  - l. The applicable price;
  - m. The payment method and any additional costs for alternative payment methods;
  - n. The cancellation conditions, including cancellation fees;
  - o. The registration conditions, including registration fees;
  - p. The applicable notice period.

If amended laws and regulations result in additional obligations for the Entrepreneur, they will also ensure compliance with these.



## **Annex 2 – Model withdrawal form**

Only complete and return this form if you wish to terminate/withdraw the agreement.

To: [ Enter the Childcare Centre details ]

Email address: [ Enter the Childcare Centre's email address ].

I/We(\*) hereby notify you that I/we(\*) withdraw(\*) our agreement concerning the sale or provision of the following goods or services:

Ordered on(\*)/Received on(\*)

Name(s) of consumer(s)

Address(es) of consumer(s)

Signature(s) of consumer(s) [ only required if submitting this form in hard copy ]

Date

(\*) Cross out what does not apply.

### Annex 3 – Reasons for price change

The reasons for price changes vary and depend on various cost adjustments and other business-economic conditions and changes. Due to the nature of the childcare agreement, the multitude of costs associated with providing childcare, and the unique operations and organisation of each Childcare Centre, pricing and price changes are bespoke. As such, it is not feasible to determine price changes based on a predetermined formula.

Changes (such as those caused by inflation or other factors) in the following areas may influence adjustments to the agreed price.

- Labour costs:
  - Salary costs
  - Changes in the Collective Labour Agreement
  - Periodic pay raises
  - Cost changes due to inflow and outflow
  - Pension premiums
  - Social costs/absenteeism costs, etc.
  - Training for staff
  - Other personnel costs, such as hiring and travel expenses.
- Accommodation costs:
  - Costs related to the rental of premises.
  - Costs of owned properties, including financing charges and taxes
  - Maintenance costs (indoor and outdoor spaces)
  - Energy costs (gas, water, electricity)
  - Maintenance and replacement of inventory
- Other organisational costs/factors:
  - Costs for personal care products, nappies, etc.
  - Nutrition
  - Materials and activities
  - Transport costs for out of school care (e.g. picking children up from school)
  - Office and administration costs
  - Software and IT
  - Website, parent portal and promotion
  - Procurement of external knowledge and expertise
  - Depreciation
  - Interest charges
  - Taxes
  - Expiring contracts and/or expiring financing facilities
  - Adjustments in the product range of the Childcare Centre
- Income/assets
  - Financial results from previous years
  - The financial position of the Childcare Centre
  - Occupancy rate and revenue development



- Possible subsidies from the municipality or government
- Other income (e.g. a Parent's personal contribution)
- Changes in laws and regulations that increase costs.

## Which means what?

In addition to the definitions set out in the BK Terms, the terms set out below that are capitalised in these Babilou Family Additional Terms shall have the meanings set out below.

Start date:	the first day of the Reception;
Babilou Family NL or the Entrepreneur:	any company that belongs to the group (as referred to in Article 2:24b of the Dutch Civil Code) of which Babilou Family Netherlands B.V. is the head. Babilou Family Netherlands B.V. has its registered office in Amsterdam and has its registered office at Iepenhoeve 9 (3438 MR) Nieuwegein in the trade register of the Chamber of Commerce under number 78050413;
BW	the Civil Code;
Contractouder:	the Parent who signs the Placement Agreement – also on behalf of the other Parent;
Tax overview:	the overview of the average costs for Childcare as explained in Article 3.5 and 3.6 of these Babilou Family NL Additional Terms;
Authority:	custody of the Child as described in Article 1:245 of the Dutch Civil Code;
Child:	the child for whom Childcare is provided;
Childcare allowance:	a contribution from the government towards the costs of shelter;
Costs:	are the costs for the Childcare that consist of the Hourly Price multiplied by the Childcare hours offered;
Location:	the location where the Child Care is provided;
Reception:	means the Out-of-School Care and/or Day Care offered;
Parent portal:	means the (online) portal and to which the Parent is (directly or indirectly) given access and other digital means that Babilou Family NL uses, for example for information and/or communication with the Contracting Parent;
Placement Agreement:	means the agreement between Babilou Family NL and the Contract Parent in which the agreements about the Childcare are included;
Hourly price:	means the price per hour that Childcare is offered.

### 1. The placement agreement

- 1.1 For each Child, the Contract Parent concludes a Placement Agreement with Babilou Family NL which - in addition to the information mentioned in Article 5.2 of the BK Terms and Conditions - in any case includes:
- the days and times on which the Reception is provided
  - the hourly rate charged for the Childcare
  - the Tax Statement
- 1.2 The Contract Holder warrants and warrants that he/she/they:
- Has Authority over the Child
  - that any other person with Authority has consented to (entering into) the Placement Agreement and/or any amendment thereto or addition thereto and that the Contract Parent also represents such other person; and

- that when entering into the Placement Agreement and agreeing to changes thereto or additions thereto, the Contract Parent also acts on behalf of that other person with Custody.

- 1.3 If one or more of the warranties mentioned in the previous article of these Babilou Family Additional Terms is incorrect or later turns out to be incorrect, Babilou Family may cancel/dissolve the Placement Agreement or the amendment thereto or addition thereto. Babilou Family NL may suffer damage as a result, for example because the Shelter has been taken into account. Babilou Family NL may charge the Contract Parent for such damage and will at least amount to the Costs for the duration of the notice period.
- 1.4 A Parent may not terminate, terminate or annul the Placement Agreement on the basis that he/she/they have not agreed to the Placement Agreement to which the other (Contract) Parent has agreed (or any amendment thereto or addition thereto).
- 1.5 If Babilou Family NL offers an exchange or credit scheme for Childcare Days (for example in the context of an adjustment period or occasional absence), this scheme is exclusively a service offered by Babilou Family NL. Babilou Family NL will make every effort to grant requests under such a scheme but can never guarantee this. No rights can be derived from such an arrangement as well as from previously accepted requests.
- 1.6 If the Placement Agreement is concluded at a distance, the Contractual Parent has the right to withdraw from this agreement within 14 days of its conclusion without giving reasons, in accordance with the right of withdrawal and the procedure as included in the Placement Agreement and the Withdrawal and Cancellation Policy.

## **2. The Location**

- 2.1 Babilou Family UK may change the opening hours of the Location if necessary or necessary. This may be the case, for example, if the occupancy changes, the availability of staff changes or due to a change in the accessibility of the Location.
- 2.2 Each Parent shall comply with the rules applicable at the Location and behave respectfully and decently in accordance with the rules of conduct applicable within Babilou Family NL and always follow the requests and instructions of Babilou Family NL employees.
- 2.3 Babilou Family NL can change the Location if the Location can no longer meet the safety standards set by Babilou Family NL or if there are economic reasons for a change. This is the case, for example, if too few children have been registered at the Location, the Location is/will be too small for the registered children, there is insufficient staff available, and/or the Location does not (or no longer) meet the requirements set by Babilou Family NL and/or laws and regulations. In this case, Babilou Family NL will make every effort to offer a reasonable alternative Location. If that reasonable alternative cannot be offered, the cause of the change is not attributable to Babilou Family NL and/or there is a chance that the Location will have to close in its entirety in the event of unchanged continuation, both Parties are entitled to terminate the Placement Agreement and therefore the Childcare as of the date that the original Location is no longer available.
- 2.4 The Location is closed and therefore no Childcare will be offered on study days for employees on which they will develop into a better professional. These study days take place a maximum of twice a year and the Contract Parent will be informed of this in good time in advance.
- 2.5 Babilou Family NL can apply a minimum purchase of Childcare Days per week per Location, group or product. If a minimum purchase applies, this will be made known to the Contract Holder prior to the conclusion of the Placement Agreement.

## **3. Costs and invoicing**

- 3.1 The Costs are equal to the Childcare hours multiplied by the Hourly Price.
- 3.2 The Hourly Price may differ per Location, type of care, product, care day or availability at a Location (for example, in the case of Care on off-peak or peak days, a (temporary) introduction discount for a new location or discount on specific days).
- 3.3 The Costs are also due if the Shelter is not used.
- 3.4 Invoices for the Costs are made available digitally via the Parent Portal.
- 3.5 The Costs are invoiced monthly in equal instalments for the benefit of the Childcare Allowance, as further explained in the Tax Overview that is part of the Placement Agreement.
- 3.6 The Tax Overview is only offered for the purpose of the Childcare Allowance and is based on the assumption that the Placement Agreement lasts at least as long as agreed. The Tax Statement does not necessarily represent the Costs. With each annual or interim change in the Costs, a new Tax Overview is sent to the Contract Holder, in which the changes are incorporated.
- 3.7 If the Placement Agreement is terminated before the end of the calendar year, a final invoice will follow with which the Costs for the actual Childcare will be charged. Early termination does not result in a refund.
- 3.8 The Costs are also due if no Childcare is possible because the day of Childcare falls on a generally recognised holiday. If no Childcare is possible because the Location is closed due to a study day, that day will not be charged separately.
- 3.9 If Babilou Family NL incurs costs for motorized transport of the Child to the Location, those costs will be charged separately. The costs for transport during the Reception (for example for an activity or excursion) are included in the Costs.
- 3.10 In the Placement Agreement, the Contract Holder authorizes Babilou Family NL to automatically debit the invoiced Costs from his/her/their bank account ('direct debit'). Babilou Family NL makes every effort to collect the invoiced Costs on or around the 23rd day of each month. If this day is a day on which banks are closed, then collection takes place on the working day before. If a direct debit is refused or reversed, the Contract Holder must ensure payment within the payment term.
- 3.11 The amount stated on the invoice must always be paid without the Contract Parent being able to set anything off against it.

#### **4. Changes to products and services**

- 4.1 We regularly assess our products and services to ensure that they continue to meet the wishes and needs of the Parents and Children. Each location has its own unique offer. We will notify you in advance of any change to our products (including packages) and such change will take effect no earlier than one (1) calendar month plus one (1) week after Babilou Family NL has informed the Contracting Parent about the change

4.2 Babilou Family NL may unilaterally change the Placement Agreement and provisions in these terms and conditions. The changes will not take effect until one (1) month and one (1) week after the date on which we notify you, unless another statutory period applies, in which case that period will apply. If a change is material, you have the right to terminate the Insertion Agreement effective from the day the change becomes effective. This dissolution must then be communicated to Babilou Family NL within one (1) week after receipt of the change.

## **5. What if obligations are not met?**

5.1 If a Parent does not comply with agreements included in the Placement Agreement, the BK Terms or these Babilou Family NL Additional Terms or these Additional Terms and Conditions, Babilou Family NL may, in addition to the options included in the BK Terms and Conditions:

- (i) suspend its services in whole or in part, including, for example, not processing requests to adjust Childcare or to (temporarily) withdraw Child Childcare, as a result of which no Child Care is provided. The Costs remain due in those cases; and/or
- (ii) dissolve the Placement Agreement on the basis of Article 6:265 of the Dutch Civil Code.

5.2 If the non-performance consists of non-payment – or late payment – of invoices, Babilou Family NL can only exercise the aforementioned rights if Babilou Family NL has taken the steps described in article 12 of the BK Terms and Conditions. After that, Babilou Family NL can also increase the amount due with the statutory interest and the extrajudicial collection costs. The amount is determined on the basis of the law.

5.3 The foregoing does not affect Babilou Family NL's right to claim compensation for all damage it suffers or has suffered as a result of the non-fulfilment of obligations by the Contract Parent (in a timely manner).

## **6. Changes to the placement agreement**

6.1 The Contract Parent may request a change or reduction in the scope of the Childcare before the Start Date. Cancellation of the Insertion Agreement before the Commencement Date will be subject to the terms and conditions and any fees set forth in the Insertion Agreement and the Withdrawal and Cancellation Policy.

6.2 The following applies to other changes:

- (i) Expansion of Shelter: Requests to increase the size of the Shelter or to change the times will be processed free of charge. Honoring such requests is subject to availability and organizational possibilities.
- (ii) Incidental extra Childcare: An allocated incidental extra Childcare Day can be cancelled up to two weeks before the day in question. After that, the Costs remain due.
- (iii) Change of the Start Date: Bringing forward the Start Date (if and as far as organisationally possible) can take place free of charge. Postponement of the Start Date is subject to the terms and conditions set out in the Insertion Agreement and the Withdrawal and Cancellation Policy. If the change results from a deviation in the date of birth of the Child, this change is free of charge.

6.3 Babilou Family NL is never obliged to honor requests for changes and can therefore never guarantee that those requests can be accepted.

6.4 The date of notification of the cancellation, cancellation or change is the date that Babilou Family NL has received the request. The address or means of communication for cancellations, cancellations, changes or other requests is included in the Insertion Agreement.

6.5 Changes to the scope of the Childcare after the Start Date can only take place with due observance of the notice period as included in the Placement Agreement.

## **7. Actions and promotions**

- 7.1 For new locations, Babilou Family NL can apply a temporary (introduction) discount on the Hourly Price. The duration and conditions of this will be announced in advance. At the end of the discount period, the regular Hourly Rate as included in the Insertion Agreement will automatically apply.
- 7.2 Babilou Family NL may offer promotional actions from time to time, including, for example, a referral program whereby a Contracting Parent can receive a gift or other gift when a new Contracting Parent enters into a Placement Agreement with Babilou Family NL following his recommendation.
- 7.3 The terms and conditions of such promotions may vary from one promotion to another and will be announced separately by Babilou Family NL, for example via the website, the Parent Portal or other means of communication.
- 7.4 Promotions are not part of the Placement Agreement and do not entitle you to continue it. Babilou Family NL reserves the right to modify, limit, terminate or offer such promotions exclusively for certain locations, products or periods.
- 7.5 Any claim to a gift or gift only arises if the conditions applicable to the respective promotion are met.

## **8. Parent portal**

- 8.1 Babilou Family NL communicates through the Parent Portal and e-mail. If Parents do not wish to use the Parent Portal or do not agree to the privacy conditions, the Parent in question cannot use the services offered. Babilou Family NL is not responsible for this and cannot be obliged to communicate in any other way.
- 8.2 Contrary to Article 3:15a(2) and (3) of the Dutch Civil Code and Article 6:227a(1) of the Dutch Civil Code, legal acts are performed using the Parent Portal and the procedures included therein.
- 8.3 The Parents will only use the Parent Portal themselves and only for the purpose for which access is given.
- 8.4 The login details for access to and use of the Parent Portal are personal and must be treated in the strictest confidence. The Contract Holder is responsible for any use and abuse that takes place with the help of these login details.
- 8.5 Although maximum availability and quality are pursued, a continuous, trouble-free availability and correct operation of the Parent Portal cannot be guaranteed.
- 8.6 Babilou Family NL may temporarily suspend the availability of the Parent Portal or deny access – temporarily or permanently.
- 8.7 Babilou Family NL will take appropriate technical and organizational security measures for the Parent Portal. Despite these measures, it is not possible to completely exclude all contamination of the Parent Portal and any unauthorized use, misuse and/or accidental damage or loss of data.

## **9. Force majeure and liability**

- 9.1 If the execution of the Placement Agreement, Childcare and/or other services of Babilou Family NL is prevented by force majeure, Babilou Family NL may, at its own discretion and option, suspend the execution of these obligations as long as the force majeure situation continues, without Babilou Family NL being obliged to pay any compensation. To the extent not already included, force majeure also includes: strike, occupation, government measures, pandemic, power failures, failure of electronic communication lines, fire,

theft, water damage, extreme weather, delays, war (threat), terrorism (threat), riot and/or sabotage and non-performance, absenteeism of staff and a (temporary) shortage of staff or force majeure on the part of the cooperation partners of Babilou Family NL.

- 9.2 If a Force Majeure Event lasts longer than two (2) months, either Party may terminate the Placement Agreement without having to observe a notice period, unless a suitable alternative is offered by us.
- 9.3 In the unlikely event that damage is suffered as a result of a breach of our obligations and we are liable for that damage, that liability is limited to the amount that the insurance pays out in the case in question plus the deductible. We will always ensure that we are insured as can be expected from a company active in the Childcare industry.
- 9.4 Liability for damage on grounds other than an attributable shortcoming, if indirect damage is also excluded. Indirect damage includes any form of immaterial damage, consequential damage, loss of profit, lost savings and reputational damage.
- 9.5 In case of excursions or outings outside the Location, Babilou Family NL will take all reasonable safety measures and supervise as much as reasonably possible. Because these excursions and outings always take place outside the Locations and include transportation to them, the safety measures and supervision are always less than we can apply at the Location. If you agree to your Child participating in these outings and excursions, you realize and accept this other risk.

## **10. Personal data and privacy**

- 10.1 For our services, we need personal data from the Parent(s) and the Child, including name, address, date of birth, social security number and contact details. This information must be provided correctly, completely and on time by the Contracting Parent via the Parent Portal. Changes must also be reported before they take effect.
- 10.2 Babilou Family NL will always handle personal data in accordance with the General Data Protection Regulation ('GDPR'), applicable laws and regulations and its own privacy statement that you can view and download on the website.

## **11. Other**

- 11.1 In the performance of its services, Babilou Family NL will always - in addition to the obligations from the Placement Agreement (including applicable conditions) - comply with the applicable laws and regulations and the industry-specific agreements in the manner customary in the industry (such as the obligation to give the parents' committee the opportunity to advise on the intended decisions described in the Childcare Act).
- 11.2 If a Parent does not have Custody, Babilou Family NL will ensure that this Parent receives the information described pursuant to Article 1:377c of the Dutch Civil Code, under the conditions set out in that article.
- 11.3 If any provision of these Babilou Family EN Additional Terms is invalid, null and void or voided, the other terms and conditions shall not be affected. The provisions that are not valid or not applicable will then be replaced

by provisions that are as close as possible to the purport and purpose of the invalid/uninvokable provisions.

- 11.4 Babilou Family NL may transfer the Placement Agreement to a third party for which the Contracting Parent grants permission, provided that (i) there is a transfer of a business, (ii) we remain liable for the obligations or (iii) you are given the right to dissolve the Placement Agreement. The Contract Parent cannot transfer any rights and/or obligations to a third party unless with the explicit written consent of Babilou Family NL.