



**CONDITIONS AND PAYMENT TERMS**  
**Pre-school playgroups and Speelstart in RIJSWIJK**  
**Pre-school care and Samenspel in THE HAGUE (YPENBURG)**

**Up Kinderopvang is a part of Kinderopvang Morgen ('MORGEN')**

## **Part I: General**

### **1 - Applicability**

These 'conditions and payment terms of Kinderopvang Morgen (the 'conditions') apply to pre-school playgroups (peuterspeelscholen), pre-school care (peuteropvang), Speelstart and Samenspel of Up Kinderopvang.

These terms apply:

- in addition to the childcare contract (the 'childcare contract') entered into with the parents/carers (referred to in this document as the 'customer' and in the Childcare Contract as the 'client')
- and the 'General Terms and Conditions for Childcare, Day Care and Out-of-School Care' issued by the Association for the Childcare Sector in the Netherlands (Branchevereniging Maatschappelijke Kinderopvang or BMK) (the 'General Terms and Conditions').

This is a translation. If the English translation differs from the original Dutch text, the Dutch text prevails.

In the event of any conflict between the Childcare Contract, the General Terms and Conditions and/or the Conditions and Payment Terms, the Childcare Contract shall take precedence over the Conditions and Payment Terms. The Conditions and Payment Terms shall take precedence over the General Terms and Conditions.

### **2 – Childcare Contract and parental authority**

- 2.1 The Customer receives a Childcare Contract (in electronic form or otherwise). The placement becomes definite if the Childcare Contract signed by the Customer is returned to MORGEN within 7 days. The Customer will receive a written confirmation of this. Once the period for returning the Childcare Contract has expired, the offer of a placement ceases to apply.
- 2.2 The Childcare Contract is entered into in the name of one of the Parents/Guardians, who also signs the Childcare Contract; in the Childcare Contract this Parent/Guardian is referred to as the 'Client' (the 'Client').
- 2.3 The parents/guardians are the persons listed in the Childcare Contract as parents and guardians (the 'Parents/Guardians').
- 2.4 The following principles apply here:
- 2.4.1 The Client has agreed the arrangements relating to the Childcare Contract with the other Parent/Guardian, if both Parents/Guardians have parental authority. Unless both parents sign the Childcare Contract, the Client also signs on behalf of and with the consent of the other Parent/Guardian.
- 2.4.2 If the Parents/Guardians disagree with one another regarding the childcare at MORGEN, the Client may demonstrate that Clause 2.4.1 does not apply (or no longer applies) by: producing an application for an injunction, a court judgment, an extract

from the civil registry recording a divorce or termination of a registered partnership or a divorce agreement.

2.4.3 Under Article 1:377c of the Dutch Civil Code, a Parent/Guardian is always entitled to information about 'important facts and circumstances affecting the child's person or their care and upbringing'. Even where the Parent/Guardian does not have any parental authority over the child.

2.5 The Parents/Guardians are jointly responsible for correct and timely payment of the childcare costs, as described in Clause 9.

### **3 – OuderApp (Parent app)**

3.1 For communication with the Customer and the organisation of childcare-related matters, MORGEN uses a mobile application with a parent portal (the 'Parent app'). By signing the Childcare Contract the Customer agrees to the use of the Parent app.

3.2 Children should be signed out in the Parent app if they are not attending, for example in case of illness.

3.3 The rules for using the Parent app are available in the Parent app.

### **4 – Childcare allowance**

4.2 The Customer is responsible for applying for childcare allowance (kinderopvangtoeslag) correctly and in good time and notifying any changes to the Dutch Tax and Customs Administration. This applies if and insofar as the customer is eligible for childcare allowance.

4.1 MORGEN will supply the Customer once each year with an annual statement for the purposes of childcare allowance.

### **5 – Cancellation of Childcare Contract and cancellation charges**

5.1 A signed Childcare Contract may only be cancelled in writing. Send an email to [klantcontact@upkinderopvang.nl](mailto:klantcontact@upkinderopvang.nl) or a letter to:

Up Kinderopvang | t.a.v. klantcontact | Martin Campsplaan 3 | 2286 SB Rijswijk.

5.2 The Customer is required to pay cancellation charges in the case of a cancellation within one month prior to the start date of the Childcare Contract. The cancellation charges are equal to the childcare costs for one month and must be paid within 14 days following the invoice date. In the case of cancellation more than one month prior to the start date, no cancellation charges are due.

### **6 – Changes, notice to terminate and termination of Childcare Contract and suspension**

6.1 Changes or notice to terminate in respect of the Childcare Contract may only be communicated in writing by sending an email to [klantcontact@upkinderopvang.nl](mailto:klantcontact@upkinderopvang.nl) or a letter to: Up Kinderopvang | t.a.v. klantcontact | Martin Campsplaan 3 | 2286 SB Rijswijk.

6.2 The notice period for changes and termination is one (1) month. This period starts on the date when the notice is received by MORGEN.

6.3 Changes or termination may take effect on any day of the month.

6.4 A placement terminates automatically on the day of the child's fourth birthday.

6.5 In the case of automatic termination, no notice is required.

6.6 MORGEN may terminate a placement early by giving one month's notice. This is in accordance with Clause 15 of the General Terms and Conditions and the MORGEN suspension policy (schorsingsbeleid).

### **7 – Opening and closing times, holiday weeks and school weeks**

7.1 The opening and closing times are stated on the website of Up Kinderopvang.

7.2 Fixed time slots apply. The Customer must adhere to these. MORGEN reserves the right to change the time slots. If this results in a change in the number of childcare hours, MORGEN will reflect this in the childcare costs from the date when the change takes effect.

7.3 MORGEN is closed on Saturdays, Sundays, public holidays and several additional days or hours of closure published in advance each year. For these days there is no entitlement to restitution or to swap childcare days.

7.4 The public holidays are: New Year's Day, Easter Monday, King's Day, Liberation Day (once

every 5 years), Ascension Day, Whit Monday, Christmas Day and Boxing Day.

7.5 MORGEN observes the 12 holiday weeks (the "Holiday Weeks"), as determined by the Dutch Ministry of Education, Culture and Science ([www.rijksoverheid.nl/onderwerpen/schoolvakanties](http://www.rijksoverheid.nl/onderwerpen/schoolvakanties)).

7.6 School weeks are the weeks in a calendar year that are not Holiday Weeks (the "School Weeks").

7.7 The Customer shall drop off and collect the child within the opening times and/or time slots. Or as agreed at the time of the intake or placement. The Customer shall sign the intake form for this purpose.

## **8 – Swapping childcare days**

8.1 Swapping the days is not possible.

## **9 – Payment**

9.1 The Customer shall pay to MORGEN the childcare costs, as stated in the Childcare Contract. The childcare costs may be revised annually.

9.2 MORGEN will charge the annual amount on a monthly basis in equal instalments (monthly amount). The customer will receive 12 invoices per year based on 40 weeks pre-school care.

9.3 The Customer shall receive an electronic invoice each month in advance stating the monthly amount payable.

9.4 The total invoice amount must be paid within 14 days of the invoice date. Payment is by direct debit. Direct debits will be made on or around the 24<sup>th</sup> of the month.

9.5 Where payment is made otherwise than by direct debit the Customer shall ensure that the payment reference includes the customer number and/or invoice number. The total invoice amount must be paid in a single payment before the 24<sup>th</sup> of the month.

9.6 If payment is not received on time, MORGEN will send the Customer one reminder, giving the Customer a further 14 days to pay the invoice amount to MORGEN. If MORGEN does not receive payment within the period specified, under the suspension policy MORGEN is entitled to suspend or terminate the Childcare Contract with immediate effect. Due to the applicable notice period for termination, the payment obligation shall continue for one calendar month.

## **10 – Personal data processing**

10.1 Prior to the start date of the Childcare Contract, the Customer shall supply to MORGEN the Dutch personal public service numbers (Burgerservicenummer, BSN) for the Customer and for the child. This is a legal requirement to enable the Dutch Tax and Customs Administration to check the childcare allowance payable.

10.2 MORGEN is required by law<sup>1</sup> to supply personal data from its administration relating to the Customer and their child(ren) (name and address, date of birth and BSN), together with information on the number of childcare hours and the hourly rate, to the Dutch Tax and Customs Administration for the purposes of childcare allowance.

10.3 MORGEN is required to check that the correct BSN has been provided for the Customer and the child. We check this by inspecting a valid identity document.

## **11 – Force majeure**

11.1 Force majeure applies where MORGEN is unable to comply with the Childcare Contract due to a circumstance for which MORGEN cannot be held responsible, as this circumstance is not attributable to any fault of MORGEN and MORGEN is not responsible for it by law, under the Childcare Contract or according to generally accepted standards.

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<sup>1</sup> Childcare Act Regulation (*Regeling Wet Kinderopvang*), Article 38 of the Implementing Decision concerning the General Means-Tested Schemes Act (*Uitvoeringsbesluit Algemene wet inkomensafhankelijke regelingen*) and Articles 1a and 1b of the Implementing Decision concerning the General Means-Tested Schemes Act (*Uitvoeringsbesluit Algemene wet inkomensafhankelijke regelingen*).

11.2 The following situations shall in any event be regarded as force majeure, where they prevent MORGEN from complying with the Childcare Contract: fire, strike, war (or risk of war), terrorism and/or terrorist threat, insurrection, emergency government measures, (natural or other) disasters or pandemic.

**Clause 12 – Amendment of ‘Conditions and payment terms’**

MORGEN may amend the Conditions during the term of the Childcare Contract, including making any amendments required due to changes to legislation or regulations. MORGEN shall give the Customer written notice of any amendment at least one month before the effective date. In the event of a unilateral amendment to the Additional Terms that has a negative effect for the Customer, the Customer may terminate the childcare contract with effect from the date on which the amendment takes effect. In all other cases the Customer is bound by the amended terms.

## Part 2

### A. Toddler playschools with early school education (VE) and Speelstart in RIJSWIJK

#### 1. Age of the children

Children between the ages of 2½ and 4 years can come to toddler playschools (peuterspeelscholen). Children between the ages of 1½ and 2½ years can come to Speelstart accompanied by one of their parents/guardians.

#### 2. Target group children

The municipality of Rijswijk determines the definition of 'target group children' (doelgroepkinderen). Based on this definition, The Youth and Family Centre (CJG) - also known as the 'consultatiebureau' - determines whether a child belongs to the target group.

#### 3. Half-day sessions and conditions

- **Toddler playschool with early school education ('Voorschoolse Educatie' or VE)**

At toddler playschools, children attend 2 set half-day sessions per week (8 hours in total). You can choose from 2 set session combinations per group. The conditions are:

- A child must attend 2 sessions per week
- Parents/guardians are involved in the VE programme

Sessions cannot be exchanged and it is not possible to have extra sessions.

With a referral from the CJG, the child always attends toddler playschool for 4 sessions per week (16 hours in total).

In addition, the following priority criteria apply:

- Children progressing through from Speelstart
- Children potentially continuing on to a primary school connected to the scheme.

- **Speelstart**

At Speelstart, the children and one of their parents/guardians come for one 2-hour session per week. The precondition is that both a parent/guardian and the child attend all Speelstart meetings and that the child is registered with a toddler playschool in Rijswijk, or will continue to a connected primary school connected to the scheme.

#### Parental contribution

- **For toddler playschool with VE**

There are 3 possibilities:

- Customers with children who have a referral from the CJG (= target group children) pay a fixed amount per month
- Customers who are entitled to childcare allowance must apply for the allowance themselves. The amount of the allowance a client receives depends, among other things, on the family income (= combined income).
- Customers who are not entitled to childcare allowance and also do not have a referral from the CJG pay a personal contribution according to the 'parental contribution table Rijswijk'. The level of the parental contribution depends on the income.

- **Speelstart**

For Speelstart, the Customer pays a one-off fixed amount that is determined by the

municipality of Rijswijk. The one-off contribution will be invoiced in advance and is paid by direct debit.

### **Changes to parental contribution**

The municipality of Rijswijk sets the fixed amounts and the 'parental contribution table Rijswijk' each year. The Customer will be notified of this by Morgen no later than 5 weeks before the date on which the change will take effect. MORGEN is obliged to apply the parental contribution table adopted by the municipality of Rijswijk. The Dutch government changes the childcare allowance each year.

### **Determining the parental contribution**

Customers who fall under the 'parental contribution table Rijswijk' pay the highest parental contribution per child from the table, unless their recent income statements can prove that a lower parental contribution is justified. MORGEN uses this table to determine the monthly parental contribution due, based on the gross family income per year.

### **Placement and recalculation of parental contribution**

The Customer should hand in the Childcare Contract before the placement begins. Only then is the placement definite.

To prove that a lower parental contribution is justified, the Customer must submit a recent income statement. This is the Customer's responsibility. The parental contribution will then be recalculated. If no income statement is submitted, we assume that the Customer has made the choice to pay the maximum rate.

The Customer can send the information by post or by email. If the income statements are not received by MORGEN in time, the parental contribution will not be recalculated retroactively.

### **Interim changes in family income**

In principle, the gross annual family income is determined once a year. Only if there is a 5% change in income, will the parental contribution be recalculated. The client must inform MORGEN about this.

If an increase in income is not reported to MORGEN, the parental contribution will be adjusted retroactively. If there is a decrease in the gross family income, the parental contribution will be adjusted from the month following the date of receipt of the change in income by MORGEN.

## **4. Child presence and absence**

If the child does not attend toddler playschool or Speelstart, due to illness or other reasons, the Customer must unregister the child via the Parent app. Repeated absence without notice, or repeatedly collecting the child too late may result in the child being suspended by MORGEN. MORGEN then has the right to terminate the childcare contract. The Customer will be informed of this in writing. In this case, the parental contribution must still be paid with a notice period of 1 month.

## **B. Pre-school care (peuteropvang) with early school education (VE) and Samenspel in THE HAGUE (Ypenburg)**

### **1. Age of children**

Children aged two-and-a-half to four years can attend pre-school care. Children in the target group (doelgroepkinderen) aged between two and two-and-a-half can attend Samenspel.

### **2. Children in the target group**

Children who have been classified as belonging to the target group by the Child and Family Centre (Centrum voor Jeugd en Gezin (CJG) - or called 'consultatiebureau (child health care centre) - in The Hague.

### **3. Half-day sessions and conditions**

#### **• Pre-school care**

At pre-school care, children attend for 2 or 4 fixed half-day sessions each week (8 or 16 hours a week, respectively). These are always fixed combinations of half-day sessions. The placement days are recorded in the placement contract. It is a condition that the child must attend these half-day sessions each week. It is not possible to swap half-day sessions and occasional extra half-day sessions are not possible.

#### **• Samenspel**

At Samenspel the children and one of their parents attend for 2 hours a week. Samenspel is **only** intended for children in the target group (i.e. with a CJG referral) and their parents/guardians. It is a condition that both the parent and the child must attend all Samenspel sessions.

### **4. Parental contribution**

#### **• Pre-school care with VE**

The Customer is entitled to reimbursement of some of the costs. The Dutch tax service or the municipality pays part of the costs and the parents/carers pay part themselves. The amount that the customer themselves pays depends on their income and whether the customer has been given a referral for the child by the CJG or has a Stork Pass (Ooievaarspas).

The Municipality of The Hague pays for 2 half-day sessions of pre-school care per week. With a referral by the CJG the municipality pays for 4 half-day sessions. If no referral has been given by the CJG and the child attends for 4 half-day sessions, the parent/guardian pays the extra 2 half-day sessions themselves. This only applies if the customer is not entitled to childcare allowance. The customer is responsible for applying for childcare allowance themselves.

The other customers pay a fixed contribution that is set by the Municipality of The Hague on the basis of the customer's income. The parental contribution is due from the start date (start of the placement), as recorded in the placement contract.

#### **• Samenspel**

For children in the target group, the use of Samenspel is free.

### **5. Ooievaarspas**

If the customer has a valid Ooievaarspas (Stork Pass), then the customer should submit the signed placement contract and a copy of the Stork Pass before the placement starts. In each subsequent year, the customer should also submit a copy of the Stork Pass for the new year

before 7th February. It is the customer's own responsibility to do this. The information required may be sent by post or by email.  
If the information is not received by MORGEN in good time, MORGEN will not recalculate the charges with retrospective effect.

#### **6. Attendance/non-attendance by the child**

If the child will not be attending pre-school care or Samenspel due to illness or other reasons, the customer must report that their child will not be attending, using the Parent app. In the event of repeated absence or repeated late arrival and/or collection of the child, MORGEN may suspend the child. In that case, MORGEN is entitled to terminate the placement contract. The customer will be informed of this in writing. In this situation, the parental contribution will continue to be payable during the termination notice period of 1 month.