



General Terms and Conditions

Day Care & After School Care

Article 1 - Definitions

These General Conditions make use of the following definitions:

Childcare: professional care for and raising of children up to the first day of the month that they enter continuing education. Childcare includes supervision of school-going children during lunch breaks, care and raising of children in a day-care centre, or youth care provided under the Youth Care Act, or in the main place of residency of a child other than a host mother/father or professional care at home.

The consumer: The parent/guardian who acts as a natural legal person and not for professional reasons or on behalf of a company to make an agreement about child care services for a child that is part of his/her household and that is supported by him/her to a significant extent or for a child for which remuneration for care is received as part of the Youth Care Act.

The entrepreneur (child care business): natural of legal person that makes an agreement with the consumer in which child care is offered as a service in a child-care center.

Parent involvement: The involvement of the parents or guardians of the child placed in care in relation to issues directly linked to policy on the care for their children and in relation to determining or altering rules and regulations in the field of the complaints procedure.

Parent Committee: An advisory and consultative body established by the entrepreneur consisting of a representation of parents and guardians of the children placed in care.

Article - 2 Applicability

1. These General Conditions apply to the care of children in child-care centers between the ages of 0 up until the beginning of primary education.
2. The agreement for childcare is drawn up between the entrepreneur in childcare and the consumer.
3. With exception of the making of an agreement as detailed in Article 2, section 2, each of the parties may transfer the rights and obligations stemming from this agreement to third parties. In such a case the counter party must agree.
4. In exception to Article 2, section 3, the entrepreneur does not require permission of the consumer to ask third parties to collect payments, nor does the entrepreneur require permission of the consumer to ask third parties to make payments.

Article 3 - First introduction

1. The entrepreneur provides written or electronic information as a first introduction that is sufficiently detailed to allow the consumer to orient himself/herself in the market and to make a choice between enterprises offering childcare.
2. The information must contain the following elements:
 - The nature and amount of care provided via the branch and possible extra services; the kind of care – what is offered for how much and for what duration, including a possible minimum; options for flexible care; placement procedure; nature and amount of time devoted to allowing a child to get used to the new situation.
 - A summary or full text of the pedagogical policy plan the enterprise has developed for childcare, including a description of the characteristic method with which children are approached; a note indicating that an extensive version of the pedagogical policy plan is available upon request.
 - The form and frequency of information exchange, including the number of parent meetings that is held each year.
 - The hygiene policy, safety policy, medical action, sickness policy and privacy.
 - The way in which the childcare enterprise has given shape to the Parent Committee or other type of parent involvement.
 - The latest price information concerning regular and extra services, including cancellation costs and the conditions under which it is possible to cancel services; the method of payment. If additional costs are charged for certain types of

payment this should be included in the first introduction information.

- The complaints procedure.

- The period of notice and the day of the month on which notice may be given.
 - The ratio between the group leader and the number of children for each age category.
 - Information concerning the group and available space.
 - The opening hours/days of the childcare enterprise, as well as the times at which children can be received and have to leave the childcare facility. If applicable, this includes information about the way in which the distance between the school and the childcare enterprise is bridged (type of transport and presence of supervision), as well as agreements about going home independently. Furthermore, this includes, if applicable, information about the care during holidays and extra free days at school.
 - The food that may or may not be provide by the enterprise and the option to make specific agreements about the required food and care.
3. The consumer can enroll in writing or electronically using a registration form to indicate interest in child care for a type of care for a certain child for a certain duration.

Article 4 - The Offer

1. The offer encompasses a complete and accurate description of the services to be delivered to facilitate a definite choice on the part of the consumer for a particular enterprise.
2. The offer contains a minimum of the same information as mentioned in Article 3, including the following as well:
 - The name and age of the child
 - The starting date for placement as well as the duration of placement
 - Starting date and duration of getting used to child care
 - Other specific agreements between the entrepreneur and consumer about food and care for the child.
 - The medical care offered (see Article 11, section 2) if the consumer requests this and the entrepreneur has facilities to offer such care.
 - The statement that the entrepreneur will treat all received information confidentially and not make data available to third parties, with the exception of special cases defined by law.
3. The consumer must indicate whether or not he/she accepts the offer within the period specified by the entrepreneur.
4. The offer indicates the applicability of the General Conditions and is accompanied by a copy thereof.
5. The offer is dated and cannot be repealed during the time given to the consumer to respond. Once the response time is passed, the offer is considered to be void.

Article 5 - The Agreement

1. The agreement is realized in writing or electronically at the time that the consumer has signed a copy of the offer in writing or electronically and returned it to the entrepreneur and the entrepreneur has actually received it. The child care enterprise confirms the agreement to the consumer. As a result, the consumer has obligations other than those attached to returning the enrolment form (see Article 3, section 3).
2. Incidental alterations in care do not alter the agreement.

Article 6 - The Placement Interview

1. In advance of the actual placement, the entrepreneur invites the consumer for a placement interview. In this interview the required specific data of the consumer and his/her child are discussed. The child care enterprise and the consumer agree to regularly inform each other about general or temporary points of attention and special requirements for specific care of the child (daily routine, food, illness, etc.).

2. During the placement interview, the entrepreneur must indicate the following:

- The entrepreneur must monitor the health of the child and must communicate with the parents about the child's health.
- The consumer as parent of guardian is legally responsible for damage caused by his/her child.

3. The entrepreneur and consumer confirm agreements made during the placement interview either in writing or electronically.

Article 7 - Duration, alteration and termination of the agreement

1. The agreement for day care of 0 to 4 year-olds lasts until the fourth birthday of the child. The agreement of after school care lasts until the first day of the month that secondary education starts for the child in question. These rules are applicable unless otherwise agreed in writing or through electronic means.
2. If parties agree that there is an extension to the agreement, this must be confirmed by both parties in writing or electronically. The present General Conditions continue to apply in such a case.
3. Upon the death of the child, the agreement is legally terminated directly. In cases where the child becomes permanently handicapped such that his/her functioning at the daycare center is affected, both the consumer and the entrepreneur have the right to terminate the agreement directly.
4. An agreement lasts for the maximum duration indicated in section 1 or an agreed shorter period (e.g. one year). Neither party may terminate an agreement of short duration, unless continuation would be unacceptable given circumstances and according to measures of reason and fair play. For agreements lasting the maximum duration, as defined in section 1, each party has the right to terminate the agreement or part of the agreement by making an argued written or electronic statement to the other party. The period of notice, being a maximum of two months, must be adhered to. Giving notice may take place on the first or sixteenth of the month. Such action does not alter other rights on the basis of the General Conditions.
5. The entrepreneur may immediately terminate the agreement with the consumer in the case that a child has enjoyed care for two months without payment, unless the consumer pays directly. If the latter does not occur, the entrepreneur may terminate care for the child directly without the consumer being released from the obligation to pay for two more months. Immediate termination is not applicable if the consumer can prove that he/she was not able to make payment due to force majeure.

Article 8 - Accessibility

1. The enterprise providing child care is in principle accessible for any child, as long as there is agreement between the entrepreneur and the consumer.
2. The entrepreneur has the right to refuse child care to a placed child for the period in which the child is ill or requires special care, or is a health hazard for other people present within the enterprise providing child care and that normal care of the child and other children cannot be expected.
3. If the consumer is disagrees with the entrepreneur about his/her lack of access on the basis of Article 8, section 2, he/she can contact the Committee of Arbitration with the request to treat the complaint according to the brief procedure. The decision of the Committee of Arbitration is binding for both parties. As long as the brief procedure is taking place, access to the enterprise may not be refused and the consumer has the obligation to maintain payment in accordance with Article 13 of the General Conditions.
4. If a placed child, after the parents or guardians has been warned, continues to display behavior that is a danger to the

mental and/or physical health of other children in care, or the child cannot be cared for in the usual way, the entrepreneur has the right on reasonable grounds and allowing for a reasonable term to refuse access to the enterprise and to annul the agreement. The entrepreneur can refer in as far as is possible to other types of care that are more suitable.

5. The entrepreneur and consumer are obliged to consult each other about maintaining the availability of a place for the child if the child is going to be absent for a longer period.

Article 9 - The price and price changes

1. The price that the consumer has to pay must be agreed in advance.

2. Price changes must be announced well in advance by the childcare enterprise with a term that is minimally equal to the agreed termination term (see Article 7, section 4).

Article 10 - Cancellation

From the moment of signing the agreement until the starting date of the agreement, the consumer has the option to cancel the agreement. Cancellation costs must be covered by the consumer. The cancellation costs may not exceed more than the amount due for two months of childcare. The entrepreneur must inform the consumer about the procedure that must be followed and about cancellation costs while making the offer for childcare.

Article 11 - The Service

2. The entrepreneur guarantees that the activities for childcare carried out, as agreed in the agreement, meet legal requirements.

2. The entrepreneur ensures staff and material facilities to optimize care in the enterprise for childcare and makes sure there is responsible care for children within the enterprise for childcare.

3. The entrepreneur may choose to provide additional services in the sense of medical care. The staff members who provide this care must meet legal requirements for individual healthcare. If the entrepreneur chooses, the medical actions are subject to legal obligations from Civil Law, such as care and information obligations and the right of confidentiality.

4. The consumer is responsible for the child while bringing the child to day care up until the point at which it is reasonable to assume that transfer of responsibility has taken place. The entrepreneur is then responsible for the child up to the moment that both parties can reasonably assume that the transfer of responsibility has taken place.

5. The moment at which after school care transfers responsibility for the child from the consumer or another adult to the childcare entrepreneur and the moment at which the responsibility for the child transfers from the entrepreneur to the consumer or other adult, depends on the way in which the child is brought to the after school care or is picked up from after school care. To this purpose, clear and unambiguous written or electronic agreements are made between the entrepreneur and the consumer.

6. The entrepreneur may demand that written or electronic authorization is provided by the consumer to third parties collecting the child.

7. The entrepreneur and consumer together must ensure that there is an adequate exchange of information about the child.

8. The entrepreneur takes the individual requests of the consumer into account in as far as this is reasonable in connection with the contact with other children.

9. The entrepreneur may point out to the consumer what the legal consequences are of systematically being late in dropping off or picking up the child. It is an example of not abiding by the agreement.

Article 12 - Professionalism and Material Care

1. The entrepreneur guarantees that the activities carried out for childcare agree with the demands of proper professionalism, making use of proper materials. The enterprise must minimally meet the legal requirements in the areas of quality and safety.

2. Staff employed by the day-care centre must possess a statement of proper behavior as provided according to the law for legal data. The employee must provide the entrepreneur with such a statement before his/her professional activities start; the statement may not be more than two months old at the time it is delivered. If the entrepreneur has reason to believe that the employee no longer meets the requirements for such a statement, the entrepreneur may demand that the employee provides a

new statement that is not older than two months within a term determined by the entrepreneur.

Article 13 - Payment / Non-payment

1. The consumer is responsible for the timely payment of money due to the childcare enterprise.

2. Payment based on an invoice will not occur more than once per month and moreover no more than a month in advance of when care is provided. A possible request for a guarantee is treated the same as a payment. The invoice is provided free of charge.

3. If the consumer pays a third party indicated by the entrepreneur in agreement with Article 2, section 4, this is held to be a discharging payment. If the consumer instructs a

third party to make payment it does not discharge the consumer from his/her duty to make payment.

4. The consumer is in default after the expiry of the date of payment. The entrepreneur sends a written reminder of payment due after the expiry of the date and gives the consumer 14 days after reception of the reminder of payment to make payment. Moreover, the entrepreneur warns the consumer in this reminder that placement can be terminated directly (Article 7, section 5) if two months of care have been provided without payment. The reminder of payment must be issued at least 14 days before the situation of two months of care without payment arises.

5. If payment is not made within the term specified in the reminder of payment, the entrepreneur may charge interest from the expiry of the payment date. This interest must be equal to the legal interest.

6. Without prejudice to the stipulations in section for of this article, the entrepreneur may choose to offer an arrangement for payment.

Article 14 - Liability of the entrepreneur and the consumer

Parties are liable in as far as this stems from law or the agreement.

Article 15 - Complaints procedure

1. Complaints about the way the agreement is carried out must be described completely and clearly, and then submitted to the entrepreneur soon after the consumer has found a deficiency. Complaints lodged within two months after occurrence of the deficiency are timely. Complaints not lodged within two months may result in the loss of rights concerning this matter on the part of the consumer.

2. The childcare enterprise must treat the complaint in accordance with the internal complaints procedure. The determination or alteration of this procedure involves parent involvement as defined by Article 1 of these General Conditions.

3. If the complaint cannot be settled amicably, this gives rise to an issue that falls under the arbitration arrangement of Article 16.

Article 16 - Arbitration and the Right of Complaint Act

1. Issues between the consumer and the entrepreneur about the realization or execution of agreements related to services and matters provided by the entrepreneur can give rise to the beginning of formal procedures on either the part of the consumer or the entrepreneur with respect to the Committee of Arbitration in Childcare, Bordewijklaan 46, P.O. Box 90 600, 2509 LP, The Hague (www.sgc.nl).

2. Issues related to death, bodily harm, or illness are excluded from treatment by the Committee of Arbitration. If damages from harm or illness are demonstrably the result of actions or negligence on the part of the entrepreneur, an issue about the consequences in relation to the General Conditions (e.g. obligation to provide payment) is admissible; the damages due to harm are not. For said damages the consumer may make use of the court.

3. An issue will only be dealt with by the Committee of Arbitration if the consumer has first lodged his/her complaint with the entrepreneur.

4. After the complaint has been lodged with the entrepreneur, formal proceedings pertaining to the issue must be initiated within three months of the arising of the issue (see Article 15, section 3).

5. If a consumer starts formal proceedings thus involving the Committee of Arbitration, the entrepreneur is bound by this choice. If the entrepreneur wishes to start formal proceedings using the Committee of Arbitration, he/she must ask the consumer in writing to agree within a period of five weeks. The entrepreneur must announce that if the consumer does not respond within the five week period, he/she will be free to take the issue to court.

6. The Committee of Arbitration makes pronouncements based on the stipulations of its own regulations. The regulations of the Committee of Arbitration will be sent to parties upon their request. Payment is required for the treatment of an issue by the Committee of Arbitration. The decisions of the Committee of Arbitration are binding. For the marginal testing of binding advice given by the Committee of Arbitration, parties may make use of the court.

7. Only the court judge or the Committee of Arbitration have the authority to have access to information pertaining to the issue.

8. If the consumer so desires, he/she may lodge a complaint with a complaints committee according to the Right of Complaint Act for Clients of Care Institutions. In such a case, it is not necessary, in contravention to Article 15 of these General Conditions, to first lodge the complaint with the entrepreneur.

Article 17 - Guarantee to abide by arbitration decisions

The MO group or the branch organization guarantees members will abide by the binding advice of the Committee of Arbitration for Childcare, with respect to issues related to group or branch members, unless the binding advice is declared non-binding by a court judge having been submitted to testing within two months of the original pronouncement. Further regulations pertaining to this guarantee are drawn up in an appendix. This appendix is an integral part of the General Conditions. For entrepreneurs that are a member of the MO group, this guarantee is executed by the Foundation Abiding to Childcare of the MO Group.

Article 18 - Exceptions

Individual exceptions, including supplementations or extensions of these General Conditions, must be laid down in writing between the entrepreneur and the consumer.

Article 19 - Alterations

The MO group and the branch organization will only alter these General Conditions in consultation with the Consumer Union and BOiNK.

Article 20 - Offer

1. The response period referred to in Article 4 subsection 3 is seven days counting from the date of the offer.

Article 21 - Duration, revision and termination of the contract

1. A contract for a shorter period as referred to in Article 7 subsection 4 is never for less than six months.

2. The consumer is bound to the minimum obligation to purchase 2 days of childcare (4 half-days) stated in the contract for each child per week, and/or a minimum obligation to purchase 1 half-day (afternoon) for each child per week for out-of-school care

3. In the absence of the child, the cost of childcare will remain due for payment without deduction. In the event of long-term illness in excess of two consecutive months, the placement may be suspended. The consumer should apply for such a suspension in writing. This does not affect the obligations of the consumer and the proprietor as referred to in Article 8 subsection 5 of these conditions.

4. On reaching the age of primary school or secondary school education, the contract for children whose birthday is in the first half of the month (day 1 to 15) terminates on the fifteenth day of the month, and for children whose birthday is in the second half of the month (day 16 to 31) on the last day of the month.

5. Once the contract has been signed, the commencement date of the placement as stated in the contract may not be changed. An exception is made in this regard for children who are by birth, at least 2 weeks after the date of birth calculated by the midwife/doctor, less than 10 weeks of age on commencement of the placement. In such cases the commencement date may be postponed by a maximum of 2 weeks. Applications for postponement of the placement date must be submitted in writing.

6. Changes to placement times, days or location must be applied for in writing at least one month in advance of the date on which the change comes into effect. The change comes into effect following written confirmation by the proprietor.

7. The duration of the chosen package for out-of-school care is the same as the school year, including holidays, as referred to in the school prospectus of the school attended by the child. At the start of a new school year, the chosen package is automatically extended for a further school year, including holidays, unless agreed otherwise in the contract.

Cancellation and/or changes to a chosen package come into effect at the start of the succeeding (new) school year. Cancellations and changes should be made at least two months before the new school year commences.

8. The parties are entitled to terminate the contracts for day care and out-of-school care which run for the period referred to in Article 7 subsection 1 prematurely by registered letter to the opposite party with acknowledgement of receipt on the first or sixteenth day of the month, observing a period of notice of two months.

9. The cancellation costs referred to in Article 10 amount to the payment owing for two months childcare as laid down in the contract.

Article 22 - Compliance

The consumer is obliged to bring and collect his child(ren) at the agreed times. Non-compliance with this rule has consequences for the operational course of events of the proprietor. In the event of structural repetition the proprietor will adopt the following procedure: on the first occasion the consumer receives a verbawarning.

On the second occasion the consumer receives a written warning. On the third occasion the consumer receives a final written warning. If the consumer persists in failing to collect his child(ren) in time, then on the fourth occasion, the proprietor is entitled to terminate the contract with immediate effect.

Article 23 - Extension and school transfer

1. If a child on reaching the age of 4, or the age of 12 in the case of out-of-school care, has not (yet) been admitted to primary school or follow-up education, it is possible to apply for an extension of the current childcare. An application for extension of childcare should be made in writing, accompanied by a letter from the school where the child was enrolled including a statement that admission has been refused. The proprietor assesses the application on the basis of her availability, her planning and other circumstances applicable to her. A final decision about the extension will be given by the proprietor, in writing, 2 months prior to the desired extension date.

2. It is furthermore possible to submit an application for extension of the childcare if a child reaches the age of 4 or 12 during the official summer holiday of the school or follow-up education the child is going to attend. Such an extension may be granted up to the start of the school year. This extension application should also be submitted in writing two months before the child's birthday, therefore two months before the commencement date of the extension. If these conditions are met, the application will be granted by the proprietor.

3. The cost of an extension in accordance with subsections 1 and 2 is the same – for an unchanged placement – as the cost of the placement up to the moment of extension. During the extension the child is cared for in the same group as before the extension.

4. On the transfer from day care to out-of-school care when the child reaches the age of 4, or after the extension granted in accordance with Article 23 subsections 1 and/or 2 has expired, the contract will automatically be converted into a contract for out-of-school care unless agreed otherwise in writing. The contract for out-of-school care comes into effect immediately after the termination of the contract for day care.

5. Postponement of the commencement date of the contract for out-of-school care is only possible following a written request submitted at least 4 weeks before the end of the day care contract. Postponement is only possible for a minimum period of 12 consecutive weeks.

Article 24 - Liability

1. The proprietor is only liable for damage suffered by a consumer and/or a child placed with the proprietor, with whom the consumer conducts a household, which is the direct consequence of an attributable failure on the part of the proprietor to comply with the obligations arising from the contract. Such liability is limited to the amount paid out by the proprietor's insurer in the case in question, with the exception of gross negligence on the part of the proprietor.

2. Apart from an intentional act or omission or gross negligence on the part of the proprietor, the proprietor may only be held liable if the consumer was not present in the space where the childcare or out-of-school care for the child in question was taking place (including the playground) at the time of the incident in question.

3. The proprietor may only be held liable due to an attributable failure to comply with the contract if the consumer gives the proprietor adequate and immediate (in

any case less than two months after the occurrence of the failure) written notice of default also stating notice a reasonable period in which to remedy the failure, and if the attributable failure on the part of the proprietor to comply with his obligations continues after that period.

4. The proprietor is not liable for damage caused by the consumer failing to fulfil (special) obligations and responsibilities arising from the contract, unless an intentional act or omission or gross negligence on the part of the proprietor contributed to that damage.

5. The proprietor is furthermore not liable for damage caused by an act or omission of third parties engaged by the consumer in the execution of the contract, unless an intentional act or omission or gross negligence on the part of the proprietor contributed to that damage.

6. The proprietor is entitled at all times to attempt to limit the damage suffered by the consumer as far as possible, or to reverse it, for which purpose the consumer will lend his full co-operation.

Article 25 - Force majeure

1. In the case of force majeure the proprietor is entitled to suspend compliance with the obligations arising from the contract for as long as the force majeure circumstances

persist. If compliance on the part of the proprietor remains impossible due to circumstances beyond his control for a period of more than two months, then both parties are entitled to dissolve the contract, in part or as a whole, without recourse to the courts and without any obligation to pay compensation in such a case.

2. In this Article 'force majeure' is understood to mean circumstances which prevent compliance with an obligation and which cannot be attributed to the proprietor. This includes such things as strikes, illness of personnel, regulations prescribed, or about to be prescribed, by the government which prevent or limit execution of the contract, natural and/or nuclear disasters, war and/or threat of war, damage by fire or water, and everything else classified as force majeure according to the law.

Article 26 - Payment and (extra)judicial costs

1. The consumer will grant the proprietor a mandate for automatic debt collection for the fulfilment of his payment obligations, and see to it that collection of the amount invoiced is able to take place at all times. The term of payment for all invoices is in any case 14 days.

2. The consumer receives an invoice by email prior to automatic collection.

3. The costs of extra childcare beyond the scope of the contract, any extra costs that may have been agreed to and the costs of fines will be invoiced retrospectively. Invoicing takes place within six months following the period in which the costs were incurred.

4. No reductions or repayment of costs will be granted in the event of agreed half-days not being used.

5. If the consumer fails to pay within the term of payment referred to in Article 26 subsection 1, after being reminded to do so by the proprietor in accordance with Article 13 subsection 4, then the proprietor is entitled, without further notice of default and without prejudice to the remaining rights of the proprietor, to charge the consumer 1.5% interest per calendar month over the period from the final date for payment as referred to in Article 26 subsection 1 to the day of payment in full.

6. All actual (extra)judicial costs of the proprietor, arising from or connected to incorrect or overdue compliance with the obligations of the consumer, will be charged to the consumer.

7. The (extra)judicial costs are specified in accordance with the recommendations of the Preliminaries II Report (Rapport Voorwerk II) with respect to two points of the liquidation fee, which costs are maximised according to that same report at 15% of the principal sum, whereby an absolute minimum of € 1500 (excluding VAT) applies.

8. If the proprietor incurs higher costs, which were in all reasonableness necessary for out-of-court collection of the claim, then those costs will also be eligible for reimbursement.

9. The judicial costs are expressly not limited to the costs of the liquidation process, but will be charged in full to the consumer if the court rules (predominantly) against him.

Article 27 - Invalidity

If any provision of these conditions is invalid or nullified, the remaining provisions will continue to apply in full, and the proprietor and the consumer will consult to agree to new provisions to replace those which are invalid and/or nullified,

taking the original purpose and intent of the invalid and/or nullified provisions as far as possible into account.

Article 28 - Inconsistency

In the event of inconsistency between the provisions of part 1 of these conditions and part 2 of these conditions, the provisions of part 2 of these conditions prevail.

Article 29 - Revision

Individual departures, including additions or extensions to this part of the General Conditions, must be laid down in writing between the proprietor and the consumer before they can come into effect.

Article 30 - Information

The information provided by the proprietor to the consumer in accordance with Article 3 of these conditions constitutes an integral part of the contract.

Article 31 - Disputes

1. In as much as disputes may arise between the proprietor and the consumer in relation to Part 2 of the general conditions, Article 16 applies by analogy.

2. If and to the extent that a dispute lies beyond the scope of the Disputes Committee, it may be brought to court.

3. The legal relationship between the proprietor and the consumer, to which these general conditions apply, is governed by Netherlands law.

4. All disputes relating to the legal relationship between the consumer and the proprietor to which part 2 of these general conditions apply may only be submitted to the competent court in the district where the proprietor has his registered office in accordance with the articles of association, unless imperative rules of law prescribe otherwise.

5. A dispute will only be submitted to the court after the proprietor and the consumer have done their utmost to settle the dispute in mutual consultation.

Article 32 - Discrepancy between versions

The original Dutch-language version of these terms and conditions is the only authentic version. In the event of any discrepancy between the Dutch text and a translation, the Dutch text will prevail.

Appendix:

Further regulations for the guarantee of abiding to arbitration decision from Article 17 of the General Conditions for Childcare – Daycare and After School Care 2005

The consulting parties MO group, branch organization, Consumer Union, and BOinK have attempted to realize an arbitration regulation with guarantees to abide by the arbitration decision that indicates the certainties consumers can expect and that allow for continuity for the branch organization. To combine these two ideas, they have agreed to the following. As a point of departure, the consumer may appeal to the guarantee that MO group or branch organization members (depending on what they are a member of) must abide by the arbitration decision, if the entrepreneur has lost the case and must make payment to the consumer but has not done so for whatever reason.

1. A maximum fee is set for abiding to pronouncements of € 10,000. Moreover, there is a maximum fee for abiding to pronouncements for a total of several pronouncements with one entrepreneur about the same issue resulting from the same incident. It pertains to individual issues resulting from one incident with one and the same entrepreneur. The maximum amount is € 50,000 that an entrepreneur can be made to pay in such a situation.
2. If the pronouncement of the Committee of Arbitration results in a fee higher than the maximum fee of the guarantee to abide, then Foundation Abiding to Childcare of the MO group or the branch organization will undertake action as a result of the guarantee for the remaining fee. A collection procedure is started or even legal proceedings on behalf of the consumer. The collection that is carried out for the consumer and the possible legal steps that follow are covered by the Foundation of the MO group or the branch organization and later recouped from the entrepreneur.
3. When the Committee of Arbitration first meets the guarantee to abide by its pronouncements applies to all issues within the two above-mentioned conditions (the maximum fee and guarantee to collect if the fee is higher). In such cases the Foundation of the MO group or branch organization holds a legal claim over the member in question. It is up to the Foundation or the branch organization to collect on the legal claim. The collection involved and the possible legal steps taken afterwards are for the account of the Foundation or the branch organization. The collection costs and other legal costs will also be collected from the entrepreneur by the Foundation or the branch organization.
4. If a situation of bankruptcy, suspension of payment and/or termination of a company occurs, the guarantee of abiding by the pronouncement of the Committee of Arbitration does not come into effect until the issue has been treated. Thus, if one of the above situations occurs before the issue has been submitted to the Committee of Arbitration or before the Committee has met, then the Committee of Arbitration will not make any pronouncement. If the situation arises after the issue has been treated, then the guarantee as formulated in sections 1 and 2 applies.
5. If it can be demonstrated that the entrepreneur is not abiding to the binding advice, nor that the entrepreneur has submitted the binding advice to a court for testing within a period of two months, then the consumer may make an appeal to the guarantee. Payment by the Foundation of the MO group or the branch organization up to the maximum fee (see section 1) will occur within the period of one calendar month. The collection of the possible remaining fee will be started within the same term of one calendar month and completed as soon as possible.