English translation of:

“Aanvullende Voorwaarden MAM’s Kinderopvang

Ingangsdatum: 1 januari 2025”

Additional Terms and Conditions MAM's Kinderopvang

Effective Date: January 1, 2025

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English translation of "Aanvullende Voorwaarden MAM's Kinderopvang versie 2025"
In case of discrepancy between the official Dutch language version and the English translation, the Dutch language version prevails.

Article 1 - Definitions

The following definitions apply:

General Terms and Conditions: The general terms and conditions of the childcare sector organization, version 2025.

Additional Terms and Conditions: These additional terms and conditions.

Out-of-School Care: Childcare provided by a Childcare Center for children of primary school age, offering care before or after daily school hours, as well as during school-free days or afternoons and school holidays.

Session: A part of a working day. A working day consists of two sessions. The start and end times of a session may vary per MAM's location. A workweek consists of ten sessions. Parents may request an extension of a session. If capacity allows, MAM's may grant such a request.

Daycare: Childcare provided by a Childcare Center for children up to the age at which they start primary education.

Childcare: 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.

LRK: National Childcare Register.

MAM's: MAM's Kinderopvang B.V. and its affiliated entities.

Parent: The parent(s)/guardian(s) of the child(ren) receiving childcare services.

Agreement: The Childcare agreement between the Parent and MAM's.

Written/ in writing: Written/ in writing also includes "electronic" communication unless the law provides otherwise. Accordingly, an email is considered electronic communication, but an SMS or WhatsApp message is not.

Holidays: Primary school holidays.

Working Days: Days of the week excluding Saturdays, Sundays, and public holidays.

Article 2 - Applicability

a. These Additional Terms and Conditions apply to all childcare agreements between MAM's Kinderopvang B.V., its affiliated companies (various childcare locations), and the Parent.
b. The Additional Terms and Conditions apply in addition to the General Terms and Conditions of the childcare sector organization, version 2025, which can be accessed via the website and parent portal.
c. In the event of a conflict between these Additional Terms and Conditions and the General Terms and Conditions, the General Terms and Conditions shall prevail.
d. If any provision of these Additional Terms and Conditions, or a part thereof, is deemed invalid or unenforceable, the remaining provisions shall remain in full force. The parties agree to replace the invalid provision with a provision that closely aligns with the intent and scope of the original provision.
e. These Additional Terms and Conditions replace all previous versions.

Article 3 - Child Placements

a. MAM's will make reasonable efforts to provide the Parent with the requested number of child placements or partial placements.
b. MAM's is not obligated to admit children or Parents whose behavior (including failure to meet obligations under these terms) or health conditions pose a risk to other children, as determined by MAM's.
c. If fewer than five children are enrolled in a specific group on a particular day or session, MAM's reserves the right to terminate the placement with a one-month notice period.

Article 4 - Payment Method

a. By completing and signing the "SEPA Direct Debit Authorization" form, the Parent authorizes MAM's to collect the agreed-upon fee (as stated in the placement agreement and adjusted annually for indexation) via direct debit. The direct debit occurs around the 27th of each month.
b. The Parent will receive an invoice via email and/or the parent portal five days before the direct debit, serving as a prior notice. The invoice must be paid within the payment term, either via direct debit or manual payment.
c. If the direct debit fails or is reversed by the Parent, MAM's will notify the Parent in writing, by phone, or via email and grant a seven-day grace period to settle the payment without additional costs. If payment is not received within this period, the Parent is in default.
d. If the invoice amount remains unpaid 15 days after the invoice date, administrative fees and interest will be charged. The outstanding amount will be forwarded to a collection agency without further notice, and the associated costs will be borne by the Parent.

Article 5 - Non-Utilization of Agreed Days/Sessions

If the Parent does not utilize the agreed-upon days/sessions, the full agreed-upon fee remains due.

Article 6 - (Partial) Cancellation of the Placement Agreement

a. According to Article 3 of the General Terms and Conditions, the Placement Agreement may be canceled before the start date. Cancellation must be made in writing via email to the Planning & Placement department (planning@mamskinderopvang.nl). The cancellation date is the date MAM's receives the request.
b. Cancellation fees apply, whether full or partial, based on the time remaining before the start date:
    i. *More than three months before the start date*: no charge.
    ii. *Between one and three months before the start date*: €150 administrative and scheduling fee.
    iii. *Less than one month before the start date*: one full month of childcare fees.

Article 7 - Postponement of Placement Agreement Start Date

If the Parent wishes to delay the start date, the following conditions apply:

a. Postponement up to 30 days before the start date is free if the new start date falls within 30 days of the original date.
b. Postponement of more than one but less than three months requires a €150 fee to secure the placement.
c. Postponement exceeding three months results in automatic cancellation, requiring a new application, without a guarantee of availability.
d. Exceptions may apply in cases of severe medical conditions affecting the child, at MAM's discretion.

Article 8 - Illness

a. If a child is sick or cannot attend for any other reason, the Parent must notify MAM's by phone between 7:30 and 9:00 AM. Sick children cannot be admitted.
b. If the child becomes ill while at MAM's or if an illness is detected, the Parent will be immediately informed, and the Parent must, upon MAM's request, pick up the child. An illness is defined as the child having a fever of more than 38.5 degrees Celsius.
c. The Parent grants MAM's permission to act as deemed necessary in case immediate medical intervention is required, according to MAM's judgment. MAM's is authorized to call a general practitioner or hospital of its choice, but will – where possible – first contact the child's own GP.

Article 9 - Liability

a. MAM's is not liable for any damage, loss, or theft of the Parent's or child's property. It is recommended to label all property with both the Parent's name and phone number so that the Parent can be contacted in case the property is found.
b. MAM's is never liable for more than the amount paid out to MAM's under the relevant insurance, minus the excess that MAM's must pay to the insurer.
c. MAM's is not liable for any direct or indirect consequential damage.
d. MAM's accepts no liability for over- or under-payment of childcare benefits.

Article 10 – Provision of Personal Data

MAM's is legally required to submit childcare data for every child with a current agreement to the Tax Authority/Childcare Allowance (Belastingdienst/Toeslagen) on a monthly basis. In order to enable the Tax Authority to verify the childcare allowance, the Parent is legally required to provide MAM's with the Parent's and the child's Citizen Service Number (BSN) and date of birth in writing before the childcare begins. In relation to the provision of childcare allowance, the Tax Authority requires MAM's to verify the identity of the Parent and child using valid identification.

To prove that this obligation has been met, MAM's may record the number of the shown identification document and its expiration date. The Parent is required to allow MAM's to record the details of a new identification document before the current one expires.

MAM's is solely responsible for providing the correct childcare data, such as the hourly rate, the National Register Childcare (LRK) number, and the average childcare hours per month.

Article 11 - Use of MAM's App and Parent Portal

MAM's uses the MAM's app in combination with a Parent portal. This app is specifically developed for childcare. It provides a secure and personal online environment to keep the Parent more involved and informed about their child's care.

The MAM's app is the only digital communication tool between the Parent and MAM's. Newsletters, announcements, and other digital messages will no longer be sent via email.

Article 12 - Use of Email and SMS

By signing the MAM's Agreement, the Parent gives consent to receive information from MAM's via email and/or SMS.

Article 13 – Amendment to the Agreement

a. Changes regarding the data listed on the Agreement must be communicated by the Parent in writing to MAM's in a timely manner. The changes will take effect only after the Parent has received written confirmation from MAM's by letter or email.
b. Changes to the contractual childcare days or times must be requested in writing by email to the Planning & Placement department (planning@mamskinderopvang.nl). If placement opportunities are available on one or more of the requested days or times, MAM's may (partially) grant the request, but is not obligated to do so.
c. A change in days/times will take effect only after the Parent receives written confirmation from MAM's by letter or email and will not take place before the confirmation of the change.
d. Per calendar year, the Parent may request up to three changes in days/times per child, unless MAM's agrees to more changes.

Article 14 - Denial of Access

MAM's has the right to deny access to a Parent, child, or other related persons to its Childcare Centre, or to have them removed from their Childcare Centre, if the individual does not follow the instructions/guidelines/General and Additional Terms and Conditions and/or the house rules, or if they pose a danger and/or cause damage or threaten to cause damage to children, the Parent, MAM's, its employees, third parties, or the normal operation of the facility, as determined by MAM's.

Article 15 - Closure Days for Childcare

a. The MAM's locations are generally closed on Saturdays, Sundays, and the nationally recognized public holidays: New Year's Day, Easter Monday, King's Day, Liberation Day, Ascension Day, Whit Monday, Christmas Days and Boxing Day.
b. On December 24 and December 31, the MAM's locations close at 4:00 PM.
c. MAM's reserves the right to possibly close the locations for up to one study day (closure day) per calendar year for training purposes. If such a closure day occurs, it will be announced in November for the upcoming calendar year.
d. If the MAM's location is part of a collaboration (for example, an IKC), a joint study day (closure day) may also apply if the collaboration has implemented it themselves.
e. For days of childcare that fall on a public holiday or a closure day as mentioned above, parents will not receive make-up days or (financial) refunds.

Article 16 - Amendment to Additional Terms of Conditions

a. These Additional Conditions can be unilaterally and temporarily amended by MAM's. The parent committee of MAM's will always be consulted for advice regarding proposed changes. The amended Additional Conditions are effective from the moment they are posted on MAM's website. The most current version can always be found there.
b. To prevent confusion about the effective date, the version of the Additional Conditions and the effective date are listed at the bottom of the document.
c. Parents will be notified by email at least 40 days before the proposed effective date of the amended Additional Conditions about the changes and their effective date.
d. If a parent cannot agree with the amended Additional Conditions, they have the right to terminate the agreement prematurely. If a parent wishes to exercise this right, they must inform MAM's in writing at least one month before the proposed change takes effect. The agreement will then end on the effective date of the proposed change.

Version: December 2024 **Effective date: January 1, 2025**