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**TASID**

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**THE ACTIVITY SHOP INTERNATIONAL DAYCARE  
AFTER SCHOOL CARE  
PRIVATE ENGLISH LANGUAGE PRE-SCHOOL/PRE-K**

# **TASID General Conditions**

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Childcare in the Netherlands has gained in prominence. This is a consequence of the changing division of work and care between partners with children and the rise in the number of woman in paid jobs. The branch of childcare is moving from a semi-public to a more market-oriented branch offering a public service. Childcare is a dynamic field of industry where the diversity of services is on the increase. Consumers and suppliers of childcare therefore have made branch agreements about these services. These have been recorded in the General Conditions with an aim to divide rights and obligations evenly. For consumers this means more clarity and legal security. For entrepreneurs the General Conditions offer an equal legal foundation. General Conditions can partly prevent improper competition and offers entrepreneurs to compete through price, quality and kinds of services. The point of departure for the development of the General Conditions is that childcare in the Netherlands should be freely accessible and that good conditions guarantee quality childcare. This is in the interest of all the parties involved: the parents, the children and the entrepreneurs. The central issue in childcare is of course the vulnerable group of young children involved.

### **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 center, 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 or 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.
- Parental 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 and to the care of children in After School Care until the beginning of their secondary education.
2. The contract for childcare is drawn up between the entrepreneur in childcare and the consumer.
3. With exception of the making of a contract as detailed in Article 2, section 2, each of the parties may transfer the rights and obligations stemming from this contract 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, electronic or verbal 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.
  - The 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.
  - The form and frequency of information exchange, including the number of parent meetings that are held each year.
  - The hygiene policy, safety policy, medical action, sickness policy and the right to privacy.
  - The way in which the childcare enterprise has given shape to the Parental Committee or other type of parent/guardian 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 provided 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 childcare for a type of care, for a certain child, for a certain duration.

#### **Article - 4 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 childcare 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 or 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 - 5 The Contract**

1. The contract together with the Pedagogic Policy Plan 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 contract and/or the Pedagogic Policy Plan 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.
  - 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 will 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 contract within the period specified by the entrepreneur.
4. The contract indicates the applicability of the General Conditions and is accompanied by a copy thereof plus a copy of the Pedagogic Policy Plan.
5. The contract 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 - 6 The Agreement**

1. The agreement is realized at the time that the consumer has signed a copy of the contract and has returned the contract to the entrepreneur and the entrepreneur has actually received it. The childcare enterprise confirms the agreement to the consumer, by returning a copy of the contract signed by the entrepreneur. As a result, the consumer has obligations to also return the general information sheet and the health record.
2. Incidental alterations in care do not alter the agreement.

**Article - 7 Duration, alteration and termination of the agreement for Pre-school/Pre-K/  
Pre-K1/Daycare/After School Care**

1. The agreement for Pre-school/Pre-K/Pre-K1/Daycare of 0 to 5,1 year-olds can last until the first day of the month that primary education starts for the child in question. The agreement of after school care can last 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. 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 minimum of one year, 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 minimum of two months, must be adhered to. Giving notice takes place on or before the first of the month. Such action does not alter other rights on the basis of the General Conditions. If the pre-school, pre-K, pre-K1 or daycare agreements to be terminated with the ending month July or August, the pre-school tuition balance must be paid. . If the after school care agreements to be terminated with the ending month July or August, the basic after school care tuition balance must be paid.

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 childcare 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 childcare 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 childcare and that normal care of the child and other children cannot be expected.

3. If the consumer disagrees with the entrepreneur about his/her lack of access on the basis of Article 9, 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 14 of the General Conditions.

4. If a placed child, after the parents or guardians have 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 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 3).

### **Article - 10 Cancellation**

From the moment of signing the contract until the starting date of attendance according to the contract, the consumer has the option to cancel. The consumer must cover cancellation costs. 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**

1. 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 the daycare 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 back to the consumer.
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 a written or electronic authorization to be provided by the consumer to the entrepreneur when third parties are 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 daycare center 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 from the employee to provide 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. Fee will be deducted automatically by TASID on the 25th of the previous month.
3. 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.
4. 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.
5. The consumer is in default on the date of payment. The entrepreneur sends a written reminder of payment due after the expiry of the date and gives the consumer 10 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.
6. 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.
7. Without prejudice to the stipulations in section 4 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 (ZcKK – South Holland Central Complaints Committee for Childcare), Nieuwe Gouwe Westzijde 1, 2802 AN Gouda ([www.zckk.nl](http://www.zckk.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 of Law.

3. The Committee of Arbitration will only deal with an issue, 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 has the authority to have access to information pertaining to the issue.
8. If the consumer so desires, he/she may lodge a complaint with the ZcKK 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.