

Additional Terms and conditions & Further explanation 2025

Pendula



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Introduction

These Additional Terms and Conditions and Further Explanation for Childcare apply to the placement agreement that you sign and are in addition to the general terms and conditions of the Trade Association Social Childcare (BMK) that you can find on our website.

In this document we use the definitions as stated in the BMK general conditions (Article 1).

Additional Terms and Conditions

1. Registration

You are planning to register your child for our childcare, or you have already done so. We wish you a warm welcome! We will be happy to show you our location and you can ask any questions about our center during the tour. If you'd like to register your child, you can do this online (via the registration button on our website).

2. Placement

See also Articles 3, 4 and 7 to 10 of the BMK General Terms and Conditions 2025.

After we have received your registration¹, we will contact you with an offer for the care of your child. We prepare a placement agreement in which the exact half-days and costs are stated. On receipt of the signed placement agreement you will receive a confirmation letter inviting you to attend a placement interview, at our location, approximately two weeks before the start date of the daycare.

2.1 Cancellation and withdrawal

It is possible to cancel the placement agreement between the moment of signing and the actual start of the daycare. A period of one month is given. So, up to one month prior to the start of the daycare, there are no cancellation costs. However, if the cancellation request is less than one month prior to the start of the childcare, then costs will be charged. These costs relate to the amount of the payment due for the applicable period of one month. For example: if care starts on March 1st and the placement agreement is canceled on February 10th. You then owe the costs equal to the costs of childcare from the 1st to the 9th of March.

In the event that the agreement has been concluded remotely (for example, via the Internet or mail), the agreement may be terminated by you free of charge, without giving reasons, within fourteen days from the day the agreement was concluded. This is called the right of withdrawal. You do this by sending an e-mail to the scheduler of your location requesting the termination of the agreement. You can also complete the withdrawal form and send it by email to your location's scheduler. See also Appendix 2 from the general terms and conditions BMK 2025.

2.2 Placement interview

See also Article 4 of the BMK General Terms and Conditions 2025.

During the placement interview, we exchange information with you about our location, the group, the familiarising and of course about your child. Think of nutrition, comfort, in the case of daycare (the way of) sleeping, and other details. The childcare employee tries to match your wishes and routine as much as possible, provided this is possible within the group. We record agreements on a child data form. And for a number of special subjects, we ask your permission through separate statements. It is important to report any changes, in a timely manner, to us by sending an email. During the placement interview, the required Citizen Service Number (s) will also be checked.

¹ In order to process a registration, the parent must provide data such as; Name and address details, BSN number and date of birth of parent(s) and child. Parents who register for toddler care and are not entitled to a childcare allowance must provide an income statement before an offer can be made.

2.3 Preconditions for Placement

When placing your child, of course we try to meet your wishes as much as possible. Placement takes place on the basis of various criteria, whereby the moment of registration plays a role.

Furthermore, we pay attention to (in no particular order and with the same degree of importance):

- desired start date
- desired parts of the day and available places
- presence of other family members
- balanced division of the day
- balanced occupancy rate in the morning / afternoon
- balanced group composition

2.3.1 Continuity

We strive for continuity with our care as much as possible, which is why your child is preferably placed in a fixed group at the start of their care or when they move on to the next age appropriate group. A child may be placed in an alternative group for the period that there is no space in the fixed group and you give written permission for this via the “placement second group”² form prior to signing the placement agreement. If your child has been placed in the second group, your child will be placed in the fixed group as soon as possible.

2.3.2 Priority for Several Children of the Same Family

Second and subsequent children of the same family have priority placement at the daycare or out-of-school care where the first child is placed. Of course there must be a place available. We cannot therefore give guarantees regarding the start date and desired parts of the day. We advise you to register your child(ren) as early as possible.

2.3.3 No Medical Care

Our location does not allow for specialist medical care, so we offer care to children who generally do not require special care. If special medical care is (temporarily) required, we can offer it, provided it is within the limits of the possibilities of our location and the needs of the child. If necessary, we ask the parents to sign an additional agreement on medical grounds.

2.3.4 Opportunities at Other Locations

It is possible that we do not have a place available at our location or that we are unable to accommodate your wishes. We always advise you to consult with the Director of the location. We work closely with other locations of our organisation. There are often alternatives at other locations or on different days.

2.3.5 Schools Linked to Out-Of-School Care

Our out-of-school care is linked to the following school Pendula. The opening times of out-of-school care is geared to the end time of these aforementioned linked school. We take care of the children of this school when the school is closed in the afternoon, and during school-free or study day³ and holidays.

It may be decided that out-of-school care will no longer be linked to one or more of the above schools. If that decision has been made, you will be informed of this at least six months before the disconnection and about the possibilities of placing your child at a alternative linked out-of-school care location.

² Based on legislation and regulations, childcare organisations are offered the option of temporarily placing a child in a second primary group (daycare) or basic group (out-of-school care) (Decree on Quality Childcare, article 9, paragraphs 1 and 9 (daycare) and article 18, paragraphs 1 and 4 (out-of-school care)).

³ Where reference to childcare on school-free and study days at school is made in this document, it is meant: closing days of school (not being the 12 regular school holidays) that are communicated by the school in question at the beginning of the school year.

3. Duration, Extension and End of the Agreement

See also Articles 5 and 6 of the BMK General Terms and Conditions 2025.

3.1 Cancellation

The placement agreement is valid for the total duration of the childcare with a mutual, interim notice period of **one month**.

You can cancel on any day of the month and this must always be communicated in writing or by e-mail to the Director of our location. It is not possible to cancel via our parent portal.

See also Article 6, lid 5 of the BMK General Terms and Conditions 2025.

3.2 Partial cancellation

A partial cancellation applies if, for example, you want to cancel one day/half-day and continue the other days/half-days. A partial cancellation is seen as a contract change and is only possible with the consent of the location. It may be in the interest of the location not to provide consent. In the absence of consent, you have the choice to either cancel the placement agreement in its entirety or to continue it in its entirety. If consent is given, in the case of partial cancellation, the cancellation period is **one month**.

In addition to the compelling interests stated in the general Terms and Conditions, we also have a compelling interest in termination if the location - for whatever reason - is to be closed. It goes without saying that such a decision will not be taken lightly.

3.3 Duration of daycare agreement

In order to ensure that there is a good connection to primary school, it is often possible for children who start primary education later than the entitlement age (for example because of a school holiday) to extend the childcare up to and including the school holiday. Please consult the Child Planning Department about this in a timely manner, because of course there must be space in the group.

!! Please note: if your child is going to transfer from a daycare to an out-of-school care facility, you must register your child again. This is not automatic.

3.4 Duration of the Out-Of-School Care Agreement

Please note that if your child leaves primary school to go to secondary school, you must cancel the placement agreement on time yourself. This does not happen automatically. The placement agreement ends legally in the year that your child turns thirteen. We use the age of thirteen as we take into account children who may repeat a year. If a child is older than thirteen and there is still a need for care at an out-of-school center, the Director will assess whether childcare is still possible at our location.

3.5 Conditions Outside Of Our Control

If the daycare or out-of-school care facility is (temporarily) unable to provide childcare due to force majeure, the daycare center or out-of-school care facility is not liable for any damage you may suffer as a result. The following situations are in any case regarded as outside of our control:

- the daycare center or out-of-school care must close by order of the government, for example due to a virus outbreak and/or epidemic;
- the daycare center or out-of-school care facility is unable to provide its services due to the absence of staff due to illness, (suspected) infection as a result of a virus outbreak and/or epidemic, due to quarantine of staff or staff strikes;
- the daycare center or out-of-school care itself decides to (temporarily) close because it cannot guarantee the health and safety of the children.

4. Payments

See also articles 11 and 12 of the BMK General Terms and Conditions 2025.

4.1 Structure of Daycare Costs

The costs for childcare are spread evenly over twelve months. You will receive an invoice with the same amount each month. You also receive the same amount of childcare allowance each month.

For daycare the rates are calculated per half day (morning or afternoon) of 5.5 hours. With flexible care, a half-day consists of 6 hours.

Number of weeks	Times	Number of hours per year (for a one day purchase)	Number of hours per month
52 weeks	7.30am - 6.30pm	52 x 11 = 572 hours	47.67
		Total per month	47.67 hours

4.2 Structure of Costs for Toddler Care

Parents who are entitled to childcare allowance will receive part of the costs back through the tax authorities.

Parents who are not entitled to a childcare allowance will receive a monthly invoice from us regarding the parental contribution. The rest is funded by the municipality. The division of parental contribution/council subsidy depends on family income and the subsidy regulation of the council of Tilburg.

4.3 Structure of costs of out-of-school care

The number of hours per half day at out-of-school care depends on the start time of the out-of-school care (chosen by you), the number of half-days you use and the type of care. The structure of the number of hours in out-of-school care is as follows:

The endtime of your child's school is for example 2.30pm

Number of weeks	Times	Number of hours per year (for a one day purchase)	Number of hours per month
40 school weeks	2.30pm – 7pm	40 x 4.5 = 180 hours	15
12 holiday weeks	7.30am – 7pm	12 x 11.5 = 138 hours	11.5
1 school-free /studyday	7.30am – 2.30pm	1 x 7 = 7 hours	0.58
		Total per month	27.08 hours

You will also receive an invoice during the summer months of July and August for:
Toddler care 40 weeks, BSO 40 weeks, and VSO 40 weeks.

4.4 Payment

Payments are made monthly in advance, with the invoice addressed to the parent who entered into the agreement. We send invoices digitally as much as possible.

Payments should be made by direct debit, unless otherwise agreed.

4.5 Childcare Allowance

You can apply for childcare allowance through the Tax Authorities. The amount depends on your personal situation, including your income. You can find more information about this at www.toeslagen.nl.

You must apply for the childcare allowance within three months of the start date of the childcare. You must notify the Tax Authorities as soon as possible about any changes in childcare.

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5. Complaints

See also Articles 14 and 15 of the BMK General Terms and Conditions 2025.

We think it is very important that you share your wishes and issues with the childcare employees and/or the Director. You will find information about how to do so in our complaints procedure on our website, at the bottom in the white bar.

Further Explanation of Childcare

6. Types of Placement Agreements

The placement agreements comply with the Childcare Act. The placement agreement is digitally submitted for signature.

6.1 Daycare (0-4 years)

In daycare we work with an agreement for 52 weeks per year.

Children from two years of age (or possibly younger or older as determined by the local government) use the toddler arrangement for 40 weeks for the first two half-days (or possibly younger or older as determined by the local government). This package can be extended to 52 weeks and to more half-days. For further information about options, please contact the Child Planning Department.

6.2 Out-Of-School Care

We work with variable agreements, tailored to the end times of the school and your personal choices. The end time of the school determines the start time of out-of-school care. We use different rates for the different starting times of out-of-school care. You can choose whether you want the start time of out-of-school care to be linked to the earliest end time of (one of the) affiliated schools or the end time of your child's school. Your own school time is taken as standard. Together with the Planner of Child Planning Department you can calculate which starting time per day of the out-of-school care is most favorable for you. Your choice does not affect the time at which your child must be picked up at the end of the day. Whichever choice you make, your child is welcome until the moment of closing (7.00pm). The monthly amount is based on this and no refund will be given for hours not taken.

In addition, you may choose from:

BSO52: 52-week care (including full-day care for 12 weeks of holidays. This includes school-free or study days communicated by the school in question at the beginning of the school year that fall on the regular day that is taken).

BSO40: 40-week care (excluding holidays. This includes school-free or study days communicated by the school in question at the beginning of the school year that fall on the regular day that is taken).

BSO12: 12-week care (only during the regular 12 weeks of holiday and exclusively school-free or study days communicated by the school in question at the beginning of the school year).

VSO: pre-school care (only during school weeks).

These choices, together with the number of days you purchase, determine your average gross hourly price.

Ask the Child Planning Department about the possibilities at our location for specific wishes.

6.2.1 Primary School School-free and Study Days

The average number of hours on the placement agreement for BSO52 and BSO40 includes standard school-free or study days at primary school.

During a school-free or study day, children with a placement agreement for BSO52 or BSO40 are welcome at out-of-school care all day if the school-free or study day falls on a day of the week on which your child normally also comes to out-of-school care and that is therefore stated in the placement agreement. See also: Footnote 3 on page 5.

Interim days on which the school closes that have not been communicated at the beginning of the school year are not covered by the placement agreement. Each time it will be examined whether and, if so, how this *extra* care will be offered. (This is dependant on the availability of staff, accommodation and interest.). It is possible that additional costs are associated with this extra childcare.

If the school has a school-free or study day on a day other than that stated in your standard placement agreement, and if you wish to make use of the childcare, you must request this: See 8.6 *Request extra childcare*.

7. Adjustment Period

7.1 Adjustment period for daycare

Prior to placement

Your child can come and play at the center to get used to it prior to placement. The Director will discuss with you when it's a good time to do this. You will then come with your child to introduce him/her to the new environment, the childcare employees and the other children. The number of times that your child may familiarise depends on the space available in the group.

During placement

We refer to the first two months after placement as the adjustment period. During this period, we pay extra attention to the well-being of your child. After two months, there will be an evaluation, by a personal meeting (which may be done online) or a written (digital) form.

7.2 Familiarise to Out-Of-School Care

We do not have a fixed orientation moment at out-of-school care. We normally like to invite your child to come to the placement interview. At your request, you may make arrangements with the Director to let your child come and play to get used to it prior to placement. The number of times that your child may familiarise depends on the space available for this in the group.

8. Opening Times and Extra Options

Childcare is, in principle, possible on any working day, 52 weeks of the year. The daycare is also open during school holidays and on school-free and school study days. We are closed on recognised general public holidays (5 May is a National holiday every five years).

8.1 Nursery opening hours

Our daycare center is open every day from 7:30 am to 6:30 pm.

A half day is from 7:30 am to 1:00 pm and from 1:00 pm to 6:30 pm.

The drop off and pick up times are generally as follows:

Bringing between 7:30 am and 9:00 am and between 1:00 pm and 1:30 pm.

Pick up between 12:30 pm and 1:00 pm and between 4:30 pm and 6:30 pm.

8.1.1 Day Parts of Daycare Center

The minimum number of half-days to be taken is two. This allows the child can feel familiar and safe at the daycare center.

At our daycare center, we assume full-day care. Exceptions may be made if the schedule permits or if agreements have been made with external parties. At our preschool we work with half-day sessions.

8.2 Opening Times of Out-Of-School Care

Our out-of-school care facility is open from the earliest end time of one of the linked schools until 7.00 p.m. During school-free or study days of the school and during school holidays, the daycare is open from 7:30 {7:00} am to 7:00 pm.

8.2.1 Half-Day After-School Care

The minimum number of half-days to be taken is one.

8.2.2 School Holidays

During the school holidays, for children using BSO52 or BSO12, the out-of-school care facility is open from 7:30 to 7:00pm. Afternoon care automatically changes into full-day care. This concerns the days on which your child also uses childcare during normal school weeks, i.e. the days that are included in your placement agreement.

Please inform the location in a timely manner if your child will not come to out-of-school care during the holidays. This can then be taken into account in the personnel planning.

8.3. Pre School Care

Our location also offers pre-school care from 7:30 am. This takes place at out-of-school care.

8.4 Cross-Location Care

Cross-location care means that your child is cared for at a different location than where your child is normally cared for. This can occur on school-free days of your primary school. If your out-of-school care can offer cross-location care, the pedagogical policy plan will specify how this will work.

We also run activities together with other out-of-school care centers in the area. This allows us to offer the children more activities. We ensure that there are more playmates and peers. Sometimes the groups are so small that it is more fun for the children to do activities with children from other out-of-school care centers. This happens during closing days of primary schools. But also on other occasions, out-of-school care centers can work together. In the daycare location policy you will find more information about activities together with other out-of-school care facilities.

8.5 Request for Occasional Extra Childcare

It is possible that you unexpectedly need childcare on a different day/part of a day than the days that have been agreed. We offer you the option to occasionally exchange a day/part of a day. We use the following exchange policy.

- (1) Exchange is only possible as long as the capacity (of children and childcare employees) at the location permits and the day requested falls within the terms of the agreement. There is no obligation for the location to allow the switch.
- (2) The term for incidental exchange of childcare days runs four weeks before to four weeks after the missed days (regardless of the calendar year).
- (3) It is not possible to exchange childcare days that fall in a school week with childcare days that fall in a holiday week.
- (4) Childcare days that have not been exchanged within the terms as stated in (i) will lapse. Unused care days are not financially compensated.
- (5) Childcare days that fall on a generally recognised public holiday cannot be exchanged and are not financially compensated because this is taken into account in the rate.

8.6 Request for Extra Childcare

It is possible that you unexpectedly need an extra day/half day of care. You can discuss this with the Director. Extra care is possible if there is room in the group and the staff planning. There is no obligation for the location to make the desired extra daycare possible. We do not charge any costs for the first two half-days in a calendar year in which you make use of extra childcare.

If these two half-days are not (both) used for extra childcare at the end of a calendar year, they will lapse. These are not financially compensated.

Would you like other options that are not yet mentioned here? Please discuss them with the Director of our location. We are happy to discuss what we can do for you.

9. Other

9.1 Reporting Illness / Absence

If your child is ill or cannot come for other reasons, we expect you to inform us as soon as possible. This is also relevant with out-of-school care in connection with the collection of the children from the schools. You can sign out your child via the Childcare Parentsapp.

9.2 Collection by Someone Else

We assume that you, as a parent, will bring and collect your child yourself. If your child is picked up by another adult occasionally or on fixed days, the location must know this in advance, otherwise your child will not be allowed to leave with this adult. You may inform the childcare employees directly about this.

The child may also be picked up by a minor with a written parental consent form. You can request this permission form from the Director of your location.

9.3 Telephone Accessibility

If your child is at daycare, you must be available by telephone. Therefore, you must always notify us immediately of changes to any contact numbers. This can be done through the ParentApp or by emailing the director or Child Planning Department.

9.4 Off-Site Activities

For activities organised by the location (with third parties, so away from the location), we ask parents for written permission to participate. The location will arrange transport to and from the activity in accordance with the transport policy or agree that parents will pick up their child at the activity.

10. Liability

The location is not liable for the loss and/or breakages of property of the child and/or parent, insofar as this is not the direct result of the careless action on the part of the location. We request that you do not give valuable items to your child and that your child is dressed in suitable (outdoor) play clothes so that they may participate in all activities without hindrance.

Insurances

Our location has liability insurance and accident insurance. Parents must also have liability insurance.

Laws and regulations

All locations, parents and carers must adhere to the rules set by authorized third parties for the childcare centers. This concerns laws and regulations of, for example, the national government, municipality, fire brigade and police.

11. Privacy

In order to guarantee good childcare, we need personal information of parents and child(ren), such as name, address, account number, medical data and aspects of upbringing. We take the privacy of parents and child(ren) very seriously. We handle the personal data that is shared with us with great care and in accordance with the General Data Protection Regulation (GDPR). We explain how we do this in our Cookie and Privacy statement, which can be found on the website of our location.