

Additional Terms and Conditions Mirakel

In addition to the Terms and Conditions for childcare, day care and out-of-school care 2019.

Article 1. Applicability

These additional terms and conditions (the “Terms and Conditions”) are relevant for the products and/or services of Mirakel B.V. and apply in addition to the parent/caregiver (the “parent”) closed contract childcare (the “Contract”) and the Terms and Conditions for childcare, day care and out-of-school care 2014 (the “industry conditions”). In case of a conflict between the contract and these Terms and Conditions the content of the contract prevails.

Article 2. Payment

1. The annual amount shall be charged in twelve equal amounts per month regardless of any less recorded childcare days in that month.
2. Payment of the bill is prior to the month of given childcare.
3. Any complaint regarding Mirakel doesn't imply suspension of the payment obligation.

Article 3. Changes and/or termination of the contract

1. The contract can only be terminated digitally or in writing partially or in full respecting a change or notice period of **1 (one) month**.
2. When changing the contract the parent has taken more childcare hours than what they are contractually entitled to, these additional hours are charged by Mirakel. Mirakel doesn't give restitution in the event of changes and/or terminations.
3. In the event of calamities and/or unforeseen circumstances day care can take place immediately at another location. In addition to article 10 paragraph 3 of the interbranch conditions these can be classified as weighty reasons:
 - The situation in which one parent or both parents lose their custody of the child.
 - If, according to Mirakel, there is a poor understanding between co-workers of Mirakel and the child/or the parent on the basis of which continuation of the services of Mirakel cannot be required.

Article 4. Opening and closing times

1. All locations are closed on Saturdays, Sundays and on general recognised public holidays. Mirakel is entitled to change its opening hours provided that these changes are communicated in writing to the parents at least two months prior to the effective date of the change.
2. The parent must make sure to pick up the child at the location at the latest at closing time, unless the child is allowed to leave the location on its own based on written agreements between the parent and the location.
3. There are different closing times on the 5th, 24th and 31st of December. Not offered childcare hours due to the premature closing times cannot be exchanged or refunded.



Article 5. Exchange days and extra days

For both 52 weeks and 48 weeks arrangements you can request 6 exchange days considering the following conditions:

- Exchange is only possible when the group is not full.
- Exchange days cannot be exchanged for a public holiday or a strike day.
- Exchange days must be traded in during the same calendar year.
- Parents with a 48 weeks arrangement can only trade them in during the day care weeks belonging to their contract.

In addition to the exchange days we offer 8 extra days at a discount of 50%. Again, only when the group is not full.

Article 6. Half-day care

An agreement for half a day is always a temporary agreement. When we get a request for a whole day we will first offer it to the current customer. If this customer does not want to use the whole day, Mirakel can end the half-day care with a one month notice period.

Article 7. Arrangements

From the 1st of January 2020 we will no longer offer the 46 weeks arrangement for new parents. The current parents can continue this arrangement until the end of their contract. For the arrangements we have the following terms:

1. All arrangements start from the start date of the care agreement and can be changed in the meantime, provided that it's requested one month in advance.
2. With an arrangement of 48 weeks you can take a holiday of three consecutive weeks and one other week during a self-chosen period. This can be passed on at the location.
3. Mirakel shall not refund changes and terminations.

Article 8. Transport to out-of-school care

If there is an out-of-school contract for a child going to a school from which Mirakel doesn't pick up the children, the parent must organise the transport of that school to our location their selves.

Article 9. The provision of personal data

1. In order to allow the Tax Office to check on the payment of childcare allowance, the BSN of the parent and that of the child should be provided to Mirakel in good time. The parent has to provide all personal data necessary for the implementation of the contract (such as name, address and BSN) accurately and in good time to Mirakel. Changes to the personal data mentioned before should be passed on in writing to Mirakel within one week of the change taking effect.
2. In order to provide childcare allowance, the Tax Office requires Mirakel to verify the identity of parents and their child on the basis of a valid identity document. The parent is required to cooperate in such identity verification.



Article 10. Liability

Mirakel does not accept any liability if it is unable to provide childcare due to force majeure. This includes: strike of personnel, (nature) disasters, terrorism and other risks that are not covered by insurance.

Article 11. Use of social media

Mirakel uses social media such as Facebook, Twitter and the website. Pictures of the children are regularly posted. If the parent objects to the use of photos of their child, they can indicate this on the 'consent form photo use' which is handed out to the parent at the time of the intake by the (assistant) manager.

Article 12. Change in Additional Terms and Conditions

Mirakel reserves the right to change the Additional Terms and Conditions, whether or not as a result of changes in laws and regulations. Mirakel will notify the changes to the parent in writing no later than one month before the end of the year. If the Terms and Conditions are changed one-sided in disadvantage of the parent, parents are entitled to end the contract for the day on which the change takes effect. In the absence of such a cancellation, the parents are bound by the changed conditions.

