

## **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 invoice takes place prior to the month of received care for the Amstelveen, Amsterdam and BSO Vinkeveen branches.
3. For the branches KDV Troetels and KDV and BSO de Stal, billing takes place around the 18th of each month. The automatic debit is debited around the 26th of the month. After the payment deadline has passed, a reminder is sent. The parent is given the opportunity to pay the invoice within 14 days, starting the day after receipt of the reminder.
4. 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. 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. There are different closing times on the 5<sup>th</sup>, 24<sup>th</sup> and 31<sup>st</sup> of December. Not offered childcare hours due to the premature closing times cannot be exchanged or refunded.  
The branches in Vinkeveen and Waverveen will be closed the last week of the year (week 52).



3. 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.

### **Article 5. Packages**

#### Branches KDV Troetels, KDV and BSO Troetels and BSO Vinkeveen

Mirakel operates a 51-week arrangement. This means that the branches in Vinkeveen and Waverveen are closed during the last week of the year (week 52).

#### Branches Amstelveen and Amsterdam

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

1. All packages 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. Per package parents can use exchange days under certain conditions (article 6).
3. For the 48-week arrangement, the following conditions apply when taking holidays:
  - Three consecutive weeks during the summer holidays (Northern Region), to be passed on before 1 March of each calendar year at the latest.
  - One week during the Christmas holidays (Northern Region), to be notified no later than 1 October of each calendar year.
4. For the 46-week arrangement, the following conditions apply when holidays are taken:
  - Six weeks' holiday must be taken within the fixed holidays of Region North during the year. For example:
    - 3 weeks of summer holidays of (Region North) to be notified before 1 March of the calendar year at the latest.
    - Two weeks during the Christmas holidays.
    - One week during the spring holidays (Region North), to be notified no later than 1 October of each calendar year.
    - Any other combination of holiday intake within the fixed holidays of Region North also to be communicated before 1 March or, in case of a holiday in autumn, before 1 October.

If Mirakel does not receive a holiday notification before the dates mentioned in points 3 and 4 above, we will be obliged to send an extra invoice for the holidays not taken. These days will be invoiced as extra holidays (see rates Kinderopvang Mirakel).

### **Article 6. Exchange days and extra days**

Within all arrangements, parents can request exchange days (total leave, absent, sick) under the following conditions:

- Exchanging days is a service provided by Mirakel; no rights can be derived from this. This means that we cannot guarantee that all missed days can be made up.
- An exchange day is only possible if availability in the group allow it.
- A public holiday or strike day cannot be converted into an exchange day.



- Exchange days must be taken within the same calendar year. Exchange days are valid until 31 December of each calendar year and cannot be carried over to the next year.
- Parents with a 48- and 46-week arrangement can only use exchange days in the weeks of care accompanying their contract.
- At the end of the placement agreement, unused days of absence expire. These hours cannot be used to purchase days after the childcare has been discontinued.
- An exchange day can be requested at the earliest 2 weeks in advance.

The children can come to after school care on study days. However, we can only offer this service in the presence of more than 5 children. For clarity about the number of registrations for a study day, please contact the supervisor of the location where your child is placed.

In addition to the exchange days we offer extra days against the regular daily tariff. Again, only when the group is not full.

#### **Article 7. 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 8. Transport to after school care**

If there is an after school care 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.

