

Terms of delivery.

Korein offers various childcare services including day care, pre-school playgroups, after school activities (Discover more), lunch break childcare, and out-of-school care.

Enrolment, placement and quality.

- In order to enrol, an enrolment form (available in digital format) must be completed.
- Placement of children at Korein is made on the basis of the placement policy.
- Parents (where 'parents' appears in the following text, this may also be read as 'parent(s)/carer(s)') receive a contract. Apart from these Terms of Delivery, Korein Kinderplein's most recent House Rules and the sector organisation's current General Terms and Conditions apply to this contract.
- To guarantee quality, Korein employs an educational policy plan and protocols where applicable, which may be inspected on request.

Payment Terms and invoicing.

- Payment is made on receipt of an invoice and in advance. Lunch break care is invoiced in arrears. Parents receive an email in the parental portal, stating that the invoice is ready. All payments must be made in euros. In principle, Korein invoices the annual costs of the services to be provided (also referred to as products) in 12 equal monthly instalments, unless otherwise agreed in writing. In case of early termination, there is no obligation on the part of parents to subsequent payment of the difference between the actual number of hours of childcare received at the moment of termination of the contract and the average number of hours of childcare per month on which the invoicing has been based. Likewise, Korein is not obliged to refund any hours invoiced over and above the actual number of hours of childcare received at the moment of termination of the contract.
- All invoice amounts are in principle collected on the 3rd day of the month by means of direct debit collection. Korein informs parents of the amount and the collection date at least 3 days before the collection date.
- Purchasing of lunch break care is conditional on parents providing Korein with an authorisation to direct debit collection. Should parents fail to provide such an authorisation, they will be unable to purchase this product.
- If the amount owed is not paid in time, the parents are in default without judicial intervention or notice of default being required.
- In the absence of payment in time, the parents are obliged to pay the collection charges as stipulated in the Extrajudicial Collection Costs (Standards) Act. These costs amount to the statutory minimum amount for collection charges of € 40 at least.
- In the absence of payment in a timely manner, the parents will owe Korein interest on the invoiced sum, amounting to the statutory interest rate.
- In case of payment arrears of at least 2 months, the placement may be terminated with immediate effect. Fresh applications or requests for changes will not be dealt with until the payment arrears have been fully compensated.

Rates.

- The rates and products stated on the list of rates are fixed annually. This list of rates can be found at www.korein.nl.
- Prices per product are adjusted annually on the basis of, among other things, the Dutch Consumer Price Index, developments in the Dutch collective bargaining agreement for the childcare sector (CAO Kinderopvang), pen-

sion premiums, taxes and social security contributions.

- Parents will be notified in writing of the adjusted rate per child placement one month before the price rise takes effect. In case of a price rise higher than the Consumer Price Index, the parents' committee will be asked in advance for its advice, where applicable.
- Most products are sold per part-day. Additional costs are charged for the use of Occasional care. Lunch break care is sold per lunch break.

Force majeure.

- In case of force majeure, Korein is entitled to fully or partially suspend performance of the agreement for the duration of the force majeure, without being liable for compensation.
- If the situation of force majeure continues for two months, both parties have the right to extrajudicially terminate the agreement fully or partially by means of a written statement, without Korein being liable for compensation, including when Korein has gained some advantage as a consequence of the force majeure.
- Among other things, force majeure is defined as facts and circumstances which prevent the full or partial performance of the contract concluded with the parents and which cannot be attributed to Korein, or circumstances as a result of which performance cannot reasonably be expected, regardless of whether those circumstances could have been foreseen at the time the contract was concluded. Such facts and circumstances include labour strikes, general transportation problems, and the occurrence of infectious diseases among children at a certain location. If, on commencement of the force majeure, Korein has already partially met its obligations or has only been able to partially do so, Korein is entitled to charge parents separately for that which it has already performed. In such an event, parents are obliged to pay that which is charged as though it concerned a separate contract.

Cancellation and termination.

- Various services (products) are offered by Korein, including day care, pre-school playgroups, lunch break care, and out-of-school care. These products are offered for both whole days (11 hours) and for part-days (less than 11 hours).
- Either party may fully or partially cancel or terminate the contract, provided that only the total number of hours which the parties have agreed for the day or days in question to which the cancellation/termination relates can be cancelled/terminated.
- Any notice of cancellation or termination must always be given in writing/by email. The date of receipt of the written termination or cancellation is the determining factor for Korein.
- From the moment of its signature, the agreement can be cancelled free of charge up to a month before its date of commencement. Cancellation charges equal to the contractually fixed amount for one month of childcare apply to cancellations made within the pre-commencement month.
- A notice period of one month applies to parents in all cases.
- Termination can take place with effect from any day of the month. The last day of the contract is always a contract day.
- Parents are personally responsible for signing children in

and out for lunch break care. When a child is not digitally signed out before 11.30 a.m. on the day in question, the costs are charged.

- The contract may be cancelled without giving notice in the following cases:
 1. If a child on whose behalf the contract has been concluded dies;
 2. If the child on whose behalf the contract has been concluded becomes permanently disabled and the disability is such that adequate childcare is no longer considered reasonably possible;
 3. Korein may terminate the contract if circumstances arise such that, in Korein's opinion, it cannot reasonably be expected to continue the contract. This may be the case when, for example (but not exclusively), the parents fail (or do so repeatedly) to meet their obligations in respect of Korein, or fail to do so in a timely manner, when House Rules are broken (or repeatedly broken), or in case of a disturbed relationship between parents on the one hand and Korein Kinderplein on the other hand. In case of termination, Korein has the option of choosing whether or not to observe a notice period notice, depending on the concrete circumstances of the case.
 4. Children who do not abide by the rules set out in the educational work plan may, following repeated discussions between the child, parents and school, be excluded from lunch break care. Korein may terminate the contract on this basis, with or without observing a notice period. Termination on this basis must always be in writing.

Parental portal/parental app.

Korein offers parents access to a digital file system (parental portal). Parents can gain online access to their child's file using a password. In addition, parents can also use the parental app. Using a PIN code, parents can keep up to date on developments concerning their child's childcare via their smartphones. No additional costs are charged for these services. Parents themselves are responsible for verifying the data and keeping it up to date, as well as for the password. Any changes made by parents are binding.

After-school activities ('Keep Discovering').

Besides childcare, the Korein centre also offers community services specifically aimed at the children's development. These are called 'Keep Discovering Activities'. The following provisions apply to these activities in addition to the stipulations of the Terms & Conditions of Delivery:

- Children can be registered for participation in a 'Keep Discovering Activity' on our website. The agreement with Korein is concluded once Korein has confirmed the registration in writing.
- Children can only participate in the full 'Keep Discovering Activity' – it is not possible to register for only some components of an activity. Any activity components that a child is unable to attend cannot be attended at a later date and missed components will not be refunded.
- If there are insufficient registrations for any 'Keep Discovering Activity' – to be determined by Korein –, this activity may be cancelled without Korein owing any compensation.
- For existing Korein customers, after registration the costs of the activity will automatically be charged to their bank account via direct debit. Parents/caregivers who have not filled out a direct debit authorisation yet will receive an invoice.

Divorce or termination of cohabitation contract.

In case of a divorce, parents are each separately obliged to conclude a new contract in relation to the childcare within a period of two months from the date of the divorce. Following the divorce, each parent is jointly and severally liable for the costs of the childcare. This article also applies

to parents who cohabit without being married or entering into a cohabitation contract, but who end their cohabitation.

Privacy.

Parents are aware that photos and/or video recordings may be made of the children, for example during special activities. Parents are aware that Korein may make use of these photos, for example for its website, Facebook pages, brochures, lectures and/or seminars, etc. If the parents have objections to the use of photos and/or video recordings of their child, they must inform Korein of this in writing. Korein will subsequently do everything in its power to ensure that such recordings are not used, or if used, that the child is not immediately recognisable. On the basis of its privacy regulations, Korein treats all of the information it receives as confidential. It will record all of the information it receives in a registration system and, except where the law prescribes otherwise, will not make this information available to third parties. Korein's privacy regulations can be found on our website (www.korein.nl). Email addresses provided by parents will in principle only be used in the context of the performance of the contract and for business purposes, such as the sending of invoices and product and/or pricing information.

Data exchange.

Parents agree to the exchange of data concerning the child between Korein and the primary school, insofar as this is in the child's interest.

Liability and insurance.

Korein does not accept any liability for damage suffered by parents and third parties, except in cases where Korein's liability insurance allows such a claim. In that event, this liability is limited to the amount paid out by the insurer. Korein has taken out an accident insurance policy. The parents indemnify Korein against any costs and damage that Korein may incur or suffer as a result of third parties instituting proceedings against it due to a fact for which the liability of the parents is excluded. The parents are obliged to take out liability insurance in relation to any damage caused by the child to Korein and/or its employees (including temporary employees) or to third parties. The parents are obliged to submit a certificate of insurance at Korein's request. Korein is under no circumstances liable for damage due to loss of, or damage to, children's property.

Parents' committee.

Where applicable, Korein has a parents' committee in place, which may be local. The way in which this committee is composed, and its current composition can be found on Korein's website (www.korein.nl).

Complaints procedure.

The complaints procedure can be found on Korein's website (www.korein.nl).

Disputes.

Dutch law applies to all contracts between Korein and parents. Any disputes arising from the contract between Korein and parents or any contracts which are a consequence thereof will only be submitted to the Court of East Brabant (Oost-Brabant). This does not affect the right of parents to settle the dispute in consultation with Korein by means of arbitration or a binding decision.