

# CompaNanny

## Additional Terms and Conditions

### Article 1 Definitions

Below you find a glossary explaining the main terms used in this Contract:

- **CompaNanny:** CompaNanny Nederland B.V. or one of its subsidiaries, as specified in the Contract, which provides care to the Parent at CompaNanny's day-care centres and out-of-school childcare locations for children between 0 and 12 years of age.
- **Parent:** the parent(s), carer(s) or legal guardian(s) who purchase services from CompaNanny. The Parent is an individual.
- **Main Contract Holder:** the Parent who has signed the Contract, when only one Parent signs the Contract.
- **Child:** the child to whom Childcare is provided and for whose benefit the Contract is entered into.
- **Branch Terms and Conditions:** the General Terms and Conditions for Childcare, Day Childcare and Out-of-School Childcare of the Childcare Branch Organisation.
- **Additional Terms and Conditions:** these Additional Terms and Conditions of CompaNanny.
- **Daycare:** Childcare provided by CompaNanny for children up to primary school age.
- **Out-of-School Childcare:** Childcare provided by a Childcare Centre for children of primary school age, providing Childcare before or after daily school hours, as well as during free days or afternoons and school holidays.
- **Kindergarten:** an accommodation for the care of children aged 2 to 4 years, operated by CompaNanny. Here, Childcare is provided in the mornings, excluding school holidays.
- **Childcare:** the commercial or other than gratuitous care, upbringing and contribution to the development of children until the first day of the month on which secondary education begins for the children.
- **Pre-school Childcare:** an accommodation for the care for children aged 4 to 12 years old, operated by CompaNanny. Here, Childcare is provided before daily school hours.
- **Care:** collective word for Day Childcare, Out-of-School Childcare, Kindergarten, Childcare and Pre-school Childcare.
- **Contract:** the placement contract (agreement) between the Parent and CompaNanny in relation to Childcare. The Contract is subject to these Additional Terms and Conditions.
- **Commencement Date:** the date from which the Childcare takes place as set out in the Contract.

- **Effective Date:** the date on which the Contract is entered into.
- **Cancellation Date:** the date on which the Contract was cancelled before the Start of the Childcare.
- **Parties:** the Parent and CompaNanny.
- **In writing:** written, including 'digital' (in electronic form), unless otherwise required by law.
- **Regular Childcare:** the Parent takes the same days of Childcare each week.
- **Flexible Childcare:** the Parent takes changing days of Childcare each week.
- **School Closing Days** (study days and tuition-free days): days/parts of the day for which the school has communicated at the beginning of the school year that it is closed, other than generally recognised public holidays and official holiday weeks.

### Article 2 Applicability

- 2.1 These Additional Terms and Conditions apply to the Contract and any supplements to the Contract entered into by CompaNanny for the benefit of Childcare and to the arrangements/Contracts arising therefrom.
- 2.2 During the drafting of these Additional Terms and Conditions, the Branch Terms and Conditions version 2025 apply.
- 2.3 These Additional Terms and Conditions apply in addition to the Branch Terms and Conditions. This means that these Additional Terms and Conditions as well as the Branch Terms and Conditions apply.
- 2.4 The Branch Terms and Conditions may change from time to time. In the event of a change in the Branch Terms and Conditions, these Additional Terms and Conditions shall apply in addition to the future version of the Branch Terms and Conditions. CompaNanny reserves the right to change its Additional Terms and Conditions if the Branch Terms and Conditions so require, or if CompaNanny switches to another Branch Organisation.

## Article 3 Registrations

- 3.1 Registrations can be made via the registration form on the website [www.compananny.nl](http://www.compananny.nl).
- 3.2 The Parent will receive written confirmation of registration.
- 3.3 Confirmation of registration does not guarantee a place at CompaNanny.

## Article 4 Placement policy and formation of the Contract

- 4.1 After registration, CompaNanny will do its best to reserve a place for Childcare for the Parent. In certain situations, CompaNanny applies a priority policy when placing a Child. Some situations (non-exhaustive list) are listed below as examples. CompaNanny has discretion to apply this policy for:
  - Siblings of children placed with CompaNanny.
  - Persons affiliated to CompaNanny or persons relevant to the conduct of business.
  - Already placed children with CompaNanny who wish to extend or change their days.
  - A Parent who wishes to take services on an unpopular day in combination with days that are popular will be given priority over a Parent who wishes to take services on the popular days only.
  - Children who have been placed with another CompaNanny location.
- 4.2 As soon as a place can be reserved for the Child that may suit the wishes of the Parent, CompaNanny will contact the Parent via email or telephone to make an offer. Hereby, the Parent is given a deadline for response. In case of no or an untimely response from the Parent, the place will be offered to another Parent and the Parent can no longer claim it.
- 4.3 The agreement (the Contract) is concluded when CompaNanny has received the Contract signed by the Parent. After signing the Contract, the Parent will receive a copy of the signed Contract confirming the placement.
- 4.4 Any particularities of a medical and/or social nature relating to the Child for which special social care or attention is required, must be reported to CompaNanny no later than the time of offering a place as referred to in Article 4.2.

## Article 5 Products and services

- 5.1 Some services and/or locations may have their own additional terms and conditions. If there are such additional terms and conditions, these Additional Terms and Conditions will be shared as part of the offer and contract.
- 5.2 CompaNanny applies a minimum placement duration of two months for each form of Childcare, unless otherwise agreed between the Parties.
- 5.3 CompaNanny reserves the right to adjust or terminate the composition of the groups, the various products, services and additional services if this is in the interest of the business operations and/or the care of the children placed at that time, whether per location or not, during the term of the Contract. During the term of the contract, CompaNanny reserves the right to change or terminate the childcare hours offered per day (in the case of After-School Care, whether or not, as a result of changed school hours), the number of weeks open per year, opening and closing hours, transportation and costs of transportation or other activities (whether or not by branch) if this is in the interest of management operations and/or to provide childcare for children who are enrolled at the time.
- 5.4 As soon as a change/end of the Contract as referred to in the preceding provision (Article 5.3 of these Additional Terms and Conditions) is at issue, CompaNanny shall inform the Parent at least one month before the change or end date, except in case of barring calamities or unforeseen circumstances, where changes can take effect as soon as possible. If, in CompaNanny's opinion, a suitable alternative is available, the Parent will receive an offer with changed product(s) and/or service(s) as per the change or end date. If the Parent does not accept the offer at least two weeks before the change date, CompaNanny will assume that the Parent does not wish to use the changed offer and the current Contract will terminate as of the change date. If CompaNanny cannot offer the Parent an alternative upon termination of a product or service, the Contract shall terminate as of the termination date specified by CompaNanny.
- 5.5 If the Parent does not agree to a change as described in the preceding provision (Article 5.4 of these Additional Terms and Conditions), the Parent has the right to terminate the Contract after the announcement of the change, subject to one month's notice.
- 5.6 In the event that the change in the Contract results in a substantial change in the Childcare to be provided, the Parent has the power to terminate the Contract with effect from the day on which the change takes effect.
- 5.7 If the Child is foreseen to be cared for at another location (with the exception of Out-of-School Childcare during School Closing Days and/or school holidays), the Parent must give his/her contractual consent in advance. In the absence of written consent, the Child cannot be accommodated in connection with laws and regulations.

## Article 6 The Contract and the Contract Parent

- 6.1 The Parent declares to have authority over the Child or, if this is not the case, to have the consent of the other Parent with authority or of the legal representative. The Parent shall provide proof of this at CompaNanny's first request.
- 6.2 CompaNanny assumes that if there is another Parent with authority, the Parent has permission from the other Parent to enter into the Contract. In such a case, the Parent signs the Contract on behalf of the other Parent and has explicit permission from the other Parent to enter into the Contract or to agree on structural changes to it. If the parents do not agree with each other to enter into the Contract and/or the Childcare, the Parent can by submitting a court order or divorce covenant prove that obtaining consent, as referred to in this Article, is not necessary.
- 6.3 Parents are legally obliged to inform each other about important matters concerning the Child. The Parent therefore coordinates matters concerning Childcare with the other Parent if both Parents have parental authority.
- 6.4 Another Parent (with or without custody) is entitled to receive information about important facts and circumstances of the Child. CompaNanny shall ensure the provision of such information.
- 6.5 If it turns out that the Parent did not enter into the Contract at the time of signing it with the consent of the other Parent with custody, or requested a structural change without the knowledge of the other Parent with custody at the time of the request, CompaNanny shall give the Parent the opportunity to yet reach agreement with the other Parent on the manner of continuing the Contract. If this situation occurs:
  - a. after the Childcare Start Date or the commencement date of a structural change of the Contract and the Parents do not subsequently reach an agreement within a period of one month, CompaNanny shall, due to the lack of the required consent, terminate the Contract or cancel the change, with due observance of a notice period of one month;
  - b. in the period between the Effective Date and the Childcare Start Date or the commencement date of a structural change of the Contract and the Parents after one month or - if less than one month prior to Childcare Start Date or the commencement date of a structural change of the Contract is remaining - at least one week before that commencement date, CompaNanny shall inform the Parent in writing that the Contract or change will not take effect due to the lack of the required consent. CompaNanny will then interpret this as a cancellation in the sense of Article 8.4 of these Additional Terms and Conditions.

- 6.6 Within the framework of the Contract, CompaNanny has the freedom to fill in the Childcare as it sees fit.
- 6.7 CompaNanny reserves the right to change these Additional Terms and Conditions that are applicable to the Contract. Changes to these Additional Terms and Conditions will then be agreed with the Parent.
- 6.8 If a new location is to be opened, contracts shall be entered into under the resolute conditions that all renovation works to put the Childcare Facility into operation have been fully completed and that CompaNanny has obtained the necessary permits required for putting the Childcare Facility into operation from the authorities. CompaNanny cannot be held liable for any damage suffered by the Parent in case - due to any circumstance whatsoever - the Childcare Facility cannot be put into use, or at a later date.

## Article 7 Duration and extension of the Contract

- 7.1 The Contract is entered into for the following term based on the agreed type of Childcare:
  - a. for Day Childcare until the day that the Child reaches the age of four years;
  - b. for Out-of-School Childcare until the day that the Child reaches the age of twelve years.
- 7.2 In deviation from the above (Article 7.1 of these Additional Terms and Conditions), the Parties may agree on a shorter or longer duration.
- 7.3 An extension of the Contract shall be agreed in writing. This can be requested by sending an email to [info@CompaNanny.nl](mailto:info@CompaNanny.nl) for the attention of the Planning Department stating "Extension + first and last name of the Child + Name of CompaNanny Location. The extension is only agreed upon after written confirmation by CompaNanny.

## Article 8 Cancellation of the Contract and cancellation fee

- 8.1 The Parent may cancel the Contract from the time of signing (the Effective Date) until the Childcare Start Date.
- 8.2 Cancellation of the Contract can be done by sending an email to [info@CompaNanny.nl](mailto:info@CompaNanny.nl) for the attention of the Planning Department stating "Cancellation of Contract + first and last name of the Child + name of the CompaNanny Location".
- 8.3 The date on which CompaNanny has received the cancellation in good order applies as the Cancellation Date. In this regard, the notice (cancellation) shall be deemed to have been received on the date of the email with which the notice was sent, or on the date on which the electronic notice was sent, unless a later date is specified in the notice.
- 8.4 In the event of cancellation, CompaNanny may charge a fee. The amount of the fee will be determined on the basis of the date of signing the Contract (Effective Date), the Childcare Start Date and the Cancellation Date.
- If a Parent cancels less than one month before the Childcare Start Date, the amount of the fee shall be equal to the amount owed by the Parent for one month of Childcare.
  - If a Parent cancels one or more months before the Childcare Start Date, the amount of the fee shall be equal to the costs incurred by CompaNanny for the execution of the Contract.
- 8.5 Partial cancellation is not possible.
- 8.6 Shifting the Childcare Start Date is only possible if the birth takes place later than the due date. The Childcare Start Date can be postponed by the number of days by which the birth took place later, with a maximum of two weeks.
- 8.7 If the Parent wishes to cancel the Contract due to a medical reason, the Parties shall consult with each other in this regard. CompaNanny advises the Parent to contact the Planning & Placement Department.

## Article 9 Contract change & family composition

- 9.1 The Parent can submit a request for extension, (partial) termination or change of the Contract via an email to [info@CompaNanny.nl](mailto:info@CompaNanny.nl) for the attention of the Planning & Placement Department, stating "Change of Contract + first and last name of the Child + name of the CompaNanny Location". After processing the request, this change will always be confirmed by CompaNanny to the Parent by email. The change is only approved after written confirmation by CompaNanny. If no place is available, the Child will be placed on the waiting list.
- 9.2 In the event of any disagreement between the Parent and the other Parent in the sense of (ex-)partners, CompaNanny will stand aside in order to be able to provide a neutral basis for the Child.

## Article 10 Termination of the Contract

- 10.1 The Childcare Contract ends by operation of law on the day before the Child's 4th birthday in the case of Daycare. In the case of Out-of-School Childcare, the Contract ends by operation of law the day before Child's 12th birthday. In deviation from the above, the Parties may agree on a shorter or longer duration. In addition, the Contract ends by written (interim) termination by one of the Parties.
- 10.2 If the Parent wishes to purchase Out-of-School Childcare as soon as the Child turns four, this does not happen automatically. The Parent must register for this by sending an email to [info@CompaNanny.nl](mailto:info@CompaNanny.nl) for the attention of the Planning & Placement Department, stating "Request for Out-of-School Childcare + first and last name of the Child + name of the CompaNanny Location".
- 10.3 Temporary termination, pausing or freezing of the Contract is not possible.
- 10.4 A (partial) cancellation must be made in writing by the Parent to CompaNanny via an email to [info@CompaNanny.nl](mailto:info@CompaNanny.nl) for the attention of the Planning & Placement Department stating "Cancellation/Partial Cancellation + first and last name of the Child + name of the CompaNanny Location", with due observance of a notice period of one month, preferably as of the 1st or 16th of the month. During the notice period, the payment obligation of the Parent shall continue.
- 10.5 In addition to Article 6 of the Branch Terms and Conditions, CompaNanny is entitled to terminate the Contract on the following (non-exhaustive) grounds:
- A. If the Parent is in default in accordance with Article 20.6 of these Additional Terms and Conditions and the claim against the Parent remains unpaid two (or more) months after the invoice date in accordance with Article 20.7 of these Additional Terms and Conditions.

- B. The circumstance that CompaNanny, due to a cause not attributable to it, for a longer period of time or permanently becomes unable to perform the Contract.
  - C. A business necessity occurs that threatens the continuity of the Childcare Facility where the Child is placed.
  - D. If it turns out that a Child has been placed in a Childcare Facility who exhibits such behaviour that the Child cannot be cared for in the manner customary at CompaNanny, and/or that this causes danger to the Child himself/herself or to the mental and/or physical health of the other children.
  - E. In case of suspension of payments, debt restructuring or bankruptcy of the Parent.
  - F. If one or both of the Parents lose custody of the child.
  - G. If the Parent exhibits behaviour contrary to the Code of Conduct (see Code of Conduct for more information).
- 10.6 The Contract will be terminated with immediate effect, with the agreement of both Parties, in the following cases: permanent disability of the Child (so that Childcare can no longer be used) or illness of the Child which has lasted one month prior to the date of termination and the Child has not used the Childcare.

## Artikel 11 Poachingbeding

Het is voor de hoofdcontractouder verboden om tijdens de looptijd van het Contract en tot 18 maanden na beëindiging daarvan, direct of indirect, werknemers van CompaNanny te benaderen om hen te laten werken voor de Hoofdcontractouder of om hen in te schakelen voor de opvang van hun kind(eren). Bij een overtreding is de hoofdcontractouder een boete van € 2.500,-- verschuldigd aan CompaNanny, zonder dat een waarschuwing of ingebrekestelling vereist is. Elke dag dat de overtreding voortduurt, wordt de boete verhoogd met € 500,--. CompaNanny kan in plaats van deze boete ook schadevergoeding eisen.

## Article 12 Closing days

- 12.1 CompaNanny is closed on the following days: New Year's Day, Good Friday, Easter Monday, King's Day, Ascension Day, Whit Monday, Christmas Day and Boxing Day, and on Liberation Day.
- 12.2 On 24 December and 31 December, all locations close at 5 pm.
- 12.3 CompaNanny is closed to staff for a maximum of two study days per year, to be designated each year.
- 12.4 Study days are announced no later than two months before their dates.
- 12.5 CompaNanny study days are credited to Parents who are entitled to Childcare on the day(s) in question.
- 12.6 CompaNanny may be closed one week per year due to renovation work.
- 12.7 Renovation days will not be credited to Parents who are entitled to Childcare on the day(s) in question.
- 12.8 Other days when CompaNanny is closed or closes earlier will not be financially compensated to the Parents in question.

## Article 13 Childcare during study days and days off

- 13.1 CompaNanny offers Childcare on School Closing Days. There is no guarantee for Childcare on School Closing Days that do not fall on the agreed contract days. It is possible to request Childcare for an extra day. This request must be made in good time.
- 13.2 CompaNanny offers Childcare on School Closing Days for children attending schools served by CompaNanny, taking into account the School Closing Days set by those schools.
- 13.3 This arrangement (Article 12 of these Additional Terms and Conditions) applies only to School Closing Days and not to timetable constructions (such as a whole day off once a month for lower classes) or to other causes that cause a school to be closed (earlier), including in the event of a teaching strike or tropical schedule).

## Article 14 Admission of children

- 14.1 CompaNanny admits children older than 8 weeks in its Childcare Program, unless otherwise agreed by the Parties.
- 14.2 The Parent shall inform CompaNanny if one or more of his/her children has not been vaccinated against Diphtheria, Whooping Cough, Tetanus, Poliomyelitis, Mumps, Measles, Rubella, Hib (e.g. meningitis, blood poisoning), Pneumococcal and Meningococcal C according to the rules set by the Infant and Toddler Consultation Bureau. If CompaNanny has not been notified by the Parent of the absence of the aforementioned vaccinations, this will constitute a serious ground for CompaNanny to terminate the Contract with the Parent in accordance with Article 10.4 of these Additional Terms and Conditions.

## Article 15 Provision of Personal Data

- 15.1 CompaNanny collects and processes personal data that the Parent himself/herself has provided to CompaNanny. For the manner in which CompaNanny handles personal data, it refers to its Privacy Statement. The Privacy Statement can be viewed on the website of CompaNanny (<https://www.compananny.com/privacy/>).
- 15.2 The Parent provides necessary personal data such as name, address and email address prior to the contract offer.
- 15.3 CompaNanny is obliged, based on laws and regulations surrounding the payment of childcare allowance by the Tax Administration, to check the identity of the Parent and the Child on the basis of valid identity document. For this reason, the Parent must provide CompaNanny with the BSN number of the Parent and of the Child to whom the Childcare is applicable, prior to the Childcare Start Date via the secure environment of the Parent Portal. Failure to do so by the Parent may have (adverse) consequences for the childcare allowance and/or the Contract.
- 15.4 Any changes in personal data should be communicated immediately via the secure environment of the Parent Portal.
- 15.5 Laws and regulations are constantly being amended. If an adjustment takes place that obliges CompaNanny to provide additional (personal) data to the Tax Administration and/or any other government agencies, the Parent shall cooperate.
- 15.6 If the foregoing provision (Article 14.5 of these Additional Terms and Conditions) applies, CompaNanny shall inform the Parent and request CompaNanny in writing to provide the additional (personal) data. The Parent must then provide the requested additional (personal) data to CompaNanny within 14 days.

## Article 16 Childcare allowance

- 16.1 The Parent is responsible for a timely and correct application of childcare allowance with the Tax Administration.
- 16.2 The Parent himself/herself is responsible for the timely and correct notification of any changes regarding the Childcare.
- 16.3 If the Parent wishes to have the childcare allowance transferred directly to CompaNanny, this can be indicated via 'Mijn Toeslagen' or the app "Kinderopvang Toeslag".

## Article 17 Insurance and liability

- 17.1 CompaNanny has taken out a liability insurance for the benefit of the workers and supervisors working in its Childcare Facilities. In addition, CompaNanny has taken out an accident and third-party liability insurance for the children staying in its Childcare Facilities.
- 17.2 Any liability arising from or related to the execution of the Contract shall be limited to the amount paid out in the relevant case under the liability insurance policies taken out by CompaNanny. If, for whatever reason, no payment is made under the said insurance policies, any liability shall be limited to a maximum equal to the invoice value (excluding turnover tax) of one year. The limitation or exclusion of liability mentioned in this Article does not apply insofar as the damage is the result of a deliberately reckless or intentional shortcoming of CompaNanny.
- 17.3 CompaNanny arranges external activities. The Parent can give permission for external activities through the Parent Portal. CompaNanny will during the external activities - including transport - take all (safety) measures that can reasonably be expected of it. Insofar as CompaNanny has acted culpably and is liable for that, the foregoing provision (Article 16.2 of these Additional Terms and Conditions) shall apply.
- 17.4 CompaNanny shall not be liable for damage to or destruction, theft, mix-up or loss of property of a Child or a Parent.
- 17.5 The Parent shall be liable under the law for any damage - in the broadest sense - caused by his/her Child to another party's belongings, including CompaNanny. It is up to the Parent to take out a third-party liability insurance (WA verzekering) for this purpose and to cooperate in any damage settlement. CompaNanny may request any cooperation from the Parent if the Parent fails to cooperate in the claim settlement. If, after two (or more) requests, the Parent still fails to cooperate in the claim settlement, CompaNanny shall be entitled to pass on the Parent's personal data to the party who has suffered damage.



## Article 18 Transport to/from Out-of-School Childcare Facility

- 18.1 CompaNanny only arranges transport to/from the Out-of-School Childcare Facility for Children at schools with which CompaNanny has made agreements. The Parent is responsible (organisation and costs) for transport to/from the CompaNanny Location if his/her Child attends a school with which CompaNanny does not have (or no longer has) transport arrangements.
- 18.2 The Parent is responsible (organisation and costs) for transport to/from CompaNanny's Location for Childcare during a holiday period.
- 18.3 In case CompaNanny does have transport arrangements with a school, but the distance between the school and the CompaNanny location cannot be covered by foot or bicycle, the CompaNanny Location will organise motorised transport.
- 18.4 If motorised transport is required in accordance with the previous provision (Article 17.3 of these Additional Terms and Conditions), CompaNanny reserves the right to charge costs to the Parent. These costs are not eligible for childcare allowance within the meaning of the Childcare Act.

## Article 19 Charges for early drop-off and pick-up outside contract times

- 19.1 The Parent drops off the Child from the start time in accordance with the Contract and picks up the Child no later than before the closing time of CompaNanny's Location, unless the Parties have agreed and confirmed a different end time in the Contract.
- 19.2 If the Parent does not pick up the Child himself/herself but has it picked up by a third party (a designated adult), CompaNanny must be informed thereof in writing in advance by the Parent via the Parent Portal.
- 19.3 If a Child is dropped off too early or picked up too late, CompaNanny risks having too few staff members present relative to the number of children present. CompaNanny is obliged to take into account the so-called "manpower-child ratio". If CompaNanny does not adhere to the manpower-child ratio, the GGD may impose a fine. CompaNanny therefore cannot offer Childcare outside the opening hours. If the Parent drops off the Child earlier or picks the Child up late, CompaNanny shall be entitled to charge costs to the Parent per event (earlier drop-off or later pick-up).

## Article 20 Rates

- 20.1 The rates for Childcare mentioned in the Contract can be adjusted once per calendar year, including an increase. When adjusting its rates, CompaNanny distinguishes between indexation based on the Consumer Price Index (CPI) and an additional surcharge to cover costs on top of inflation. This is explained below.
- Indexation based on the Consumer Price Index (CPI): The rates for Childcare are adapted annually based on the Consumer Price Index All Households 2015=100 (CPI), as published by Statistics Netherlands (CBS). This involves looking at the CPI of four months prior to the adjustment date and the CPI of 16 months prior to that date. The rate is adjusted by the percentage that follows from this comparison. Indexing the rate on the basis of the CPI is intended to correct for inflation.
  - Annual surcharge: In addition to and simultaneously with the indexation referred to in Article 19.1.a of these Additional Terms and Conditions, an annual surcharge may be applied. This surcharge is intended to correct for above-inflationary increases in costs as described in Annex 3 of the Branch Terms and Conditions that belongs to Article 11 of the Branch Terms and Conditions. Annex 3 includes the grounds on the basis of which CompaNanny can increase the rate. An extra surcharge on top of the indexation based on the CPI is necessary in the Childcare Branch because a large part of the cost increases are due to an increase in personnel costs resulting, among other things, from the Collective Labour Agreement for Childcare. These increases are usually significantly higher than the CPI, and CompaNanny is obliged to follow the Collective Labour Agreement, given its standard nature. CompaNanny should be able to pass this on in the rates to ensure that it remains a healthy company and can continue to offer Childcare. In addition, CompaNanny may be faced with other costs not included in the CPI, which is a national average.
- 20.2 Each CompaNanny Location has its own rates, services and products offering.
- 20.3 The applicable rate at the time of conclusion will be included in the offer and contract.
- 20.4 Unused Childcare days will not be financially compensated.

## Article 210 Payment / Late payment

- 21.1 The amounts owed by the Parent will be collected by CompaNanny in monthly instalments by prepayment on the collection date specified on the invoice, unless indicated or agreed otherwise.
- 21.2 All other (additional) services and products will be invoiced and collected afterwards.
- 21.3 The Parent by means of a SEPA direct-debit authorisation authorises to debit the fee due for Childcare and/or (extra) services and products (Articles 20.1 and 20.2 of these Additional Terms and Conditions) from the Parent's bank account. If permission for a SEPA direct-debit authorisation is not provided, CompaNanny reserves the right to charge administration fees per (digital) invoice.
- 21.4 If the Parent changes the Contract or the Parent terminates the Contract and more Childcare hours have been used than the Parent is entitled to according to the Contract, CompaNanny will charge the extra hours afterwards.
- 21.5 If the Parent changes the Contract or the Parent terminates the Contract and fewer Childcare hours have been used than the number of Childcare hours to which the Parent is entitled under the Contract, there will be no refund in cash or in Childcare for hours already paid.
- 21.6 If no payment is made by the Parent on the collection date, CompaNanny shall send a written payment reminder to the Parent after the expiry of this payment date, and CompaNanny shall give the Parent the opportunity to yet pay within 15 days after receipt of this payment reminder. Furthermore, in subsequent payment reminders, CompaNanny will warn the Parent of any consequences of late payment, such as extrajudicial collection costs, legal interest and possible termination of the Contract.
- 21.7 If the Parent defaults in payment within the 15-day period mentioned in the preceding provision (Article 20.6 of these Supplementary Terms and Conditions), CompaNanny shall send a notice of default to the Parent with a request to yet pay and a warning that the Contract may be terminated by CompaNanny if payment is not made.
- 21.8 From the moment the Parent is in default, the legal interest rate will be charged. CompaNanny reserves the right to outsource the collection of the amount due if the Parent is in default. If claim(s) have remained unpaid for two (or more) months after the invoice date, CompaNanny may terminate the Contract with immediate effect.
- 21.9 Judicial collection costs incurred by CompaNanny in connection with the outsourcing of the collection of its claim will be recovered from the Parent.
- 21.10 CompaNanny does not reimburse interest on amounts paid in advance.

## Article 22 Disputes

- 22.1 Disputes between the Parent and CompaNanny regarding the conclusion or execution of the Contract can by both the Parent and CompaNanny be brought before The Dutch Foundation for Complaints and Dispute Resolution (Geschillencommissie Kinderopvang en Peuterspeelzalen, Bordewijklaan 46, Postbus 90 600, NL-2509 LP Den Haag, [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl)) (the Disputes Board).
- 22.2 A dispute will only be considered by the Disputes Board if the Parent has first submitted his/her complaint to CompaNanny.
- 22.3 If the Parent's complaint does not lead to a solution, the dispute can be submitted to the Disputes Board in writing or in another form to be determined by the Disputes Board within 12 months from the date on which the Parent submitted the complaint to CompaNanny.
- 22.4 If the Parent brings a dispute before the Disputes Board, CompaNanny shall be bound by that choice. If CompaNanny wishes to bring a dispute before the Disputes Board, it shall ask the Parent in writing to state within five weeks whether he/she agrees. When doing so, CompaNanny shall also state that after the expiry of the aforementioned period, it will consider itself free to take the dispute to court.
- 22.5 The Disputes Board shall rule in accordance with the provisions of the rules applicable to it. The rules of the Disputes Board are available at [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl) and will be sent upon request. A fee is payable for handling a dispute. The decisions of the Disputes Board are made by way of a binding opinion within the meaning of Article 7:900 of the Dutch Civil Code.
- 22.6 The court in Amsterdam or the aforementioned Disputes Board shall have jurisdiction to hear and settle disputes. If, by law, another court is competent to hear and settle the dispute, the Parent shall be granted a period of one month to choose the legally competent court. The aforementioned period starts from the moment CompaNanny makes use of the choice of forum included in this provision.



## Article 23 Force majeure

- 23.1 In the context of the performance of the Contract, force majeure shall in any case, but not exclusively, apply to CompaNanny if the following situations (non-exhaustive) occur: all circumstances as a result of which the performance of the Contract is prevented, whether temporarily or permanently, which are beyond the control of CompaNanny, and which include, in any case, but not exclusively, pandemics, corona/COVID-19, traffic jams, transport strikes, serious delays in traffic, failures in CompaNanny's computer network, accidents, severe weather conditions (code red), natural disasters, war, explosions, higher than average sickness absence of CompaNanny's staff and fire.
- 23.2 In case of (weather) code red, each location may decide to close earlier or not open to ensure child and staff safety, among other things.
- 23.3 In case of closure due to force majeure or (weather) code red, CompaNanny shall not be obliged to refund in money or in Childcare (hours) and CompaNanny shall not be liable for any damages incurred by the Parent.

## Article 24 House rules

- 24.1 The Parent shall be obliged to comply with the House Rules and the Code of Conduct (part of the Contract and available for inspection in the Parent Portal). CompaNanny is entitled to change the House Rules and the Code of Conduct at any time. When changing the House Rules and Code of Conduct, CompaNanny shall notify the Parent.
- 24.2 If the Parent or the Child continues to violate the House Rules despite written warning, CompaNanny reserves the right to refuse Childcare until a solution is reached between the Parties. When doing so, the payment obligation of the Parent according to the Contract continues to apply.