



General Conditions  
Devi Kids

January 2025

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**ARTICLE 1 - Definitions.**

In these Terms and Conditions, the following definitions shall apply:

<b>Commencement Date:</b>	The date agreed upon in the Agreement on which the Child Care Commencement.
<b>Extracurricular care:</b>	Child care provided by a Children's Center for children of primary school age, where care is provided before or after daily school hours, as well as during days or afternoons off and school holidays.
<b>Day care:</b>	Child care provided by a Children's Center for children up to the age of primary education.
<b>Dispute Committee:</b>	The Child Care Disputes Committee.
<b>Effective Date:</b>	The date on which the Agreement is entered into.
<b>Child Center:</b>	A facility where Child Care Services are provided (other than host parent care).
<b>Childcare:</b>	The business or other than gratuitous care, education and contribution to the development of children until the first day of the month on which secondary education begins for the children.
<b>Entrepreneur:</b>	Natural or legal person who operates a Children's Center.
<b>Parent:</b>	The relative by blood or marriage in the ascending line or foster parent or caregiver of the child to whom the Child Care is related.
<b>Parent Committee:</b>	Advisory and consultative body established by Devi Kids consisting of a representation of parents whose children are cared for at the Children's Center.
<b>Agreement:</b>	The Child Care Agreement between the Parent and Devi Kids.
<b>Parties:</b>	Devi Kids and the Parent.
<b>Written:</b>	Written shall include "electronic" unless otherwise provided by law.

## **ARTICLE 2 - Applicability.**

1. These Terms and Conditions apply to the Agreement between Devi Kids and the Parent.

### **Article 2.1 Contract parent and parental authority**

1. The agreement is signed by one parent, the so-called "contract parent."
2. The contract parent is responsible for correct and timely payment of childcare fees, as defined in Article 12.
3. Here we assume the following:
  - a. Parents are required by law to inform each other about important matters concerning the child. Therefore, the contract parent coordinates childcare matters with the other parent if both parents have parental authority. In this case, the contract parent signs the agreement on behalf of the other parent and has explicit permission from the other parent to enter into the agreement or make structural changes to it.
  - b. If parents do not agree on childcare at Devi Kids, the contract parent may demonstrate, by submitting a court order or divorce covenant, that obtaining consent as described in subsection a. is not necessary.
  - c. Another parent, according to Article 1:377c of the Civil Code, is always entitled to at least information about "important facts and circumstances concerning the person of the child or its care and upbringing," even if the other parent does not have parental authority over the child.
  - d. The following applies to disclosures from Devi Kids:
    - i. *If the other parent without parental authority requests Devi Kids for information about the child, Devi Kids, through the location, will periodically provide the other parent with written information about important facts and circumstances surrounding (the development or care of) the child.*
    - ii. *If the other parent with parental authority Devi Kids asks you for information, he will have access to the parent app. In it, information is given about the child and the contract parent's contractual data, and private data are not visible. Requests to Devi Kids such as a credit day or extra care and the like are made by the contract parent.*
    - iii. *If the other parent with parental authority is part of the family with the contract parent and requests information, he is given access to the parent app. In it, information about the child is given and contractual data and private data of the contract parent are visible. If Devi Kids is informed that parents are separating, the other parent in principle retains the parent app unless the contract parent withdraws consent for use. In that case, the other parent will automatically gain access to the parent app as mentioned under 2.*
4. If there are demonstrable concerns that the child's safety or best interests are at stake due to access to the parent app under 2. Devi Kids may independently decide not to provide or withdraw this access. Devi Kids applies a strict test before deciding to do so.
5. Agreements between parties are only legally valid if they are made in writing, by email or through the parent app.

## **ARTICLE 3 - Cancellation and revocation.**

1. Have you entered into an agreement with Devi Kids, but want to cancel it, in accordance with Article 7 of the Branch Conditions, before the start date of care? This is possible. Cancellation of your agreement will only be done in writing by e-mail for the attention of the planning department (info@devikids.com). The cancellation date is the date Devi Kids receives the cancellation.
2. In case of cancellation, Devi Kids will charge a fee. The amount will be determined based on the period between the start date of care and the date we receive the cancellation and the monthly amount due. The following applies:
  - a. Cancellation less than 1 month before start date: cancellation fee, being the amount of the contractually agreed cost of one full month of childcare regardless of the time of cancellation.
  - b. Cancel 1 to 3 months prior to start date: €100 cancellation fee. If under Article 7 paragraph 3 of the Branch Conditions a lower amount is applicable, we will apply this lower amount of cancellation fee.
  - c. Cancel more than 3 months before start date: no cancellation fee.
3. If you wish to postpone the effective date of the agreement after signing the agreement, the following applies:
  - a. One-time free shift of start dates up to max 6 months.
  - b. After that, a €75 processing fee will be charged for each shift.
  - c. In case there is evidence of serious (non-regular) medical complaints in the child that force you to postpone the start date of the agreement, Devi Kids can make an exception to the above

- paragraph 3 sub b. The decision to make an exception is entirely up to Devi Kids.
- d. The possibility of postponing the effective date does not exist when you use a subsidized shelter where a third party (including the municipality) reimburses the shelter costs.
4. In the event that the Agreement was concluded remotely (for example, via the Internet or mail), the Parent has the right of revocation under the following conditions:
    - a. The Parent may rescind the Agreement without giving reasons within fourteen days from the day the Agreement was concluded. This is called the right of withdrawal.
    - b. If the termination occurs before the Commencement Date, the Parent will receive a full refund of the fees paid. If the dissolution occurs after the Commencement Date and Child Care has already been received, the Parent will receive a refund of the fees paid, less costs related to and proportional to the Child Care already received.
    - c. The Parent may exercise the right of withdrawal by unambiguously declaring to Devi Kids his/her intention to rescind the Agreement.
    - d. Should you, after postponing the effective date, still want to cancel the agreement in the sense of paragraph 3 of this article, Devi Kids will keep the original effective date of the agreement as mentioned under paragraph 3 a. to c. for the determination of the amount of the cancellation costs.

#### **ARTICLE 4 - Registration, settling in, starting and parent app**

##### **Article 4.1**

1. The Parent registers with Devi Kids via a registration form as interested in Day Care and Extracurricular Care for their child(ren) for an indefinite or definite period of time.
2. On the enrollment form, the Parent indicates whether he or she agrees that the offer referred to in Article 5 and/or the General Conditions may be provided to him or her electronically.
3. Devi Kids acknowledges receipt of the application in Writing.
4. Registration is subject to Devi Kids' registration requirements.
5. The notification does not oblige either the Parent or Devi Kids to enter into an Agreement. The notification should only be seen as the Parent's request to Devi Kids to make an offer regarding an agreement to provide Child Care.
6. Upon receipt of the application, Devi Kids may make an offer to the Parent immediately. It is also possible for Devi Kids to place the Parent on a waiting list.
7. Upon placement on a waiting list, Devi Kids will notify the Parent in Writing. As soon as a Parent becomes eligible in connection with his rank on the waiting list, Devi Kids will still make the Parent an offer as referred to in Article 5.
8. The offer is made in writing and is accompanied by the general terms and conditions and an indication of the monthly costs. The offer, for acceptance of which Devi Kids gives the Parent a reasonable period of time, is irrevocable during the response period. If the response period has expired, the offer expires.

##### **Article 4.2 Getting used to and starting**

1. Only when we have received the signed agreement from you, can the care (including acclimatization) of your child at Devi Kids start. If your child visits Devi Kids before the start date of the agreement, the agreement and additional conditions are already applicable.
2. Devi Kids will invite the Parent to an intake interview in a timely manner prior to the Commencement Date.
3. This intake interview will include the following:
  - a. The specific details of the Parent and their child required for Child Care; including the required citizen service number(s);
  - b. The start and duration of the settling-in period.
  - c. The general or temporary concerns and details for the specific care of the child (daily routine, nutrition, illness, medication, development and the like).
  - d. The individual wishes of the Parent and that these are taken into account as reasonably possible.
  - e. Going on trips.
  - f. Taking photos and/or videos of the child.

##### **Article 4.3 Parent app**

1. For communication with parents, we use the Devi parent app (ParentApp from Konnect) hereafter referred to as the parent app. If you enter into an agreement with Devi Kids, we assume that you will use the parent app. We ask you to create an account. When creating your account, you must agree to the privacy statement and terms of use. These can be found in the parent app. For how the parent app works, please refer to the manual.
2. If you do not use the parent app, you will not have direct access to your (or your child's) data, invoices and annual statements, and you will not be able to request services such as extra childcare.

#### **ARTICLE 5 -Duration and renewal of the Agreement.**

1. The Agreement is entered into for the following term based on the agreed upon type of Child Care:
  - a. For Daycare until the day the child reaches the age of four.
  - b. For Out of school Care until the day the child reaches the age of twelve.
2. Notwithstanding the provisions of paragraph 1, the Parties may agree on a shorter or longer duration.
3. After the expiration of the term of an Agreement, the Parties may extend the Agreement. An extension of the Agreement shall be agreed in Writing. Renewal shall not take place tacitly.

#### **ARTICLE 6 - End of the Agreement.**

1. The Agreement shall terminate by operation of law upon the expiration of the term specified in the Agreement.
2. In addition, the Agreement ends by (interim) termination by either Party.
3. The parties intend the Agreement to be terminable:
  - a. The Parent is authorized to terminate the Agreement at any time.
  - b. Devi Kids is only authorized to terminate the Agreement on the basis of good cause. Justifiable reasons are in any case considered to be:
  - c. The situation where the Parent is in default of their payment obligation for two (or more) months of Child Care.
    - i. Situations mentioned in Article 10(2)(a) and (b)(ii) that continue for two months (or longer)
    - ii. The situation mentioned in Article 10(2)(b)(i)
    - iii. The situation where the (trust) relationship between Devi Kids and Parent is disrupted such that continuation of the Agreement in unaltered form cannot be required of Devi Kids
    - iv. The circumstance that Devi Kids is no longer able to perform the Agreement due to an unforeseen circumstance or a cause not attributable to it
    - v. A business necessity that threatens the continuity (of a location where the child is placed)
    - vi. Termination takes place by means of a Written statement addressed to the other Party. Devi Kids shall motivate the termination. The Parent does not have to motivate the termination.
4. Devi Kids and the Parent may terminate subject to the following term:
  - a. The Parent may terminate on one calendar months' notice.  
In the case of Article 11(8), no notice period applies to the Parent.
  - b. Devi Kids may terminate with reasonable notice, which shall be at least one month.
  - c. Devi Kids may terminate with immediate effect in a case referred to in Article 6 paragraph 3 under b. under i;
  - d. The Parent may terminate with immediate effect in the event that the Entrepreneur terminates.
5. The notice period begins on the date the Parent or Devi Kids receives the notice of termination. The statement shall be deemed received on the date of the postmark on the envelope of the termination letter or on the date of the email by which the statement was sent unless a later date is specified in the statement.
6. During the notice period, Devi Kids is obliged to provide Child Care, and the Parent is obliged to pay the fee for the Child Care (the price).
7. In the event of the death of the child, the Agreement shall terminate with immediate effect.

#### **ARTICLE 7 - Mutual.**

1. The parties together ensure adequate information exchange about the child.
2. The parties transfer responsibility for the child to each other in the following manner:
  - a. For Daycare: the Parent is responsible for the child when bringing and Devi Kids when picking up, until such time as the parties may reasonably assume that the transfer of responsibility has actually occurred.
  - b. For Extracurricular Care: the manner in which the child comes to and leaves the Extracurricular Care determines the transition of responsibility for the child. The parties shall agree on this in Writing.

**ARTICLE 8 - Obligations of the Contractor.**

Devi Kids is bound under the Agreement to provide Child Care under the terms agreed upon therein and in these General Terms and Conditions.

1. Devi Kids guarantees that:
  - a. The Child Care that takes place under his responsibility:
  - b. Conforms to applicable laws and regulations.
  - c. Performed in accordance with the requirements of good workmanship and using sound materials.
  - d. A Children's Center under its responsibility is suitable for the responsible care of children, both in terms of personnel and material facilities. A more detailed regulation of how the Entrepreneur fulfills his obligations mentioned in Article 8 paragraph 1 is laid down in Annex 1. This appendix forms an integral part of these General Terms and Conditions.
  - e. He complies with laws and regulations.
2. Devi Kids takes into account the individual wishes of the Parent to the extent reasonably possible.

**ARTICLE 9 - Obligations of the Parent.**

1. The Parent already reports peculiarities of a medical nature or in the child's development at registration.
2. The Parent shall ensure that Devi Kids has all information relevant to reaching the Parent.
3. The Parent abides by the rules in place within the Children's Center.
4. The Parent shall refrain from conduct that poses a risk or threat to the mental and/or physical health or safety of others and/or interferes or disproportionately aggravates the services provided by Devi Kids to (the children of) other Parents. The Parent shall ensure that their child also refrains from this.
5. The Parent shall bring and pick up the child on time and shall ensure compliance with this obligation by others who bring and pick up the child on their behalf.
6. The Provider shall record in Writing the authority of others than the Parents to remove the child from Child Care if requested by the Parent.
7. The Parent pays the Entrepreneur in accordance with the arrangements made in this regard in the Agreement and within the payment period or at least bears responsibility for this.

**ARTICLE 10 - Accessibility.**

1. In principle, the location where the child is placed is accessible to the child as long as there is an agreement between Devi Kids and Parent.
2. Devi Kids has the right to refuse the child and/or the Parent access to the location for the duration of the period when normal care of the child cannot reasonably be expected of Devi Kids and the child cannot be cared for in the usual way. For example, because:
  - a. The child is in need of extra care due to illness or otherwise.
  - b. The child and/or Parent poses a risk or threat to the mental and/or physical health or safety of others, after being warned, unless a warning could not reasonably be expected of Devi Kids.
  - c. The care of the child disproportionately burdens or interferes with the normal care of the other children.
3. In the event Devi Kids denies the child and/or Parent access to the location, Devi Kids will enter into consultation with the Parent to seek a mutually acceptable solution to the situation.
4. If the Parent does not agree with the decision of Article 10 paragraph 2 to refuse access and the consultation with Devi Kids has not led to a solution, he can submit this decision to the Disputes Committee with the request to handle the dispute according to the abbreviated procedure referred to in the Regulations of the Disputes Committee for Child Care.
5. During the abbreviated procedure, Devi Kids may not terminate the place.

#### **ARTICLE 11 - The price and the modification of the price**

1. The price to be paid by the Parent for Child Care from the Commencement Date will be included in the Agreement.
2. Modification of the agreed price shall take place subject to the provisions of Article 11 paragraphs 3 through 8.
3. The Company may change (including increase) the agreed price once per calendar year and, in the case of an increase in the agreed price, for the first time not earlier than after the expiration of at least three months from the Effective Date.
4. Reasons for the price change include changes in costs and other factors regarding Devi Kids' operations, as further listed in Appendix 3.
5. Devi Kids shall communicate the price change In Writing to the Parent before the changed price takes effect. In doing so, Devi Kids shall state the effective date of the changed price. The effective date for the changed price is at least 40 days after the day the price change is announced to the Parent.
6. Before Devi Kids proceeds to (announcing to the Parent of) changing the agreed price, it shall prepare a request for advice containing the intended price change decision with a substantiated explanation, and shall enable the Parents' Committee (or the combined Parents' Committee), in accordance with Article 1.60 of the Child Care Act, to give its opinion on the intended price change decision. With this request for advice and in response to any additional questions from the Parents' Committee, the Entrepreneur provides in writing all the information that the Parents' Committee reasonably needs in order to be able to give some advice on the proposed price change decision. In case the Entrepreneur is not required by law to establish a Parents' Committee, Devi Kids demonstrably involves the Parents sufficiently in another way in the proposed price change decision.
7. Devi Kids can only deviate from the advice as referred to in article 11 paragraph 6 if Devi Kids indicates in writing and motivated that the interest of the Childcare opposes the advice. If the Parents' Committee cannot agree with the deviation from the advice, it has the possibility to turn to the Disputes Committee.
8. The Parent has the right (also) in case of an (announced) price change to terminate the Agreement in Writing and without further justification (see Article 6 paragraph 3). If the Parent cancels in the 40 days before and 14 days after the effective date of the changed price, no notice period applies (see Article 6 paragraph 4).

#### **ARTICLE 12 - The payment / non-timely payment**

1. Devi Kids always provides a Written invoice and states on it the amount (in accordance with the Agreement) to be paid by the Parent and the due date for payment. The invoice will be provided free of charge.
2. Devi Kids uses direct debit to debit the monthly fee due, any other products and/or services purchased, and other fees from your account
3. You authorize us by means of a SEPA standing order to debit invoice amounts from your account. You issue this authorization to us digitally.
4. When months occur in which collection cannot be made due to any reason there will be an administration fee from the third reversal € 25, -.
5. If you do not wish to use direct debit to collect your regular monthly invoice for childcare, we reserve the right to charge an administration fee per digital invoice.
6. If a Parent pays to a third party designated by Devi Kids, this shall be deemed to be payment in discharge of the Parent. The designation by the Parent of a third party to take care of making payments does not prevent the Parent's liability for (timely) payment. However, any payment by a third party on behalf of the Parent shall count as a discharge payment by that Parent.
7. If payment is not made by the due date stated on the invoice, Devi Kids will send a Written payment reminder to the Parent. In it, Devi Kids puts the Parent in default and gives the Parent the opportunity to still pay within 7 calendar days after receipt of this payment reminder.
8. Further, Devi Kids will warn the Parent in the 3rd payment reminder of the authority to terminate under Article 6 Section 3 under b. This warning must have been sent to the Parent at least 14 days prior to the date the authority to terminate arises.
9. If we are temporarily unable to provide you with the agreed care due to force majeure (e.g. fire, strike, epidemic/pandemic, crime, etc.), we are not obliged to refund in cash or in care of payments already made by you for this care, provided that Devi Kids has done everything possible



within the limits of the law and regulations to prevent this force majeure situation, or to lift it as soon as possible.

**ARTICLE 13 - Opening and closing days.**

1. Locations are generally closed on Saturdays, Sundays and generally recognized holidays.
2. These are the following generally recognized holidays:
  - New Year's Day
  - Easter Monday
  - King's Day
  - Liberation Day (once every 5 years)
  - Ascension Day
  - Whit Monday
  - Christmas Day and Boxing Day
3. For care days that fall on the days listed above, you will not receive catch-up hours or (financial) refunds.

**ARTICLE 14 - Applicable law and competent court.**

1. Dutch law applies to the Agreement.
2. The competent Dutch court shall have jurisdiction to adjudicate disputes between the Parties in connection with the Agreement, notwithstanding the competence of the Disputes Committee to take cognizance of a dispute.

**ARTICLE 15 - Complaint procedure.**

1. Complaints regarding the performance of the Agreement must be submitted In Writing to Devi Kids. If the complaint is unclear or incomprehensible, the Parent shall further explain the complaint at Devi Kids' request. The Parent must submit the complaint within a reasonable time after he discovered or reasonably should have discovered the defect in performance within the meaning of Article 6:89 of the Dutch Civil Code.
2. Devi Kids handles the complaint in accordance with its internal complaint's procedure. When drafting or changing this procedure, the Parents' Committee has the right of advice in accordance with the provisions of the Childcare Act.
3. If the complaint cannot be resolved amicably, a dispute arises that is susceptible to the dispute resolution provisions of Article 15.

**ARTICLE 16 - Dispute resolution and the statutory complaints procedure for Childcare.**

1. Disputes between Parent and Devi Kids regarding the establishment or execution of the Agreement can be brought by both Parent and Devi Kids to the Geschillencommissie Kinderopvang, Bordewijklaan 46, PO Box 90 600, 2509 LP The Hague in compliance with the regulations applicable to the Geschillencommissie ([www.degeschillencommissie.nl](http://www.degeschillencommissie.nl))

**ARTICLE 17 - Liability.**

1. In cases where Devi Kids can be held liable in connection with the care, we have taken out civil liability and accident insurance for the children and staff working at Devi Kids. Any liability of Devi Kids is expressly limited to the amount actually paid out under the liability insurance of Devi Kids in the case in question.
2. If you have indicated on the intake form that your child may participate in outings, Devi Kids will take all safety precautions and supervision that can reasonably be expected of Devi Kids during the outing. Outings may include visits to playgrounds, petting farms or play activities off-site, as well as transportation there. In case of damage or accidents during outings, Devi Kids will, insofar as Devi Kids has acted culpably, be liable up to the amount paid out by the insurance referred to in paragraph 1 of this article.
3. If a child during care causes damage to (the belongings of) another child, staff and/or third parties, the parent of the child is responsible for this damage under Article 6:169 of the Civil Code. Parents must have third-party insurance for this. In case this damage occurs, Devi Kids expects the parent to report to the person who suffered damage and to cooperate in the settlement of the damage. Should a parent fail to do so after repeated request, Devi Kids is entitled to pass on the contact information of parents of the child to the person who experienced damage.

**ARTICLE 18 - Changes.**

Changes to these Terms and Conditions must be agreed upon between the Entrepreneur and the Parent.

## Appendix 1

Further regulation of Devi Kids' obligations from Article 13 of the General Terms and Conditions of Childcare - Daycare and Extracurricular Care 2016.

Devi Kids fulfills its obligations mentioned in Article 13 paragraph 2 by, among other things, ensuring that the company has:

1. An educational policy plan that defines the characteristic way of dealing with children and their parents.
2. Regulations/documents reflecting policies regarding hygiene, safety, child abuse, medical, illness and privacy.
3. Regulations governing the operation of the Parents' Committee.
4. A regulation governing the grievance procedure.
5. An overview of, or information about, the following elements of Child Care:
  - a. Type of care, options for flexible care and any additional services.
  - b. Information regarding the group, the number of group leaders and the number of children per age group, and the available space.
  - c. Information exchange, form and frequency, including the number of parent meetings that take place in principle per year.
  - d. The food to be provided.
  - e. Opportunities to make specific arrangements for development, care and feeding.
  - f. Opening hours and days and any mandatory minimum purchase.
  - g. The times at which children are received and Leave care.
  - h. In case of Extracurricular Care:
    - i. Opportunities to participate in external activities, such as sports or music.
    - ii. The options for bridging the distance between school and Children's Center or school and outside activity, such as the mode of transportation, accompanied or unaccompanied.
    - iii. The opportunities for bridging the distance between Children's Center and home, or outside activity and home, such as going home independently or not.
    - iv. Care during vacations and extra days off from.
      - i. The placement procedure.
      - j. The nature and extent of the settling-in period.
      - k. Any regulations setting forth the house rules of the Children's Center.
      - l. The prevailing price.
      - m. The method of payment and any additional charges for different methods of payment.
      - n. The cancellation policy, including cancellation fees.
      - o. Entry requirements, including the entry fee.
      - p. The applicable notice periods.

## Appendix 2

The reasons for the price change are varied and depend on various cost changes and other business conditions and changes. Due to the nature of the child care agreement, the multitude of costs incurred for the purpose of child care and the fact that the Child Care Centers differ from each other due to their own business operations and set-up, pricing and price change in child care is customized and it is not well possible to make the price change based on a predetermined formula.

Changes (due to inflation or otherwise) in items such as those listed below may play a role in determining a change in the agreed price.

- Payroll costs:
  - Salary Costs
  - Changes in the collective bargaining agreement
  - Periodic salary increases
  - Cost changes due to inflow and outflow
  - Pension contribution
  - Social charges / sick leave costs etc.
  - Training for staff
  - Other personnel costs, such as hiring and any travel expenses
- Housing costs:
  - Costs related to rental of premises
  - Cost of owned properties (including finance charges and taxes)
  - Maintenance costs (interior and exterior spaces)
  - Energy costs (gas, water, electricity)
  - Maintenance and replacement of inventory
- Other organizational costs/organizational factors:
  - Costs for care products, diapers, etc.
  - Nutrition
  - Materials and activities
  - Transportation costs OSC for picking up from school
  - Office and administration fees
  - Software and IT
  - Website, parent portal and promotion
  - Procurement of external knowledge and expertise
  - Depreciation
  - Interest expense
  - Taxes
  - Expiring contracts and/or expiring financing facilities
  - Adjustments to the Children's Center's product offerings.
- Income/wealth
  - Financial result of previous years
  - The equity position of the Children's Center
  - Occupancy rate and sales development
  - Any grants from the municipality/government
  - Other income (such as Parent's own contribution)
- Changes in laws and regulations that increase costs