



# General Terms and Conditions

## Zein International Childcare

(1.0, July, 2019)

### Article 1: Applicability

- 1.1 The general terms and conditions apply to all quotes, agreements, requests and invoices with regard to services and/or products which are related to childcare provided by Zein Childcare or otherwise affiliated subsidiaries of Zein Childcare, these terms and conditions also apply to every agreement and or other legal relationship connected to or flowing from this. The version of the general conditions that was in force at the time of finalizing the agreement is applicable.

### Article 2: Terminology definitions

Zein:

The Zein legal body, specified in the placement contract, offering services related to childcare to the client.

Childcare:

Offering accommodation, care and guidance outside of the own home, in an organized context for pecuniary compensation, to several children (aged between 0 to 12) from different homes, simultaneously.

Day Care:

A day care is a facility in which care is offered to children aged 0 to 4, operated by Zein.

Pre-School:

A pre-school is a facility in which care is offered to children aged 2.5 to 4, operated by Zein.

Out of School Care:

An out of school care is a facility in which after of school care and holiday care is offered to children aged 3 to 12, operated by Zein.

Child Place Day Care:

A provision for childcare for a minimum of one day and a maximum of five days a week during an entire calendar year. In principle, a day lasts from 7:30 until 18:30 or 8:00 until 18:30 depending on the day care center. An average amount of hours is invoiced monthly. *Example: 2 days a week is (52x2) 104 days per year divided by 12 months, 8.7 days per month.*

Child Place Pre-School:

A provision for toddler care for a minimum of one morning or afternoon and a maximum of five mornings/afternoons a week during an entire calendar year, excluding school holidays. A morning session lasts from 8:00 - 11:30 and an afternoon session lasts from 12:00 – 15:00. An average amount of hours is invoiced monthly across 10 calendar months, no invoices in July & August.

Child Place Out of School Care:

A provision for after school care for a minimum of 1 afternoon, at least for 3.5 hours weekly, and a maximum of five afternoons weekly during an entire calendar year, including holiday care. Parents



can choose various packages including both after school and holiday care; Zein Basic or Zein Complete. An average amount is invoiced monthly across 12 calendar months for these packages. Parents can also choose a package including holiday care only; Zein Flex. (Zein Flex is a provision for holiday camps for a minimum of 2 days, at least for 2 x 10.5 hours per small holiday, or a minimum of 5 consecutive days, at least 5 x 10.5 hrs per summer holiday, and a maximum of five days weekly). Parents receive separate invoices for each camp period booked.

**Working Days:**

Monday to Friday.

**Client:**

A client is a private person or legal entity closing the agreement with Zein on behalf of the child in order to hire the above-mentioned child places.

**Agreements:**

The agreements closed by Zein and the client in order to place children aged 0 to 12 at a day care, pre-school or an out of school care facility. The registration form and the placement contract are all considered agreements, or at least parts of it, to which the general terms and conditions apply.

**Parties:**

Zein and the client jointly.

**Article 3: Zein Services**

**3.1 Childcare at:**

- A Day Care Centre:

If all parties have agreed that Zein will provide childcare for one or more children age 0 to 4 years old, Zein will provide a minimum of one day of 10.5 or 11 hours depending on the childcare centre weekly per working week, per child at its day care centre on a regular basis.

- A Pre-school:

If parties have agreed that Zein will provide childcare for one or more children aged 2.5 to 4, Zein will provide the client at least 1 morning or afternoon of 3.5 hours weekly per working week, per child at its pre-school on a regular basis..

- An Out of School Care Centre:

If all parties have agreed that Zein will provide out of school care under the Zein Basic or Complete package for one or more children aged 3 to 12, Zein will provide the client:

- At least 1 afternoon of after school care of 3.5 hours weekly per working week, per child at its out of school care centre on a regular basis during regular school terms
- At least 1 day of 10.5 hours of holiday care, per child at its out of school care centre during the holiday care period on a regular basis.

If all parties have agreed that Zein will provide holiday camps under the Zein Flex package for one or more children aged 3 to 12, Zein will provide the client at least 2 days of 10.5 hours per day per small holiday or at least 5 consecutive days of 10.5 hrs per day per summer holiday, per child at its out of school care centre during the holiday period on a flexible basis.

- 3.2 The registration for the service of Zein compels neither the parents nor Zein to conclude an agreement. The registration should only be qualified as a request of the parent(s) to Zein to make an offer related to an agreement for the provision of childcare.
- 3.3 Reserving places for the purpose of childcare:  
After registering, Zein will try to reserve a place for the purpose of childcare for the client. As soon as a place can be reserved, Zein will contact the client by email. Should there be no (timely) response, then the offer to make a reservation will expire. A timely response is within one week after sending out the email.
- 3.3 Placement:  
Zein is entitled to give priority. Priority, if at all possible, might be given to second and more children if the first child is already placed. For more information on our placement policy we refer to Article 5. Zein is entitled to give priority to certain care days in favor of company operations. Also, a child may be moved to a different group in favor of said company operations.
- 3.4 Additional Services:  
It is possible to make use of extra services offered by Zein, such as extra days. The client is aware of the tariffs and these are stated on the tariff list.
- 3.5 The location of the Childcare Centre may be changed. This change is at the discretion of Zein. When changing the location of the Childcare Centre, Zein will keep in mind the interest of the children. In case of building work, damages or other circumstances causing the care to no longer be possible at the Childcare Centre, Zein can change the location of the Childcare Centre temporarily or permanently.

#### **Article 4: Registration and Mutations**

- 4.1 The registration form can be found and completed on our website at [www.zeinchildcare.nl](http://www.zeinchildcare.nl)
- 4.2 The client may put in an adaptation request or a mutation in writing to Zein, preferably by email making use of the email address stated in the placement contract or the address which can be found on our website (contact details). After having processed the adaptations or ending of the contract, Zein will always confirm the abovementioned changes to the client via email. The adaptations or ending of the contract will only be in effect after written confirmation is communicated by Zein.
- 4.3 The last email, acknowledged by Zein and the client, and the placement contract, are considered agreements closed by Zein and the client and both parties are bound by it. The placement contract will only be in effect on the date when both parties have signed the document.
- 4.4 Zein will do its utmost to take the client's wishes into account when planning the child places. All possible options will be communicated to the client as soon as possible.

#### **Article 5: Placement Policy**

- 5.1 Zein will, in certain circumstances, make use of the priority policy when placing clients. Listed below are example situations. These example situations do not intend to have a limited effect. Zein exercises discretion when authorizing this policy.
- a) Persons affiliated to Zein or persons who are of importance to its operations.

- b) Clients willing to make use of its services on unpopular days in combination with popular days will be given priority compared to clients only willing to make use of its services on popular days. This allows Zein to make optimal use of its child places.
- c) Children who are already placed with Zein who wish to extend the number of days or change their days.
- d) Brothers and/or sisters of children already placed with Zein.
- e) Children who have been placed previously with a different branch of Zein.

#### **Article 6: Children's Admission**

- 6.1 Zein will admit children from the age of 12 weeks – 12 years across our services, and not children above the age of four for day care and pre-school, unless agreed otherwise by both parties.
- 6.2 Any possible special circumstances relating to medical or social issues regarding the child and causing the need for special care or attention should, at the latest, be mentioned at the time when Zein offers a place.
- 6.3 If these special circumstances ask for a certain type of care Zein cannot provide in, the contract between parties can be annulled with immediate effect.
- 6.4 If the child is already under Zein's care and something happens that makes the child in need of special care that Zein cannot provide in, the contract will be terminated immediately
- 6.5 Zein is not obligated to place children whose mental and/or physical health is such that they will not be able to be cared for by Zein in its conventional way. This applies to all of Zein's childcare centres.
- 6.6 Should it become clear that a child placed in a childcare centre shows behaviour which does not allow Zein to offer the usual care and/or create an unsafe physical or mental situation for the other children, Zein reserves the right to deny the child access to the childcare centre and cancel the agreement immediately.
- 6.7 Zein reserves the right to deny a child access to a childcare centre for a period of time determined by Zein should the child need extra care and/or attention due to illness or other circumstances causing the regular care not to be satisfactory.
- 6.8 The client needs to inform the childcare centre if the child/children are not inoculated for the following: Diphtheria, Whooping cough, Tetanus, Poliomyelitis, Mumps, Measles, Rubella, Hib diseases (e.g. meningitis, blood poisoning), pneumococcal and meningococcal C, following the rules and regulations set by the Health clinic for babies and young children.
- 6.9 Zein reserves the right to cancel the agreement immediately should a child's behaviour or illness demonstrate evident danger to him or herself or his or her environment. Any advance payments will be returned to the client.
- 6.10 Zein reserves the right to cancel the childcare agreement should it consider it expedient regarding its business operations.

#### **Article 7: Zein's Rules**

- 7.1 Zein provides every client with its regulations in the placement contract, the general terms, and the welcome pack provided prior to the child's start at Zein. Should a client or a child break these

rules even after having received two warnings, Zein reserves the right to refuse care until a solution has been reached for both parties. During this period the client's payment obligation remain in force according to the contract

- 7.2 The childcare centre's rules need to be complied with strictly by the client. These rules contain opening hours and closing days. Zein reserves the right to make amendments to these rules at any time.

#### **Article 8: Duration of the Placement Contract and Cancellation**

- 8.1 The client is entitled to cancel the agreement from the moment of signing the agreement until the commencement date of the agreement. There will be a cancellation fee owed. The cancellation fee will never be more than 1 month's payment. Zein uses a minimum placement period of two months for Pre-School and Out of School Care and three months for Day Care, unless otherwise agreed between parties.
- 8.2 a) The placement contract for children aged 0 to 4 for Day Care and Pre-School, will automatically terminate on the child's fourth birthday, unless Zein and the client have agreed otherwise.  
b) The placement contract for children aged 3 to 12 for Out of School Care will automatically terminate on the child's twelfth birthday, unless Zein and the client have agreed otherwise.
- 8.3 Agreements may only be cancelled, be it entirely or partly, in writing by the client, taking into account one month's notice, starting on the 1st of the month. When cancelling before the commencement date, a cancellation fee will be charged, see article 8.1 of the General Terms and Conditions. All cancellations by the client, be it entirely or partly, will have to be offered by email to Zein. The one-month notice will take effect after Zein has confirmed the client's cancellation email.
- 8.4 The agreement will, with agreement of both parties, be cancelled immediately in case of:  
- a child's death;  
- permanent disability, the care offered will no longer be able to be made use of;  
- the child being ill for a period of two months before the cancellation date therefore not having made use of the care offered;  
In this case a medical report signed by a doctor will be required.
- 8.5 The agreement will be cancelled immediately in those cases as stated in article 6 of these general terms and conditions.
- 8.6 Zein reserves the right to cancel or suspend the placement immediately if Zein considers:  
- the client to not comply with any (payment) obligations arising from the agreement, governed by the General Terms and Conditions;  
- the client to be in default, not paying the amounts due to the Childcare Centre with the exception of all causes specified in article 11 'Payment'. Zein will send the client two payment reminders by email;
- 8.7 Zein reserves the right to cancel the agreements in case of suspension of payment, a debt rescheduling arrangement or a client's bankruptcy.
- 8.8 Further Zein reserves the right to cancel or suspend the placement immediately if Zein is not able to offer the agreed services due to force majeure or an unmanageable situation. Zein has in article 14 of these General Terms given various examples of force majeure. These examples are not meant to be limited. There will be an unmanageable situation if a child, or it's parents behaves in violation of Zein's rules as stipulated in the Welcome Pack or these general rules, or behaves

disrespectfully towards Zein, its employees or other children, Zein takes care of, and does not change that behavior despite warning from Zein. In case a warning, in the given circumstances, can within reason not be expected of Zein, the contract will end with immediate effect without a warning. Also there is an unmanageable situation if a child disproportionately encumbers or hinders normal care of the other children.

- 8.9 If possible, Zein will give the child's parents the opportunity to arrange other childcare, before the agreement between the parties is terminated. It is at Zein's discretion whether it observes a notice period and, if so, how long that notice period will be. The parents own option to cancel the contract in accordance with Article 8.3 remains intact

#### **Article 9: Change of the Agreement**

- 9.1 Zein is entitled to unilaterally change the Agreement for compelling reasons. Compelling reasons are, in any case, changes in legislation and regulations or commercial circumstances that jeopardize the continuity of the location where the child has been placed.
- 9.2 Changes of the Agreement are announced by Zein in a timely fashion with a notice that amounts to at least one month.
- 9.3 If the change of the Agreement results in an essential change in the Childcare to be provided then the Parent shall be authorized to dissolve the Agreement as from the day that the change takes effect.

#### **Article 10: Insurances and liability**

- 10.1 Zein will take out a liability on behalf of all staff working at Zein locations. Moreover, Zein will take out any liability for an accident to happen, for all children staying at one of its childcare centers. Zein cannot be held liable for the loss of any items provided by parents for their children at the Zein facility (like clothes, toys etc).
- 10.2 Every liability resulting from, or in connection to, the execution of the Agreements is limited to the amount paid of that particular case under the conditions of the liability insurance entered by Zein. Should for whatever reason, there be no payment under the mentioned insurance, then all liability is limited to the maximum of the amount equal to the invoice amount (excluding VAT) covering 1 year. The limitations or the exclusion of liability meant in this article does not cover any damages due to reckless or intentional shortcomings of Zein.
- 10.3 Parents are liable for damages caused by their children towards Zein personal and property. This liability is only for children above four years of age, which have an out of school contract with Zein.

#### **Article 11: Tariffs**

- 11.1 Zein has the right to alter its tariffs periodically. Any amendments will be announced in writing at least one month before they become effective. The tariffs/price list states which period this applies to.

#### **Article 12: Payments**

- 12.1 The amounts owed by the client will be collected by Zein monthly by means of advanced payments on the invoice dates as stated on the invoice, unless stated or agreed otherwise. Each month, the

client will receive the invoice for the following month. For example: In January the due amount for February will be collected.

- 12.2 All other (extra) services and products will be invoiced and collected later.
- 12.3 For the invoicing, the yearly total of childcare hours included in the selected package are divided evenly across a 12-month period for out of school care – resulting in 12 invoices per year and across a 10-month period for pre-school – resulting in 10 invoices per year, each reflecting the same monthly amount. Dividing the total yearly childcare hours evenly across a 12-month period is necessary for parents receiving the Dutch Childcare Allowance (tax refund) from the Dutch Government, as the government pays the allowance to parents on a monthly basis as well. For parents cancelling the care facilities within the 12-month period for out of school care and 10-month period for pre-school (starting annually on the first day of their original contract), a recalculation determining the exact number of childcare hours included in the period spent in Zein's Out of School Care and Pre-School will be made. This recalculation can result in a credit note, when the parents have paid too much, or an additional charge, when not all childcare hours used have been paid.
- 12.4 Should the term of payment be exceeded; the legal interest is charged without a notice of default being required. Zein reserves the right to outsource the debit authorization of the amounts due if the payment is not done in the term stated in Article 12.1 and the client therefore is in default. Should accounts receivable still not have been paid after 60 days (two months) after the invoice date, then Zein may end the agreement instantly.
- 12.5 The judicial collection costs made by Zein due to accounts receivable will be recovered from the client.
- 12.6 Zein will not remunerate rent over any prepaid amounts.

### **Article 13: Disputes**

- 13.1 All agreements entered by Zein are subject to Dutch law.
- 13.2 Zein handles all complaints according to its complaint procedure. The client will, if so requested, be sent a copy of this complaint procedure.
- 13.3 Complaints about the implementation of the Agreement must be submitted to Zein in writing and in a complete and clearly described manner and in a timely fashion. However, at the latest within two months after the Parent has observed or could within reason have observed the shortcomings. The Parent must submit the complaint within a reasonable time limit after he/she has observed or should within reason have observed the shortcoming in the performance, in the course of which a complaint within a time limit of two months after discovery is deemed to have been submitted in a timely fashion.
- 13.3 In the event, agreements have been made that partly differ from these General Terms and Conditions, the other sections of these General Terms and Conditions remain in full force and effect. Derogation of these General Terms and Conditions will only be possible when put forward in writing.
- 13.4 Zein has the right to alter the General Terms and Conditions unilaterally.

#### **Article 14: Force Majeure**

- 14.1 Any possible damages, suffered due to circumstances which partly or entirely prevent the compliance of the agreement entered by the client and Zein and which do not fall under Zein's risk and for which Zein cannot be held accountable, or circumstances causing Zein to not be able to continue to carry on the agreement within reason, whether or not these circumstances were foreseeable at the time at which the agreement was entered, may not be borne by Zein.
- 14.2 Zein cannot be held to any obligations emerging from the agreement, should it be hindered due to circumstances which are not due to its own fault and it is not accountable for it by law, a legal act or generally accepted standards.
- 14.3 Zein also reserves the right to rely on force majeure, should the circumstance be hindering that (further) implementation occurs after Zein suspends its obligations recorded in the agreement.
- 14.4 In the context of the implementation of the agreement there is at least, but not exclusively, a case of force majeure for Zein should the following circumstances occur: all circumstances due to implementing the agreement, whether or not being temporarily hindered and outside Zein's will, and under which at least, but not exclusively, is understood, Zein personnel strikes, traffic jams, public transport strikes, severe delays in traffic, Zein computer network failures, accidents, explosions, more than average absenteeism (due to illness) under Zein personnel and fire.

#### **Article 15: Final Provisions**

- 15.1 The client is prohibited to hire Zein personnel (e.g. to hire a nanny to babysit) during the term of the contract or within an 18-month period after the contract has ended. Not privately or as a business.
- 15.2 The client will forfeit an immediately payable fine of EUR 2500 plus an amount of EUR 500 for each additional violation of this article.
- 15.3 Zein is not bound by agreements made between the client and personnel, unless these agreements are confirmed by Zein.