



Terms and conditions for lunchtime care (tso) Partou

Version 1 January 2022 – for agreements entered into with Smallsteps B.V. or Partou B.V.,¹ hereinafter referred to as “Partou”

Lunchtime care (or: tso) is a service provided by Partou and is not covered by the Dutch legislation for Childcare (in Dutch: de wet Kinderopvang). The children are cared for at school or at a designated location during the lunch period.

Article 1 – Konnect parent portal – General

1. For communication with the parents, we use the Konnect parent portal and the accompanying parent app. If you enter into an agreement with Partou, we assume you use the parent portal. We will ask you to create an account. When creating your account, you must agree to the privacy statement and terms of use. You can find these in the parent portal. Whenever these terms and conditions refer to ‘the parent portal’, we refer to the Konnect parent portal and the accompanying app.
2. If you do not use the parent portal, you will not have direct insight into your data, invoices and annual statements and the option to purchase services, such as requesting extra lunchtime care and obtaining exchange and catch-up hours, will expire.
3. All requests for extra tso and the use of credit are made via the parent portal. When applying for extra lunchtime care, you can only use your exchange and catch-up hours from Article 5 if you request this yourself via the parent portal.
If you ask an employee to enter your request for extra lunchtime care in the parent portal, you will automatically receive an invoice for this extra lunchtime care. The employee does not have the option to use your exchange and catch-up hours for the extra care.
4. Do you want to report your child absent on the day itself? You can do this via the parent portal, before 11:00 in the morning.
5. Do you want to report your child’s unscheduled presence on the day itself? You can do this via the parent portal, before 11:00 in the morning.

Article 2 – Contractual parent and parental authority

1. The agreement is signed by one parent², the so-called “contract parent”.
2. The contract parent is responsible for correct and timely payment of the lunchtime care costs, as described in Article 6.
3. We assume the following:
 - a. The contract parent has made arrangements with the other parent if both parents have parental authority. In that case, the contract parent signs on behalf of the other parent and has explicit permission from the other parent to enter into the agreement.

¹ In these terms and conditions, reference is made to the contact options of Partou B.V. and Smallsteps B.V., both part of Partou. Although we feel like one Partou, for the time being, it concerns two organisations. In the future, we will become one organisation. When the time comes, we will inform you in advance about our new contact options. From that moment on, whenever these terms and conditions make a distinction between Partou B.V. and Smallsteps B.V., you must read Partou B.V.

² The term parent also includes caregiver.



- b. If parents do not agree with each other about lunchtime care at Partou, the contract parent can – by submitting a court decision or a divorce agreement – demonstrate that obtaining permission as described under (a) is not necessary.
 - c. According to Section 1:377c of the Dutch Civil Code, the other parent is always entitled to information about “important facts and circumstances concerning the person of the child or his care and upbringing”, even if the other parent has no parental authority over the child. This provision of information to the other parent does not take place via the parent portal if the contract parent does not give permission for this. When the other parent asks us for information about the child, Partou periodically provides the other parent with information about important facts and circumstances surrounding (the development or care of) the child via the branch.
4. Agreements between the parties are only legally valid if they have been formed in writing, by e-mail or via the parent portal.
5. If it turns out that the contract parent at the time of signing the agreement did not enter into the agreement with the consent of the other parent who has custody, Partou will give the contract parent the opportunity to reach agreement with the other parent about the manner of continuation of the agreement. If this situation occurs:
- a. after the start date of lunchtime care and the parents do not come to an agreement within a period of one month, Partou will terminate this agreement due to the lack of the required permission, with due observance of the notice period of one month.
 - b. in the period between the signing date of the agreement and the start date of lunchtime care and the parents fail to reach an agreement after one month or, if less than a month before the start date of lunchtime care remains, at the latest one week before that start date, Partou will inform the contract parent in writing that the agreement will not take effect due to the lack of the required consent.

Article 3 – Cancellation of the agreement

Have you concluded an agreement with Partou, but want to cancel it before the start date of the care? That is possible. Please cancel the agreement via www.mijnpartou.nl (for customers of Partou B.V.) or www.mijnsmallsteps.nl (for customers of SmallSteps B.V.) or in writing by e-mail for the attention of the planning department (planning@Partou.nl for customers of Partou B.V. or planning@Smallsteps.nl for customers of SmallSteps B.V.). The cancellation date is the date on which Partou receives the cancellation. The cancellation date is the date on which Partou receives the cancellation. We apply a cancellation period of one (1) month.

Article 4 – tso package

- 1. The tso package applies for a full school year and as a standard runs from 1 August to 31 July the following year, regardless of the regional holiday distribution, after which it is tacitly extended for the duration of a school year up to and including the moment the child moves to group 8.
- 2. No tso is offered when schools are closed. This also applies on school closing days (days/half days of which the school has communicated at the beginning of the school year that it is closed) and on public holidays.
- 3. For lunchtime care days that coincide with a school closing day or public holiday, as stated below, you will not receive exchange and catch-up days or (financial) refunds. It is not possible to make up for the missed tso hours on the aforementioned days on another day or to deduct them from the costs.



4. It concerns the following public 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

Article 5 - Use of credit and extra lunchtime care

1. You may not be able to use tso on a particular day. The lunchtime care hours of that particular day will be converted into exchange and catch-up hours only if you indicate this in the parent portal more than 96 hours before the start of the lunchtime care. If you request a lunchtime care worker to cancel the care, you will not receive any exchange and catch-up hours for this cancelled day.
2. The exchange and catch-up hours can only be used for tso and not for other child care services Partou offers.
3. The exchange and catch-up hours are child-related. You cannot use it for one of your other children.
4. Your exchange and catch-up hours can only be used if there is room in the group. This is at the sole discretion of Partou. This means that we can also reject your request. In any event, Partou will not incur any additional costs for this; deploying an extra educational employee is therefore not an option.
5. Your exchange and catch-up hours will expire on 31 July of the current calendar year or if the agreement ends on an earlier date, in any case at the end date of the agreement, without a refund in money or lunchtime care. After the end date of the agreement, you cannot use any exchange and catch-up hours remaining before the end date.
6. If you transfer to one of our other branches during your agreement (for example, when you move house) and again you purchase a tso package, you keep your exchange and catch-up hours.

Extra lunchtime care

1. As a parent, you can always request extra lunchtime care. All the options offered by your branch are listed in the parent portal.
2. For extra lunchtime care, you can use exchange and catch-up hours according to the rules set out earlier in these terms and conditions.
3. Your exchange and catch-up hours are only considered used when your request has been approved by us and confirmed via the parent portal.
4. If you do not have (sufficient) exchange and catch-up hours when you make the request, you will receive an invoice for extra lunchtime care in the relevant month. We charge the standard hourly rate that applies to your package for extra lunchtime care.
5. The extra lunchtime care is guaranteed once you receive confirmation from us via the parent portal.
6. If you have applied for extra lunchtime care with exchange and catch-up hours and you cancel the confirmed extra lunchtime care 4 days (96 hours) before the start of the lunchtime care, the exchange and catch-up hours are returned to you. If you have requested the confirmed extra lunchtime care "on invoice" and you cancel it in the parent portal at least 7 days before the lunchtime care day, the day will be cancelled and not invoiced.



Article 6 – Payment

1. The payable annual amount for lunchtime care (tso) is invoiced monthly in equal amounts over 10 months and in advance. No invoices are sent out in July and August.
2. Partou uses direct debit to debit your account for the monthly amount owed, any other products and/or services purchased and other costs.
3. You give us permission to debit the invoice amounts from your account by means of a continuous SEPA mandate a few days before the start of the month.
4. If you do not want your regular monthly invoice for lunchtime care to be paid by direct debit, we reserve the right to charge administration costs per invoice.
5. If you change your agreement or you cancel it and have used fewer lunchtime care hours at that time than you are entitled to under the agreement, there will be no refund in money or in lunchtime care for care hours already paid.
6. If we are temporarily unable to provide you with the agreed lunchtime care as a result of force majeure (e.g. fire, strike, epidemic/pandemic, crime etc.), we are not obliged to make a refund for care hours already paid, provided that Partou has done everything possible to prevent this force majeure situation or to eliminate it as soon as possible.

Article 7 – Rate change

Periodically, we review the rates for our products and/or services, whereby each branch has its own hourly rate and range of products and services. We will announce such price changes in advance. The price change will not take effect before one calendar month, increased by one week, after the announcement.

Article 8 – Change and/or termination of the contract

1. You can only cancel the agreement by means of the online cancellation form at www.mijnpartou.nl (for customers of Partou B.V.) or www.mijnsmallsteps.nl (for customers of Smallsteps B.V.) We apply a notice period of one month.
2. You can pass on change(s) via www.mijnpartou.nl (for customers of Partou B.V.) or www.mijnsmallsteps.nl (for customers of Smallsteps B.V.). We apply a change period of one month.
3. We reserve the right to unilaterally change the agreement with regard to lunchtime care hours offered per day, number of weeks open per year, opening and closing times and hour rates or to terminate it during the term of the agreement.
4. In the event of changes that lead to a change in your lunchtime care costs or, for example, if school times change, which means your lunchtime care hours change, Partou can confirm these changes by means of an appendix to the agreement.
5. Partou may terminate the agreement:
 - a. in the situation that the parent has failed to comply with his/her payment obligation for a period of one month;
 - b. If the child requires additional care due to sickness or otherwise;
 - c. if the child and/or the parent represent a risk or threat to the mental and/or physical health or safety of others after having been warned, unless a warning can within reason not be expected of Partou;
 - d. if the care of the child disproportionately encumbers or hinders normal care of the other children;
 - e. if Partou, due to a cause that cannot be attributed to Partou, is lengthily or permanently unable to implement the agreement;



- f. in case a commercial necessity jeopardises the continuity of the location where the child has been placed;
- g. if one or both parents lose the parental authority over the child;
- h. if in Partou's opinion, there is a need for care or behaviour of your child that is disproportionately burdensome for the lunchtime care group, as a result of which Partou cannot be expected to continue to provide services;
- i. if a continuation of the services cannot reasonably be expected of Partou due to a bad relationship between (employees of) Partou and your child and/or you, including the situation in which the parents on multiple occasions do not agree on matters that the concern the care of the child and this is experienced by us as difficult, which will be at the sole discretion of Partou.

Article 9 – Liability

For cases when Partou can be held liable in connection with lunchtime care, we have taken out civil liability insurance and accident insurance for the children and persons working at Partou. Any liability of Partou is explicitly limited to the amount effectively paid out in the relevant case under Partou's liability insurance.

Article 10 – Changes to these terms and conditions

Partou reserves the right to unilaterally change the present terms and conditions, and is also entitled to unilaterally change the agreement in the sense that the most recent version of the terms and conditions is declared applicable. You agree to such change by accepting these terms and conditions.

The changes will only take effect one month and one week after we have informed you, unless a different statutory term is required, which will then be applied. If the change to the terms and conditions leads to a substantial change to the agreement, you are, until the day on which the changes come into force, entitled to cancel the agreement with effect from the day on which the change comes into force.