

### **Additional terms and conditions of Partou**

Version 1 March 2025 - for agreements concluded with Smallsteps B.V. or Partou B.V.,<sup>1</sup> hereinafter referred to as "Partou".

These conditions apply in addition to the General Terms and Conditions for Childcare, Daycare and Outof-School Care of the Association for the Childcare Sector in the Netherlands, hereinafter referred to as "Industry Conditions"<sup>2</sup>.

#### Article 1 - Partou Parent App - General

- 1. For communication with the parents, we use the Partou parent app, in these conditions referred to as 'parent app'. If you enter into an agreement with Partou, we assume you use the parent app. 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 app. To find out how the parent app works, we refer to the manual.
- 2. If you do not use the parent app, you will not have direct insight into your data (or those of your child), invoices and annual statements and the option to purchase services, such as requesting extra childcare and obtaining exchange and catch-up hours, will expire.
- 3. All requests for extra childcare are made via the parent app. When applying for extra childcare, you can only use your exchange and catch-up hours from Article 10 if you request this yourself via the parent app. If you ask an employee to enter your request for extra childcare in the parent app, you will automatically receive an invoice for this extra childcare. The employee does not have the option to use your exchange and catch-up hours for the extra care.

#### Article 2 - Contractual parent and parental authority

- 1. The agreement is signed by one parent<sup>3</sup>, the so-called "contract parent".
- 2. The contract parent is responsible for correct and timely payment of the childcare costs, as described in Article 11.
- 3. We assume the following:
  - a. Parents are legally obliged to inform each other about important matters concerning the child. The contractual parent therefore coordinates childcare matters with the other parent if both parents have parental authority. In that case, the contractual 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 with each other about childcare 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.

<sup>&</sup>lt;sup>1</sup> Partou consists of Partou B.V. and Smallsteps B.V. Although we feel like one Partou, for the time being it concerns two organisations. <sup>2</sup> At the time of drafting these terms and conditions, the industry terms and conditions version 2025 are in effect. The industry terms and conditions may change from time to time. If the industry terms and conditions are changed, these additional terms and conditions shall apply in addition to the future version of the industry terms and conditions.

 $<sup>^{\</sup>scriptscriptstyle 3}$  By the term parent we also mean caregiver.



- c. According to Section 1:377c of the Dutch Civil Code, another 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.
- d. The following applies to the provision of information from Partou:
  - 1. *If the other parent without parental authority* requests Partou for information about the child, Partou periodically provides the other parent with information in writing about important facts and circumstances regarding (the development or care of) the child via the location.
  - 2. *If the other parent with parental authority* requests Partou for information, he or she will have access to the parent app. It provides information about the child and the contractual data and private data of the contractual parent are not visible. Requests to Partou such as exchange days, extra childcare and the like are made by the contract parent.
  - 3. If the other parent with parental authority is part of the family with the contractual parent and requests information, he or she will have access to the parent app. It provides information about the child and displays contractual data and private data of the contractual parent. If Partou is informed that parents are separating, the other parent will in principle retain this parent app unless the contractual parent withdraws permission for the use. In that case, the other parent automatically gains access to the parent app as mentioned under 2.
  - 4. If there are demonstrable concerns that the safety or best interests of the child are at stake due to access to the parent app under 2, Partou can independently decide not to provide or withdraw this access. Partou applies a strict test before deciding to do so..
- 4. Agreements between the parties are only legally valid if they have been formed in writing, by e-mail or via the parent app.
- 5. If it turns out that the contract parent did not enter into the agreement with the consent of the other parent with parental authority at the time of signing it or had requested a structural change without the other parent with parental authority knowing about it at the time of application, Partou will give the contract parent the opportunity to come to an agreement with the other parent about the manner of continuation of the agreement. If this situation occurs:
  - a. after the start date of childcare or effective date of change and the parents do not come to an agreement within a period of one month, Partou will terminate the agreement or cancel the change 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 childcare or effective date of change and the parents fail to reach an agreement after one month or, if less than a month before the start date of childcare or effective date of change remains, at the latest one week before that start date, Partou will inform the contract parent in writing that the agreement or modification will not take effect due to the lack of the required consent. If paragraph b. concerns the conclusion of a contract, we will regard this as cancellation within the meaning of Article, 3.2.b of these terms and conditions.

#### Article 3 - Cancellation of the agreement or postponement of the effective date of agreement

1. Have you concluded an agreement with Partou, but you want to cancel it before the start date of the care in accordance with Article 3 of the Industry Conditions? That is possible. Please cancel the agreement via <u>partou.nl/service</u> or in writing by e-mail for the attention of the planning department (<u>support@partou.nl</u>). The cancellation date is the date on which Partou receives the cancellation.



- 2. Partou will charge costs in the event of cancellation. The amount is determined on the basis of the period between the start date of the care and the date on which we received the cancellation, and the monthly amount owed. The following applies:
  - a. *Cancellation less than 1 month before the start date*: cancellation costs, being the amount of the contractually agreed costs of one whole month of childcare, regardless of the time of cancellation.
  - b. Cancellation 1 to 3 months before the start date: costs incurred by Partou in executing the agreement.
  - c. Cancellation more than 3 months before the start date: no cancellation fees.
- 3. If you want to postpone the date of the agreement coming into effect, after signing the agreement, the following applies:
  - a. Shift within 1 month: free of charge and childcare place remains guaranteed;
  - b. Shift by more than 1 to 3 month(s): childcare place remains guaranteed if the parent covers half of the childcare costs of those months(s).
  - c. Postponement by more than 3 months: the childcare place is cancelled and Article 3 paragraph 2 applies. You need to make a new request for a place at childcare. There is no guarantee a childcare place will be available on the desired start date and the child will be placed on the waiting list again.
  - d. In the event that there are demonstrably serious (non-regular) medical complaints concerning the child that force you to postpone the start date of the childcare, Partou can make an exception to the above mentioned paragraph 3 sub b. and c. The decision to make an exception is entirely reserved to Partou. If an exception is made, the childcare must in any case be started within 3 months of the original start date.
  - e. You can make use of the option to postpone the date of the agreement coming into effect within the meaning of paragraph 3 only once, and the request to do so must be submitted to <u>support@partou.nl</u> no later than 4 weeks prior to the original date that the agreement would come into effect.
  - f. The possibility of postponing the date of the agreement coming into effect does not exist if you make use of a subsidized childcare place where a third party (e.g. the municipality) reimburses the childcare costs.
  - g. If, after postponing the date of the agreement coming into effect, you still wish to cancel the agreement within the meaning of paragraph 2 of this article, Partou will take the original date of the agreement coming into effect as stated under paragraph 2 a. to c. as the basis for determining the cancellation costs.

#### Article 4 - Settling in and start childcare

- 1. Childcare (and the settling in process) at Partou cannot start until we have received the agreement signed by you. If your child comes to Partou for settling in before the start date of the agreement, the agreement and additional terms and conditions will already apply.
- 2. If the location manager believes settling in is necessary and possible, your child can come to settle in a maximum of two times prior to the start date of the childcare.

#### Article 5 - Opening and closing times

- 1. In principle, the branches are closed on Saturdays, Sundays and public holidays.
- 2. 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
- In addition, some preschool locations (toddler care) are closed on Good Friday (Goede Vrijdag).
- 3. For care days that coincide with the days stated above, you will not receive exchange and catch-up days or (financial) refunds.
- 4. The locations are also closed a maximum of two study days a calendar year for the training purposes of our employees. Parents will be informed about this at least two months in advance. If Partou is part of a partnership (including IKC or MFA), an extra study day may apply (see also Article 13 paragraph 5) if the partnership has introduced this study day itself.

## Article 6 - School closing days (only applicable for out-of-school childcare, hereinafter referred to as bso)

#### Definition:

School closing days: days/half days of which the school has communicated at the beginning of the school year that it is closed, other than holidays and official holiday weeks.

Partou always offers childcare on school closing days, regardless of the number of children that use this service. Partou is entitled to facilitate childcare on school closing days at a branch other than the branch where the parent purchases the childcare according to the agreement, provided Partou has written permission for this from the parent.

- 1. For school closing days, Partou charges always charges one hour per month per contract day, regardless of the actual number of school closing days that coincide with that contract day.
- 2. Partou only offers childcare on school closing days for children who attend schools served by Partou, taking into account only the school closing days determined by these schools.
- 3. This rule applies to school closing days only and not to timetable constructions (such as a whole day off for junior classes once a month) or other reasons causing a school to close (early) (including in the event of an education strike or hot-weather timetable).
- 4. For school closing days that do coincide with the agreed contract days, the parent owes a fee in accordance with the contract rate and/or the parent can use exchange and catch-up hours within the limits as determined in Article 10.

#### Article 7 - Regular care and exceptions

Based on Partou's educational policy, regular care (including food and nappies) is part of our service. However, you must provide special food to your child in connection with, for example, allergies and this will not be reimbursed by us.

## Article 8 - Transport from/to pre-school care (hereinafter referred to as vso) and out-of-school care (hereinafter referred to as bso)

1. Partou only arranges transport from/to vso and bso for children at schools with which Partou has made agreements. If your child attends a school with which Partou does not have/no longer have transport agreements, you are responsible for organising and paying for transport between the



school and the branch. You also have this responsibility in the event of childcare at a different branch during a holiday period.

- 2. If Partou does have transport arrangements with a school, but the distance between the school and the branch cannot be covered on foot or by bike, the branch will organise motorised transport.
- 3. If motorised transport is required in accordance with paragraph 2 of this article, we reserve the right to charge costs for this. These costs are not eligible for childcare allowance within the meaning of the Dutch Childcare Act.
- 4. These costs are not charged for other children of the family if they are cared for at the same branch. Partou does its best to arrange transport that is free of charge for parents.

#### Article 9 - Costs for early drop-off and pick-up outside contract times

- 1. In principle, you drop off your child from the contractually agreed starting time and pick up your child from the branch at the latest before closing time, unless you have contractually agreed on a different end time. If you do not pick up your child yourself, but have appointed another adult to do so, you must inform Partou in advance about that other adult.
- 2. At times, it can happen that you drop off your child earlier than the start time or you can only pick it up after the agreed closing or end time. If you arrive early and/or late more than three times per two calendar months, we are entitled to charge you € 75 for each time. Due to the mandatory number of childcare workers required within childcare compared to the children present (also known as the professional-child ratio), the proper care of the children is jeopardised and when children are being dropped off too early and picked up too late, Partou may risk a fine imposed by the municipal health service on account of not having enough staff.

#### Article 10 - Exchange and catch-up policy and extra care

- 1. By default, your child is on the group planning of the branch for the contract days. In addition, (with the exception of the contract types mentioned below) Partou offers exchange and catch-up hours as a service, but this is done within the limits of the capacity of existing groups and already staff already scheduled in. This way, we want to offer our customers the extra service to come on a day other than your contract day. We cannot guarantee that this will always be possible. We have to deal with the limits set by laws and regulations. You cannot derive any rights from these exchange and catch-up hours. Each exchange and catch-up hour has a limited validity and will expire by operation of law after some time. You can read more about the exchange and catch-up policy below.
- 2. Obtaining exchange and catch-up hours
  - a. You may not be able to use the childcare on a particular day. The childcare hours of that particular day will be converted into exchange and catch-up hours only if you indicate this in the parent app more than 96 hours before the start of the childcare. If you request a childcare worker to cancel the childcare, you will not receive any exchange and catch-up hours for this cancelled day.
  - b. Exchange and catch-up hours are obtained per block (half day/full day, after-school block). These blocks are converted into exchange and catch-up hours. You can also use your exchange and catch-up hours per block, but this may be the sum of different blocks.
    \* Example: if you have cancelled four after-school blocks from 15:00 to 18:30, or 3.5 hours per block, you have a total of 14 exchange and catch-up hours. These hours can be used, for example, for childcare during an 11-hour holiday. In that case, you have 3 exchange and catch-up hours left.



#### 3. Using exchange and catch-up hours

- a. We offer you these exchange and catch-up hours as a non-binding extra service. There is no guarantee you can indeed use them. Therefore, no rights can be derived from this if the exchange and catch-up hours turn out to be unusable in practice. We are subject to strict laws and regulations in childcare. Although we naturally hope there is sufficient margin to be able to use this extra service, you must therefore take into account that the exchange and catch-up hours can unfortunately be cancelled in some cases.
- b. 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.
- c. You should always cancel childcare via the parent app **(see also Article 1)**. For the sake of correct administration, a personal cancellation at the branch is not considered a cancellation for which you can obtain exchange and catch-up hours. If you cancelled the childcare for a certain day and want to revert that decision later, we may not have room left in the group. In that case, you must request the day again in the parent app.
- d. Your exchange and catch-up hours will expire on 31 December 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 childcare. After the end date of the agreement, you cannot use any exchange and catch-up hours remaining before the end date.
- e. The exchange and catch-up hours can only be used for the same type of care for which they were obtained. For example: Exchange and catch-up hours for vso can only be used for vso at a different time, and exchange and catch-up hours for bso (school weeks, holidays and school closing days) can be used for bso, but not for vso and lunchtime childcare (hereinafter referred to as tso).
- f. The exchange and catch-up hours are child-related. You cannot use it for one of your other children.
- g. If you transfer to one of our other branches during your agreement (for example, when you move house) and you purchase the same type of childcare there (from daycare centre to daycare centre or from bso to bso), you keep your exchange and catch-up hours.

#### The exchange and catch-up policy of Article 10 does not apply to the following contract types:

- Childcare that is taken at a preschool childcare location that is not part of a daycare centre;
- Childcare that has been established through an intermediary (for example, Chikuba);
- Childcare, the payment for which is made by third parties (for example, in the case of work and income trajectories of the municipality);
- Childcare based on a Top flex 0-hours package;
- Childcare for 5 days a week.
- 4. Extra childcare
  - a. As a parent, you can always request extra childcare, unless a third party reimburses the childcare costs. All the options offered by your location are listed in the parent app. You can only request extra childcare for the same type of care for which you have an agreement for the child concerned.
  - b. For extra childcare, you can use exchange and catch-up hours according to the rules set out earlier in these terms and conditions.



- c. Your exchange and catch-up hours are only considered used when your request has been approved by us and confirmed via the parent app.
- d. If you do not have (sufficient) exchange and catch-up hours at the time of the request to pay for the extra childcare hours of your request, you will receive an invoice for extra childcare for the month it concerns. You can pay for the childcare hours you request partly with remaining exchange and catch-up hours and - if these are insufficient - partly with an invoice for extra childcare. In the case of an Occasional package or a 0-hours package, you do not have catch-up hours, so you will always receive an invoice for (extra) childcare.
- e. The extra childcare is guaranteed once you receive confirmation from us via the parent app.
- f. If you have applied for extra childcare with exchange and catch-up hours and you cancel the confirmed extra childcare 4 days (96 hours) before the start of the childcare, the exchange and catch-up hours are returned to you (in the situation of paragraph 4 sub b).
- g. If you have requested the confirmed extra childcare "on invoice" and you cancel it in the parent app at least 7 days before the childcare day, the day will be cancelled and not invoiced. If you have already received an invoice for extra childcare, please send an email to <u>support@partou.nl</u> after which you will receive a credit invoice (in the situation of paragraph 4 sub d). If you cancel the extra childcare after this period up to 4 days (96 hours) before the start of the childcare, you will receive exchange and catch-up hours.

schedule consequences cancellation extra care		
a.	Cancelled via the parent app at least 7 days	No invoice (or credit invoice) and childcare
	before the childcare day (before 7.00 am)	will be cancelled free of charge
b.	Cancelled via the parent app after the period mentioned under a. up to 4 days (96 hours) before the start of the childcare	You receive an invoice and the childcare is converted into exchange and catch-up hours
C.	Cancelled via the parent app less than 4 days (96 hours) before the start of childcare	You receive an invoice and exchange and catch-up hours used for extra childcare expire

Schedule consequences cancellation extra care

#### For example:

You have requested extra childcare for 8 November. If you want to cancel this free of charge, you must cancel no later than 1 November before 7.00am. When you cancel this childcare after that time, situation b. in the schedule applies.

#### Article 11 – Payment

- 1. The contractually agreed annual amount for childcare is invoiced in equal amounts over all 12 calendar months in advance on a monthly basis and the invoice is payable in advance on a monthly basis.
- 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. You submit this mandate to us digitally.
- 4. If you do not want your regular monthly invoice for childcare to be paid by direct debit, we reserve the right to charge administration costs per digital invoice.
- 5. If you change your agreement or you cancel your agreement with Partou and have used more childcare hours at that time than you are entitled to under the agreement, we will invoice these hours afterwards. This may be the case for holidays that have already been used but not yet paid,



because Partou invoices holidays equally throughout the calendar year. Example: if you cancel in September, you have used many holidays, because most holidays fall in the first eight (8) months of the calendar year, but relatively too little has been charged for the holidays used.

- 6. If you change your agreement or you cancel it and have used fewer childcare hours at that time than you are entitled to under the agreement, there will be no refund in money or in childcare for care hours already paid.
- 7. If we are temporarily unable to provide you with the agreed childcare as a result of force majeure (e.g. fire, strike, epidemic/pandemic, crime, etc.), we are not obliged to make a refund in money or childcare for care hours already paid, provided that Partou has done everything possible within the limits of the law and regulations to prevent this force majeure situation or to eliminate it as soon as possible.

#### Article 12 – Rate change

Once per calendar year, we review the rates for our products (this also includes packages) 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 take effect no earlier than 40 days after the day of announcement.

#### Article 13 - Change and/or termination of the contract

- 1. You can only cancel the agreement by means of the online cancellation form at <u>www.mijnpartou.nl</u>. We apply a notice period of one month.
- 2. You can pass on change(s) via <u>www.mijnpartou.nl</u>. We apply a change period of one month.
- 3. In addition to Article 6 and Article 17 of the Industry Conditions, we reserve the right to unilaterally change the agreement with regard to additional products, services and childcare packages offered, childcare hours offered per day (whether or not, in the case of bso, as a result of changed school hours), number of weeks open per year, opening and closing times, (cost of) transport or other activities (such as swimming lessons) for reasons of our own whether or not per branch or to terminated it during the term of the agreement.

The aforementioned change may also involve designating a different branch for your child's care or merging groups (whether or not at a different branch).

- 4. If your agreement is going to be changed or terminated as set out in paragraph 3 of this article, we will inform you as soon as possible and at least one month before the change or end date, barring emergencies or unforeseen circumstances, when changes are made as quickly as possible. In that case, if Partou believes a suitable alternative is available, you will receive a new proposal with a changed product, service or childcare package per change or end date:
  - a. If you do not accept this proposal at least one week before the change date, we will assume you do not wish to make use of the changed offer and the current agreement will end with effect from the change date.
  - b. If we want to change one of our childcare packages to an 'All Weeks Package', we will inform you - contrary to what is stated in the preamble of paragraph 4 of this article - at least two months before the change date.

If we are unable to offer you alternatives when a product, service or childcare package ends, your agreement will end on the end date specified by us.



- 5. If the branch where your child is being looked after is/will be part of a so-called Integral Child Centre (IKC), Multifunctional Accommodation (MFA) or a similar partnership, Partou may attach new conditions to it. If relevant, these will also (going to) apply to your agreement with Partou.
- 6. If your child is expected to be cared for at another location (with the exception of out-of-school care during school closing days and/or school holidays), you as a parent must give your contractual consent in advance. If this written consent is missing, your child cannot be taken care of due to laws and regulations.
- 7. In the event of changes that lead to a change in your childcare costs or, for example, if school times change, which means your childcare hours change, Partou can confirm these changes by means of an appendix to the agreement.
- 8. The Industry Conditions, including Article 6 paragraph 3, already lists several reasons for which the childcare can be cancelled. In addition, the following are also regarded serious reasons for terminating the agreement with parents:
  - a. if one or both parents lose the parental authority over the child;
  - b. if in Partou's opinion, there is a need for care or behaviour of your child that is disproportionately burdensome for the childcare group, as a result of which Partou cannot be expected to continue to provide services;
  - c. 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 14 - Liability

- 1. For cases when Partou can be held liable in connection with childcare, 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.
- 2. If you have indicated on the intake form that your child may participate in outings, Partou will take all safety measures and exercise supervision that can reasonably be expected of Partou during the outing. Outings can include visiting external playgrounds (whether indoor or not) or play activities outside the branch's premises, as well as transport to those venues. In the event of damage or accidents during outings, Partou will be liable, insofar as Partou has acted culpably, up to a maximum of the amount paid out by the insurance referred to in paragraph 1 of this article.
- 3. If a child causes damage during childcare to (the belongings of) another child, staff and/or third parties, the child's parent is responsible for this damage under Section 6:169 of the Dutch Civil Code. The parent must have third-party insurance for this. In the event that this damage occurs, Partou expects the parent to report to the person who suffered damage and to cooperate in the settlement of the damage. Should the parent fail to do so after repeated requests, Partou is entitled to pass on the contact details of the child's parents to the person who has suffered damage.

#### Article 15 - Provision of personal data

1. The contract parent is obliged to correctly provide Partou with all personal data (such as name, address, date of birth and citizen service number, where necessary also of the other parent) that is necessary for the execution of the agreement and verification by the Tax and Customs Administration, prior to the agreement commencement date. In the event of changes to the



aforementioned personal data, you must notify us via the parent app within one week of the effective date of the change.

- 2. How we handle the personal data you provide is set out in our privacy statement. You can find the content of this on our website <u>www.partou.nl</u>.
- 3. To enable verification with regard to the payment of childcare allowance by the Tax and Customs Administration, you must pass on your citizen service number and that of your child to Partou, prior to the agreement commencement date.
- 4. We are obliged to check your identity and that of your child on the basis of a valid proof of identity, in connection with the payment of childcare allowance by the Tax and Customs Administration and the verification thereof. If you do not cooperate with such an identity check or if you do not have a valid proof of identity, this may have consequences for both the childcare allowance and your agreement with Partou.
- 5. If due to changes in laws and regulations, Partou is obliged to provide other (personal) data to the Tax and Customs Administration or any other government authorities in the future, you are obliged to cooperate in the supply of this data.

#### Article 16 - Changes to these terms and conditions

Changes to these terms and conditions will be agreed upon by Partou with the contract parent.



#### Childcare packages that form part of the Additional terms and conditions Partou – March 2025

#### **CHILDCARE PACKAGES**

# The provisions that apply to your agreement are set out below. Which provision applies to your agreement depends on the childcare package you have chosen.

#### 1. Alle weken pakket (All-weeks package)

- a. Full day of childcare for 52 weeks per year on the contract day(s) (at the daycare centre).
- b. Childcare from the end of school in school weeks and full-day childcare in holiday weeks and on school closing days for 52 weeks per year on the contract day(s) (bso)

With the exception of the days as stated in Article 5 of Partou's additional terms and conditions.

#### Extra childcare packages that are not (or no longer) offered at every branch

For all childcare packages listed below, Partou determines whether it is generally possible at your branch to (continue to) purchase these packages. This is entirely at the discretion of Partou, taking into account various circumstances such as, among other things, space in the groups.

The rate of these extra childcare packages differs from the standard hourly rate of an all-week package. These packages are subject to a surcharge on the standard hourly rate.

#### 2. Schoolweken pakket – 40 weeks (School weeks package - 40 weeks)

Childcare for 40 school weeks per year on the contract day(s).

- a. For bso, these are the school weeks of the schools served by the branch and full-day childcare on school closing days on the contract day(s).
- b. For the daycare centre, these are the school weeks determined by the Ministry of Education, Culture and Science and/or the primary schools in the area. Partou has the right to determine which weeks are defined as school weeks and holiday weeks.

#### 3. Flexibele opvang pakket – 52 weken (Flexible childcare package - 52 weeks)

This is the standard package that offers childcare for 52 weeks per year, on the understanding that you are flexible as to when you use the pre-purchased days or half days. You always purchase a flexible standard package based on a fixed number of days or half days per week. Before the start date of the childcare, we agree on how many hours this will be per month. Other features of this package are:

- a. At the beginning of the calendar year, the parent app will list the flexible hours for the whole year based on your agreement. You can schedule these hours per day or half day via the parent app. To guarantee the day care you require, it is important to request this in the parent app at least one month in advance. Example: before 1 January, you let us know on which days you need childcare in February, before 1 February, you let us know for March and so on.
- b. If you have run out of flexible hours, you can only request flexible childcare per day or half day in the parent app with the payment method "On Invoice". You will then receive an invoice for the childcare that has been approved at the package rate stated in your agreement. Of course, you



can also choose to increase the number of hours in the agreement, so you can apply for childcare again with these hours.

- c. Any flexible hours left at the end of the calendar year will expire automatically. (Financial) refund and/or carrying over care days or half days to a new calendar year is not possible.
- d. In the case of flexible childcare, your child may be placed in another group at your branch. You will be informed about this in the parent app in advance. You have the option to accept or decline this placement.

#### 4. Af en toe pakket (Occasional package)

This option allows you to purchase childcare when you need it.

- 1. You request childcare in the parent app. Placement is only guaranteed when you receive confirmation in the parent app. From that moment on, a payment obligation applies for the day or half day that has been confirmed.
- 2. If you do not need childcare after all and you cancel it via the parent app at least 4 days (96 hours) before the childcare starts, you can cancel free of charge.

The following childcare options are available within the 'Occasional package':

#### Daycare centre:

a. Whole-day childcare: Childcare during branch opening hours.

b. Half-day childcare: Childcare from the opening time of the daycare centre until 13:00 or from 13:00 until the closing time of the daycare centre. If the duration of a morning or afternoon for the half-day childcare at your branch is different, this will be stated in your agreement.

Bso:

a. After school: childcare from the end of school until the closing time of the branch. b. During holiday weeks: Full-day childcare during branch opening hours.

#### 5. Opvang om de week (Childcare every other week)

This is childcare in all even or all odd weeks of the entire calendar year. This package therefore offers care for 26 weeks of the calendar year.

#### 6. Halve dag opvang en opvang tot 15.30 uur (Half-day childcare and care until 15:30)

Half-day childcare and care until 15:30 is childcare for the entire calendar year.

a. Half-day childcare (only at the daycare centre)

Childcare from the opening time of the daycare centre until 13:00 or from 13:00 until the closing time of the daycare centre. If the duration of a morning or afternoon for the half-day childcare at your branch is different, this will be stated in your agreement.

- b. Childcare until 15:30:
  - 1. Childcare from the opening time of the daycare centre until 15:30
  - 2. Childcare from school closing time until 15:30 at bso (and during the holidays from opening time until 15:30)



## 7. Vso en vervroegde en verlengde opvang (Childcare before school starts in the morning and early and extended care)

- a. Vso: 40 school weeks of childcare in the morning, before school starts. Our childcare staff will take your child or children to school from the vso.
- b. Early childcare is a service offering childcare one or half an hour before normal opening time of the location.
- c. Extended care is service offering childcare one or half an hour after normal closing time of the location.

### The following packages only apply if you have already entered into an agreement for one of these packages. These packages are no longer offered by Partou and are not interchangeable either.

- 48-weeks package
- Holiday package bso
- Flexible childcare package per hour (Top flex 0-hours package)

#### 8. 48 weken pakket (48-weeks package)

Childcare for 40 school weeks per year and 8 weeks during the official school holidays. For the daycare centre, these are the school weeks of the primary schools in the area served by Partou. If these schools use different holiday weeks, Partou has the right to determine which weeks are defined as school weeks and holiday weeks. In the case of bso, Partou assumes the school and holiday weeks of the school the child attends.

We schedule your child for 52 weeks per year. In the parent app, you indicate in which four (4) holiday weeks your child is absent. We call this 'contract hours to be cancelled'. The following applies:

- a. Public holidays, as stated in Article 5 of these terms and conditions, cannot be used to cancel contract hours. You will not receive exchange and catch-up hours for these days.
- b. It is your own responsibility to cancel the childcare for the number of weeks that suits your agreement. If you have cancelled insufficient contract hours at the end of the year (fewer than four (4) holiday weeks) and your child has therefore received more childcare than formally agreed on in the agreement, we will charge this in accordance with the standard hourly rate of the 48-weeks package.
- c. The four (4) holiday weeks to be cancelled do not have to be consecutive and can also be cancelled as separate days.
- d. If your agreement start after 1 January, we calculate the number of holiday weeks proportionally.

#### 9. Vakantiepakket bso (Holiday package bso)

With the bso holiday package, you can purchase whole childcare days that you can use during school holidays.

a. School holidays are the holiday weeks determined by the Ministry of Education, Culture and Science and/or the school holidays of the primary schools in the area. If the branch in question



looks after children from several schools with different holiday weeks, Partou has the right to determine which weeks are defined as school weeks and holiday weeks.

b. The maximum number of weeks in a holiday package is 12. If you purchase a holiday package for fewer than 12 weeks, please indicate in the parent app which weeks your child will not come. You indicate this under 'contract hours to be cancelled'. You must make a cancellation for the number of weeks that you do not come until the 12 weeks.
 Examples: if you purchase a holiday package for 6 weeks, you must cancel 6 weeks. If you have

a holiday package for 9 weeks, you must cancel 3 weeks. The following applies:

- 1. Public holidays, as stated in Article 5 of these terms and conditions, cannot be used to cancel contract hours. You will not receive exchange and catch-up hours for these days.
- 2. It is your own responsibility to cancel the childcare for the number of weeks that suits your agreement. If you have cancelled insufficient contract hours at the end of the year and your child has therefore received more childcare than formally agreed on in the agreement, we will charge this.
- 3. You must cancel at least one month before your holiday weeks.
- 4. The holiday weeks and days to be cancelled do not have to be consecutive.
- 5. If your agreement starts after 1 January, we calculate the number of holiday weeks and holidays proportionally.

### 10. Flexibele opvang pakket per uur (Top flex 0-uren pakket) (Flexible childcare package per hour (Top flex 0-hours package)

This package allows you to purchase individual hours. You request the desired childcare in the parent app. Placement is guaranteed as soon as you receive confirmation in the parent app. From that moment on, a payment obligation applies for the hours that have been confirmed.

- a. You can purchase at least one hour at a time at the bso and at least two consecutive hours at the daycare centre. To guarantee the hours of care you require, it is important to request this in the parent app at least one month in advance.
- b. If it turns out afterwards that you have taken more hours than agreed, these hours will also be invoiced. We round up per half hour.
- c. If you do not need childcare after all and you cancel it via the parent app at least 4 days (96 hours) before the childcare starts, you can cancel free of charge and you will receive a credit invoice.
- d. If you have (had) another package in the same calendar year, you cannot use accrued exchange and catch-up hours from that package for extra care within your Top flex 0-hours package.