



Villa Bloom General Conditions

Article 1. Definitions

In the Villa Bloom Conditions the following definitions apply:

Care day

A day that child care is used.

Parents

The parents, guardians or carers together, or if the child has one parent, guardian or carer, then individually.

Type of care

- a) Day care: whole day care of children from the age of twelve weeks to four years, during regular opening hours.
- b) After school care: after school hours care of primary school aged children from the age of four to the end of their primary school years. This includes school holidays and a number of primary school teacher study days as set by Villa Bloom.
- c) Holiday care: care during all school holidays of primary school children from the age of four to the end of their primary school years.
- d) Flexible care: child care on varying days for children from 12 weeks to four years old.

Placement

A place taken for one or more types of child care per child for one or more days.

Placement Agreement

The Villa Bloom Placement Agreement is the written confirmation of placement that includes: type of care, the name and address of the day care centre, the commencement and end date of the placement, care days, the full hourly rate, the number of hours of care and the costs per month. The Placement Agreement is to be signed by the parent who's details are included in the section parent information of the Placement Agreement.

Conditions

The Villa Bloom Conditions is the document containing to the Villa Bloom Placement Agreement and applies to all Villa Bloom locations.

Article 2. Length of Placement

- Placement commences on the first or the sixteenth day of a calendar month.
- Placement agreements for day care and flexible care are entered into for a defined period of time and automatically terminate on the fifteenth or the last day of the month after the fourth birthday of the child concerned.
- It is possible to extend the placement agreement till the fifth birthday of the child, the parents can request this in advance or during the placement period of the child. Agreements can only be extended if there is an available opening in the group.
- Placement agreements for after school care, holiday care and before school care are entered into for a defined period of time and automatically terminate on the first day of the month that the child concerned commences high school.

Article 3. Termination of Placement

1. Either party may prematurely terminate the placement by giving written notice taking into account a notice period of one month. A cancellation by the parents is only valid if sent by registered mail, email or requested via the Parent Portal. The cancellation by one party is deemed to take effect on the day that the written notice is received by the second party. The placement will be terminated on the fifteenth or the last day of the month.
2. Villa Bloom reserves the right to terminate a placement, at any time without observance of a notice period, if and when the continuing provision of a placement can no longer be reasonably expected from her. This is in any event the case if the care of the child is such that it requires so much extra time and attention that Villa Bloom is hindered in providing adequate care to the child concerned and/or the other children at the respective day care centre.
3. Villa Bloom reserves the right to immediately terminate a placement if:
 - a. the charges referred to in Article 6 of these conditions are not met for a period of one month or longer. A termination in this context means that all payment obligations by the parents for the period up until the end date of the placement must still be met;
 - b. the parents act in any way contrary to their obligations resulting from the placement of their child.
4. The placement may be terminated with immediate effect by either party in the case of suspension of payment, bankruptcy or involuntary liquidation from either party.

Article 4. Changes to Placement

The placement can be changed at the request of the parents.

A change in this context means:

- A change to the type of care, a change to the number of day care days, a change of day care to another day or a combination of the previously mentioned changes.

- Any changes made in regards to placement will only be effective once a new Placement Agreement has been signed. A new Placement Agreement supersedes any prior Placement Agreement.
- To any request to reduce the number of care days, the conditions in Article 3, paragraph 1 regarding termination of an agreement are to be applied mutatis mutandis'.

Article 5. Cancellation of Placement

The parents may decide to cancel a placement before the commencement date of the placement without observing a notice period. Should the parents cancel the placement within one month prior to the commencement date, a cancellation fee of one full month childcare fee will be charged by Villa Bloom. A cancellation is only valid if it is sent by email or registered mail and is signed by both parents. The cancellation is deemed to take effect on the day that the written notice or email is received by Villa Bloom.

Article 6. Costs

Parents are required to pay Villa Bloom a monthly fee.

1. The fee amount is stated in the Placement Agreement concerned. The fee is based on the number of care days agreed per placement.
2. If the placement commences on the sixteenth of the month, the monthly fee will be calculated pro rata.
3. Parents are liable to full payment of the costs payable by them irrespective of whether the placement is actually used.
4. Parents receive a monthly invoice with regards to the fees concerned.
5. The National Holiday days Villa Bloom is closed are calculated in the hourly price.
6. For After School Care options, parents will receive an end invoice. The monthly fee is based on a year fee spread over 12 months. If the contract ends for example after 10 month, a correction invoice will be send to the parents.

Article 7. Payment

Payment of the fee as outlined in Article 6 shall be made exclusively by direct debit, as stated in the Placement Agreement concerned.

1. If the parents have authorised the tax department, UWV (Dutch employee insurance administration agency) and/or the municipality to directly pay their childcare benefit to Villa Bloom as compensation for their services, the parents must provide a copy of the relevant documents to Villa Bloom.
2. If the childcare benefit is paid directly by the tax department, UWV and/or the municipality as part payment of the Villa Bloom fee, the parents must pay the remainder of the fee to Villa Bloom in the manner described in the preamble to this Article.

3. An authorisation as referred to above does not relieve the parents of their obligation for payment. The parents remain fully obliged to pay the monthly fee if the authorised payments are not made or are incompletely made.
4. If Villa Bloom is unable to collect payment as stated above, Villa Bloom is entitled to charge administrative costs and statutory interest and, in addition, may use all other legal measures available to collect the outstanding amounts owed and stop the contract directly.

Article 8. Changes to the Costs

1. Villa Bloom is entitled to unilaterally amend the fee structure as outlined in Article 6 if any of the following occur:
 - a. autonomous changes to, for example, wages under the Child Care Collective Agreement, food costs, rent and energy prices;
 - b. changes due to decisions taken by the government or changes to government policy;
 - c. amendments by Villa Bloom based on their own standards pertaining to child care.
2. An amendment to the fee structure takes effect as of 1 January of the new calendar year and parents will be notified of any change before 31 October of the current calendar year. Villa Bloom reserves the right to amend fees during the calendar year with a notice period of two months if amendments to the fee structure are made as a result of changes to the Child Care Collective Agreement.

Article 9. Opening Times

1. The Villa Bloom opening times are in principle as follows:
 - a. day care: from 7.30am to 6.30pm
 - b. after school care Loosduinen: from the end of the school day to 6.30pm and from 8.30am to 6.30pm in the school holidays.
after school care Kieviet: from the end of the school day to 6.30pm and from 8.00am to 6.30pm in the school holidays.
 - c. flexible care: from 7.30am to 6.30pm.
 - e. Extended opening times 6.30 pm to 7.00 pm.
2. Villa Bloom reserves the right to amend the opening hours if deemed necessary in relation to the requirements with regards to child care, subject to the statutory provisions. Except for special circumstances, the parents will be notified in writing of any such amendment no later than two months before the change becomes effective.
3. Villa Bloom is closed on official public holidays and remembrance days as well as on weekdays established by Villa Bloom and/or pursuant to the Child Care Collective Agreement. Notification of the days that Villa Bloom is closed will be made at the latest in the first month of the calendar year.

Article 10. Locations

- Loosduinse Hoofdstraat 536, 2562 BE in The Hague. (Daycare & After School care services)
- Beeklaan 535a, 2562 BE in The Hague (Daycare)
- Utenbroekestraat 4, 2597 PH The Hague (Daycare)
- Thomsonlaan 17c, 2565 KX The Hague (Daycare)
- Buurtweg 16, 2244 AD Wassenaar (Daycare & After School care services)

Article 11. Liability

Villa Bloom is only liable for damages resulting from the activities referred to in the preamble of this document, subject to damage for which it is legally liable and only to the extent that the insurance policy taken out by Villa Bloom provides the necessary cover.

Article 12. Privacy

Villa Bloom maintains the utmost confidentiality in handling sensitive information about parents and children and will not disclose this information to third parties, subject to exceptions stipulated by law.

Article 13. Complaints and Requests

Individual and specific complaints about conduct or actions and decisions or omissions by Villa

Bloom and staff must be submitted in writing within two months to the management of Villa Bloom. If parents are not satisfied with the settlement of a complaint by Villa Bloom, they can contact the Childcare Complaints Foundation to take the matter further.

Requests concerning cancellation of any parts of these conditions, such as notice period or cancellation costs, will be rejected. If parents disagree with the rejection of the request by Villa Bloom, they can turn to the Childcare Disputes Committee.