



Childcare Location Regulations

Kibeo

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CHILDCARE LOCATION REGULATIONS

These Regulations are an addition to the General Terms and Conditions for Childcare (Branchevereniging Maatschappelijke Kinderopvang –Trade Organisation for Public Childcare).

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Opening hours

1. The days and hours when a location is open vary per location. This information is available on the website of your location. Regular opening hours of all childcare locations are available on kibeo.nl.
2. During school holidays, a number of before- and after-school care locations will be open for the VakantiemiX. Opening days and hours may vary per location.
3. If 24 December and 31 December are not in a weekend, then all childcare locations close at 4.30 p.m. on these days.
4. All childcare locations and our Central Office are closed on:
 - a. Saturdays, Sundays, generally recognised Christian and national holidays;
 - b. a maximum of two days that are determined by the organisation: the day after Ascension Day and any other day (to be decided), linking a bank holiday to a weekend¹;
 - c. a maximum of two inset days per year, to be decided by the organisation.
 The dates of these (closed) days will be communicated at least two months prior via email and on kibeo.nl.
5. Some childcare Elorah locations also close on Prayer and Harvest Day (Biddag and Dankdag voor het gewas) and on Good Friday.

General rules for dropping off and picking up your child

1. If another person than the parent(s)/guardian(s) is going to collect the child, then the parent(s)/guardian(s) must provide that person's name and the time the child will be picked up to an educational assistant. Without this information, the educational assistant will not surrender the child to third parties. Children under the age of 9 are not surrendered to children younger than 12.
2. A child under the age of 9 may only be picked up by a child of 12 or older if the parent(s)/guardian(s) have given their written permission.
3. Provided the parent(s)/guardian(s) and the educational assistant have given their written permission, a child from group 5 and up will be allowed to go to before- and after-school care, home, school or externally organised events alone, provided the distance is no more than 3 km. For playing in the vicinity or at their friends' homes, the distance permitted is 1 km from the childcare facility. This will be laid down in an 'Overeenkomst zelfstandigheid kinderen' (Children's Independence Contract). If, according to the educational assistant, independence is too risky for a certain child or in a certain situation, then the educational assistant may decide – in consultation with the parents – that the child is not allowed to leave the childcare facility unattended.
4. Provided the parent(s)/guardian(s) have given their written permission, a child is allowed to attend an externally² organised event. Kibeo's responsibility for the child starts from the moment the child is in an educational assistant's care. Kibeo's responsibility for the child ends when the child is back in the care of their parent(s)/guardian(s), or any responsible party appointed by them. That is where Kibeo's responsibility ends and the appointed person(s)'s begins. Transport to and from the event must be arranged and paid for by the parent(s)/guardian(s).

¹ In 2025, this is Friday 30 May (the day after Ascension Day). There will be no other organisation-related closed day in 2025.

² Also including workshops, sports clubs, music lessons or any other organised activity.

5. If, within a 6-month period, a child has been dropped off too early and/or picked up too late on four occasions, then the parent(s)/guardian(s) will be fined € 100.– per child.
6. The hours for pick-up and drop-off vary per contract. Children can be dropped off and picked up from/use the care within the agreed contractual hours. Opening hours are published on kibeo.nl.

Dropping off and picking up your child (before- and after-school care)

1. The following stipulations apply to dropping off and picking up your child.
 - a. If a child is attending an attached school that is adjacent to the before- and after-school care location (see kibeo.nl for an up-to-date overview), then the child will be picked up from and/or dropped off at school by the educational assistants.
 - b. If a school is not attached to a before- and after-school care location, then the parent(s)/guardian(s) are themselves responsible for the transport of the child and for the associated costs.
 - c. If a child is enrolled in a before- and after-school care location that is more than 1.5 km away from the school (see kibeo.nl for an up-to-date overview of attached schools), then the parent(s)/guardian(s) are themselves responsible for the transport of the child and for the associated costs.
2. There are three ways in which children can go to or leave the before- and after-school care:
 - a. Under supervision of an educational assistant from Kibeo
 - b. Travelling alone
 - c. Under the responsibility of the child's parent(s)/guardian(s) (by taxi, for instance).
 - With after-school care, Kibeo's responsibility for the child starts from the moment the child is under an educational assistant's supervision. In case of before-school care, the educational assistant makes sure that the child is taken into the classroom or left under the supervision of a teacher in the playground. Here Kibeo's responsibility ends and the school's begins.
 - A child can go to before- and after-school care, school and/or home by itself when it is in group 5 and the distance is no more than 3 km. For this purpose, parent(s)/guardian(s) and the child must sign an 'Independence Contract for Children'.

If a child goes to the before- and after-school care by itself or goes home and/or to school by itself, Kibeo's responsibility starts upon entry into the care location, and ends when the child has left the care location. This stipulation is also applicable to playdates and going to an externally organised activity such as a workshop, sports club, music lesson or any other externally organised activity under contractual before- and after-school care hours.

 - If a child attends before- and after-school care or school or an externally organised activity, other than under an educational assistant's supervision or by themselves (by taxi, for instance), this will be the responsibility of the parent(s)/guardian(s). Transport must be arranged and paid for by the parent(s)/guardian(s). If so desired, Kibeo will provide for (taxi) transport upon request.
 - Some trajectories between the school and the location have been designated as fixed transport trajectories³. The fixed transport trajectories are available on kibeo.nl. On these trajectories, Kibeo arranges (sustainable) transport. For this, transport fees are charged. Transport fees are fixed costs. Payments for unused transport will not be refunded.

³ Due to the distance between school and the before- and after-school care location, the children are picked up by a (sustainable) means of transport rather than on foot, such as with a before- and after-school care bus or Gocab (electrical) bicycle taxi.

If a child is not in attendance

1. On days that a child will not be in attendance, the parent(s)/guardian(s) must report this via the parent portal (ouderportaal) before 8.30 a.m. in order to be eligible for 'afwezigheidstegoed' (absence compensation).
2. If a child will not be attending the before-school care of the care location, the parent(s)/guardian(s) must report this via the parent portal (ouderportaal) before 8 a.m. in order to be eligible for 'afwezigheidstegoed' (absence compensation).
3. If a child will not be attending the after-school care of the care location, the parent(s)/guardian(s) must report this via the parent portal (ouderportaal) before 9 a.m. in order to be eligible for 'afwezigheidstegoed' (absence compensation).
4. If a child will not be attending care during the VakantiemiX, the parent(s)/guardian(s) must report this via the parent portal (ouderportaal) before 9 a.m. The reported hours are not eligible for 'afwezigheidstegoed' (absence compensation), see also: 'Switching hours'. The following applies to flexible holiday hours: reserved dates and hours may be cancelled, if the Customer Relations Office is notified at least 72 hours before the reserved date and hour. See also: 'Cancelling'.
5. Unused care or services are not refunded. See also 'Care offer (general)'.

General childcare offer

1. Daycare: the care, education and contribution to the development of children aged 6 weeks to elementary school age in vertical groups, and horizontal baby and toddler groups, or a combination thereof.
2. Before- and after-school care: care of children in the elementary school age until the first day of the month that secondary school starts.
3. For certain regions and locations, we use different option and fees. If this is the case for a particular location, then this will be published on the location webpage. A full description of the care offer and the fees of the current calendar year are available on kibeo.nl.
4. The package that was chosen including any additions will be renewed automatically every year.
5. Kibeo may decide to designate services from the services package as a transitional arrangement (TA). From the moment that a service becomes a transitional arrangement and has been given the tag TA, it is no longer a part of the current services. TA services will not be included in new contracts or as an amendment to present contracts (resulting in new arrangements). Kibeo may also choose a fixed date on which a transitional arrangement expires definitively.
6. Where services and/or forms of care are combined, the fee for the relevant service and/or form of care will be charged.
7. The children may use the care on set, pre-arranged half-days, or use a flexible roster⁴. In case of fixed days, it is also occasionally possible to purchase more hours, or to extend half-days.
 - a. Fixed purchase
Your child is in Kibeo's care on set, pre-arranged half-days or hours.

⁴ As of 01-01-2020, flexible care is no longer included in new contracts or as an amendment to existing contracts.

If you structurally need different hours or more hours, you need to apply for this 1 month prior with Kibeo's Customer Relations Office. If your child cannot be placed on the desired days and hours, then it will be placed on a list.

b. Flexible roster with guaranteed placement⁵.

The following requirements apply to Kibeo's '*Altijd anders*' flexible care service:

- The average number of hours per month is determined in consultation with the parent(s)/guardian(s).
- The parent(s)/guardian(s) must book the desired care days and hours at the location for three consecutive months at maximum.
- Days and hours may be booked no more than 3 months prior and at least 10 working days prior.
- Children are placed in order of enrolment.
 - Children do not have a fixed group; every single time we will discuss anew in which group a child may be placed.
- Days and hours that are booked, cannot be cancelled from 72 hours before the desired care days and hours.
- Flexible hours vary per child and apply per care type, per calendar year.

The following applies to daycare:

- Time can be purchased as of 4 hours per session at minimum, after that per half-hour.

The following applies to before- and after-school care:

- Purchase is possible as of 2 hours per session of after-school care (ASC) at minimum and 1 hour of before-school care (BSC) at minimum, after that per half-hour.

c. Incidental purchase

Extra hours or the incidental extension of half-days can be purchased as a supplement to a fixed care contract. The following requirements apply:

- These hours may be booked as from 21 calendar days in advance.
- Kibeo will assess whether these extra hours are available.
- The parent(s)/guardian(s) book the desired care days and hours at their child's location.
- Days and hours that have been booked cannot be cancelled from 72 hours before these care days or hours.

The following applies to daycare:

- Purchase is possible as of 4 hours per session at minimum, after that per half-hour.
- Half-days may be extended by a half-hour per session.
- Extra hours will be charged on the basis of the applicable fee.

The following applies to before- and after-school care:

- Only possible during school weeks.
- Purchase is possible as of 2 hours per session at minimum of after-school care (ASC) and 1 hour of before-school care (BSC).
- Half-days may be extended by a half-hour each time.
- Extra hours will be charged on the basis of the applicable fee, or, where available, flexible holiday hours may be used. For hours outside of regular hours, the applicable fee is charged.

⁵ This is a transitional arrangement (TA). As of 01-01-2020 the service '*Altijd anders*' is no longer included in new contracts or as an amendment to existing contracts. '*Altijd anders*' (TA) is offered on designated locations. There is no guarantee for placement under transitional arrangements (TA) on Goeree Overflakkee.

8. Switching hours is possible via 'afwezigheidstegoed' (absence compensation). The care location must be notified of the absence 6 weeks⁶ prior to the absent day. The following applies: where necessary, it is possible to cancel fixed half-days and use these hours on other days, provided:
- this request is made no sooner than 10 working days prior;
 - Kibeo has decided that the staffing allows for the use of the balance of hours;
 - placement, which is granted on the basis of the order of enrolment, is possible; full is full;
 - the group is open on the chosen dates;

Furthermore, the following applies:

- absence compensation is child-bound and applies per care type, per calendar year or – where the contract is terminated in the present calendar year – until the last day of the contract;
- unused absence compensation will not be refunded (see General offer).

The following applies to daycare:

- Purchase is possible as of 4 hours per session at minimum, after that per half-hour.
- Half-days may be extended by a half-hour each time.
- 'Dagopvang vanaf 2 dagen' (Daycare from 2 days) no more than 264 hours per calendar year.
- 'Dagopvang vanaf 2 dagdelen' (Daycare from 2 half days) no more than 132 hours per calendar year.
- 'Dagopvang OV-regelingen' (Daycare TA arrangements) no more than 132 hours per calendar year⁷.

The following applies to 'Peuteropvang 4 uur per dagdeel, 2 dagdelen per week, 40 weken' (Toddler care 4 hours per half day, 2 half days per week, 40 weeks):

- No more than 40 hours per calendar year.

The following applies to 'Dagopvang maatwerk minimaal 4 uur per dagdeel, 40 weken' (Tailored daycare minimum 4 hours per half day, 40 weeks):

- No more than 40 hours per calendar year.
- 'Past bij jou TA arrangements' no more than 40 hours per calendar year.

The following applies to before- and after-school care:

- Only during school weeks.
- Purchase is possible 2 hours of after-school care (ASC) each time and 1 hour at minimum of before-school care (BSC).
- By way of extending half-days, by a half-hour each time.
- 'NSO vanaf 3 middagen' (ASC from 3 middays) \geq 3 ASC days incl. 140 flexible holiday hours p/y; no more than 70 hours per calendar year
- 'NSO vanaf 2 middagen' (ASC from 2 middays) \geq 2 ASC days incl. 130 flexible holiday hours p/y; no more than 70 hours per calendar year.
- 'NSO vanaf 1 middag (ASC from 1 midday) incl. 120 flexible holiday hours p/y, no more than 35 hours per calendar year
- Tailored before- and after-school care: no more than 35 hours per calendar year.

⁶ With the exception of the summer holiday, which may be reported via the parent portal 2 months prior to the start of the summer holiday in the region concerned.

⁷ With the exception of the *Altijd Anders* TA daycare service, this service does not include the option of afwezigheidstegoed (absence compensation).

- Before- and after-school care under transitional arrangements: no more than 35 hours per calendar year⁸.

If a reported absent day is changed to a day in attendance, the request will be reviewed anew on the basis of the requirements for incidental care.

The option for building up absence compensation hours to use them for swapping extra care hours, does not apply to generally recognised Christian and national holidays, organisation-related inset days, Prayer and Harvest Day and Good Friday, if the centre is closed on those days. You can use those hours, however, for two extra closed days at maximum, to be decided by the organisation. For these two extra closed days the absence compensation hours will automatically be added to the balance at the start of the month of the closed day. The absent hours of the two extra closed days will be added to the maximum balance that is applicable each year.

9. Kibeo may decide to offer (temporary) care at another group or location. The location-specific working method is outlined in the location's Education Plan, which can be viewed in the group's location.
10. The number of half-days that has been agreed upon will be provided for immediate use or can be booked. If any half-day is not used, or not in full, the full price for this half-day will nonetheless be owed.
11. If the child is absent due to illness, a vacation or for any other reason, and on generally recognised Christian and national holidays, organisation-related inset days, Prayer and Harvest Day and Good Friday when the location is closed, this will not be subtracted from the monthly amount due. The half-days are also not compensated.
12. Unused care and services (a.o. (holiday) hours that have already been paid, flexible hours, incidental hours and/or hourly timecards, absence compensation, (taxi)transport, breakfast etc.) are not refunded.

Daycare offer

1. The following applies to daycare: a half-day in daycare typically consists of 5.5 hours⁹; an entire day consists of 11* hours. There is a minimum requirement of 2 half-days per week during a period of 1 consecutive month.

The regular starting and end times are:

Morning	7.30 a.m. – 1.00 p.m.
Afternoon	1.00 p.m.– 6.30 p.m.
Full day	7.30 a.m. – 6.30 p.m.

A half-day in Daycare typically consists of 5.5 hours; an entire day consists of 11 hours. There is a minimum requirement of 1 half-day per week during a period of 2 consecutive months.

The regular starting and end times of '*Altijd Zeker TA*' are:

Morning	7.30 a.m. – 1.00 p.m.
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⁸ With the exception of the before- and after-school care *Altijd Anders TA* service. This service does not include the option of afwezigheidstegoed (absence compensation).

⁹ The number of hours per half-day of care for which a parental contribution – income-related or otherwise – is required, is dependent on the availability and policies of the municipality concerned.

Afternoon	12.30 p.m.– 6.00 p.m.
Full day	7.30 a.m. – 6.00 p.m.

The following applies to designated locations: a half-day in Daycare typically consists of 5.5 hours; an entire day consists of 11* hours. There is a minimum requirement of 2 half-days per week during a period of 1 consecutive month.

The regular starting and end times are:

Morning	7.30 a.m. – 12.30 p.m.
Afternoon	12.30 p.m.– 6.00 p.m.
Full day	7.00 a.m. – 6.00 p.m.

2. When they have reached the proper age, children – where possible – will automatically be placed from horizontal groups to the next age group by the Customer Relations Office.
3. The following applies to the service ‘Daycare from 2 days’¹⁰ :
52 weeks¹¹ per year¹² on 2 fixed regular previously agreed days at minimum, the children can attend the care, with the exception of the closed days outlined under ‘Opening hours’.
4. The following applies to the service ‘Daycare from 2 half-days’:
The children can use the daycare 52 weeks¹³ per year¹⁴ on 2 fixed regular previously agreed half-days at minimum, the children can attend the care, with the exception of the closed days outlined under ‘Opening hours’.
5. The following applies to the service ‘Dagopvang maatwerk’ (Tailored daycare)^{15 16}:
 - a. On 2 fixed regular previously agreed half-days at minimum, the children can attend the care, with the exception of the closed days outlined under ‘Opening hours’. The annual number of weeks of care and the number of hours per half-day are determined in consultation with the parent(s)/guardian(s):
 - I. Purchase is possible as of 40 weeks per year
 - II. Purchase is possible as of 4¹⁷ hours each time at minimum. After that, per half-hour.

¹⁰ The service ‘Altijd zeker >3 days incl. Wednesday or Friday is covered by the service ‘Daycare from 2 days’ as of 1-1-2024. (The two services have identical conditions).

¹¹ A number of designated locations are excepted from this. Here, you can book daycare in 50 weeks. Two designated weeks in August are excluded. This is a transitional arrangement (TA) which is no longer available for new agreements and adjustments to agreements as of 01-01-2024.

¹² A number of designated locations from Junia form an exception. Here, you can book daycare from two days in 40 weeks. Two designated weeks in August are excluded. This is a transitional arrangement (TA) which is no longer available for new agreements and adjustments to existing agreements as of 01-01-2024.

¹³ A number of designated locations are excepted from this. Here, you can book daycare in 50 weeks. Two designated weeks in August are excluded. This is a transitional arrangement (TA) which is no longer available for new agreements and adjustments to agreements as of 01-01-2024.

¹⁴ A number of designated Junia locations are excepted from this. Here, you can book ‘Daycare from 2 days in 40 weeks’. This is a transitional arrangement (TA) which is no longer available for new agreements and adjustments to agreements as of 01-01-2024.

¹⁵ A number of designated locations are excepted from this. Here, you can book daycare in 50 weeks. Two designated weeks in August are excluded. This is a transitional arrangement (TA) which is no longer available for new agreements and adjustments to agreements as of 01-01-2024.

¹⁶ The service ‘Dagopvang maatwerk’ (Tailored daycare – formerly known as ‘Past bij jou’) is no longer offered in the Wiedewei en Kibeo Achterdorp locations as of 1-1-2023. An exception is made for daycare which is paid with an (income-related) parental contribution. In these cases, the number of hours per half-day depends upon what is on offer in the municipality concerned and also what policy is followed there.

¹⁷ The minimum number of hours per half-day may vary, depending on the availability and policy in the relevant municipality.

- III. It is possible to extend half-days by purchasing a half-hour at minimum each time.
- b. If a combination is made with another daycare service, then the tailored rate applies for all care, including the care hours that fall under a different service¹⁸.
 - c. If a combination is made with another daycare service, then the tailored rate applies for all care, including the care hours that fall under a different service. If more than 40 weeks, but less than 52 weeks of care are purchased, then the weeks in which no care was purchased must be reported to the Customer Relations Office prior to 24 December of the previous year (in full weeks¹⁹).
 - d. If 40 weeks of care are purchased during school weeks, then the 12 weeks per year in which no care is purchased do not need to be reported to the Customer Relations Office. These weeks will automatically fall in the holiday weeks that have been determined for the relevant year²⁰.
 - e. If 26 weeks of care are purchased, then the care will be provided either in the 'even' or in the 'odd' weeks²¹. Prior to the care it will be laid down in the contract whether it will be provided in the 'even' or 'odd' weeks. The 26 weeks per year in which no care is purchased automatically fall in the intervening weeks, and do not have to be reported to the Customer Relations Office.
6. The following applies to the service 'Peuteropvang' (Toddler care):
- a. Children who are 2 or 3 years old can use the daycare on at least 2 previously agreed upon set half-days for 40 weeks a year, with the exception of the closed days outlined under 'Opening hours'.
 - b. Purchase is allowed from 4 hours at a time onwards^{22 23}.
 - c. Toddler care is offered in consultation with Client Relations on set locations on set days and times.
7. If a parental contribution – income-related or otherwise – is paid, the following applies:
- a. The children can attend the care location in the previously agreed number of weeks per year on their usual previously agreed half-days, with the exception of the closed days outlined under 'Opening hours'. The number of weeks of care per year and the number of hours per half-day will be discussed with the parent(s)/guardian(s), subject to the relevant municipality's applicable terms and policy.
 - b. The 40 weeks of care are used in school weeks; the 12 weeks per year in which no care is purchased fall automatically in the holiday weeks that are scheduled for that particular year²⁴.

¹⁸ Not included are agreements made before 1-1-2024 in which the service 'Maatwerk OV' (Tailored TA – formerly known as 'DO Past bij jou') is combined with another daycare service. In this case, the applicable rate is charged per service. This rate differs per service. This is a transitional arrangement (TA) which is no longer available for new agreements and adjustments to agreements as of 01-01-2024.

¹⁹ If the weeks in which the child is not in attendance are not reported to the Customer Relations Office in time, then these weeks will also be charged.

²⁰ The holiday weeks designated by the government/schools for the region in which the school or the location is located.

²¹ This is a transitional arrangement; 'Maatwerk 26 weken even/oneven OV (Tailored 26 weeks even/oneven TA – formerly known as Past bij jou) is a transitional arrangement (TA) which is no longer available for new agreements and adjustments to agreements as of 01-01-2024.

²² A number of designated Elorah branches are excepted from this. Here it is possible to purchase a half-day Toddler care of 5.5 hours from 7.30 a.m. to 1.00 p.m.

²³ For a certain number of designated facilities of Elorah this is different. At these facilities, it is possible to purchase a half-day (2.5 hours) of Toddler care.

²⁴ The holiday weeks determined by the government/schools for the region in which the school or location is located.

Before- and after-school care offer

1. The following applies to before- and after-school care: a regular half-day of before-school care (BSC) is 1.5 hour, after-school care (ASC) is at least 3.5 hours each time²⁵ and falls in school weeks. It is possible to extend a regular ASC half-day, from a half-hour each time. The regular starting times are aligned with the school hours of the attached school²⁶.
2. The following applies to before- and after-school care (fixed purchase): a minimum purchase of 1 half-day per week per child during 1 consecutive month during school weeks (this applies to both before- and to after-school care).
3. The following applies to 'NSO vanaf 3 middagen' (ASC from 3 days):
 - a. During the 40 school weeks per year the children can attend the care on at minimum 3 fixed previously agreed ASC middays, with the exception of the closed days outlined under 'Opening hours', with a mandatory attendance on one Wednesday or Friday at minimum.
 - b. The minimum number of 140 flexible holiday hours can be used in school holidays for the VakantiemiX and/or on inset days and school closed days, and may be used for incidental extra care during school weeks.
4. The following applies to 'NSO vanaf 2 middagen' (ASC from 2 days):
 - a. The children can use the ASC during the 40 school weeks per year on at least 2 fixed regular previously agreed ASC middays, with the exception of the closed days outlined under 'Opening hours'.
 - b. The 130 flexible holiday hours at minimum can be used in school holidays for the VakantiemiX and/or on inset days and school closed days and may be used at will for incidental extra care during school weeks.
5. The following applies to 'NSO 1 middag' (ASC 1 midday):
 - a. Children can use the 40 school weeks per year on fixed regular previously agreed half-days, with the exception of the closed days outlined under 'Opening hours'.
 - b. The 120 flexible holiday hours at minimum can be used in school holidays for the VakantiemiX and/or on inset days and school closed days and may be used at will for incidental extra care during school weeks.
6. The following applies to the service 'Voorschoolse opvang (VSO)' (Before-school care BSC):
 - a. The children can use BSC for 40 school weeks per year on fixed regular previously agreed mornings, with the exception of the closed days outlined under 'Opening hours'.
 - b. Before-school care is offered in consultation with Client Relations on set locations on set days and times.
 - c. The regulare closing times are coordinated to match the school hours of the school involved.
 - d. The 120 hours at minimum flexibele holiday hours can be used in school holidays for the VakantiemiX and/or on inset days and school closed days and may be used at will for incidental extra care during school weeks.
7. The following applies to the service 'NSO vanaf 1 dagdeel OV' (ASC from 1 day)²⁷:

²⁵ At designated locations in the municipality of Bergen op Zoom, a regular half-day of ASC consists of at least 3 hours per session in school weeks.

²⁶ At designated locations in the municipality of Drimmelen, the BSC is 1 hour and the ASC is 3, 4 or 6.5 hours, depending on the school's offer. This concerns a transitional arrangement (TA) which is not included in new contracts or as an amendment to existing contracts as of 01-01-2022.

²⁷ This is a transitional arrangement (TA). The service 'NSO vanaf 1 dagdeel OV' (ASC from 1 day) which is no longer available for new agreements and adjustments to agreements as of 01-01-2020. Conditions apply as well to the service 'NSO Dag OV' (ASC day TA) which is no longer available for new agreements and adjustments to agreements as of 01-01-2017.

- a. The children can use the 40 school weeks per year on fixed regular previously agreed half-days, with the exception of the closed days outlined under 'Opening hours'.
 - b. A regular half-day of after-school care (ASC) is 3 hours at minimum.
 - c. The 110 flexible holiday hours at minimum can be used in school holidays for the VakantiemiX and/or on inset days and school closed days and may be used at will for incidental extra care during school weeks.
8. The following applies to the before- and after-school care service 'Af en toe er tussenuit TA'²⁸:
- a. 40 school weeks per year the children can attend the care on fixed standard previously agreed half-days, with the exception of the closed days outlined under 'Opening hours'.
 - b. A standard half-day of after-school care (ASC) is 3 hours at minimum.
 - c. The minimum number of 55 flexible holiday hours can be used during school holidays for the VakantiemiX and/or during inset days or school closed days and for incidental extra care in the school weeks as desired.
9. The following applies to 'BSO maatwerk' (Tailored BSC)²⁹:
- a. The children can use the care in a number of previously agreed upon weeks per year on fixed previously agreed half-days, with the exception of the closed days outlined under 'Opening hours'. The number of weeks of care per year and the number of hours per half-day will be discussed with the parent(s)/guardian(s)³⁰.
 - b. Purchase is possible from 2 hours each time at minimum of after-school care (ASC) and 1 hour at minimum of before-school care (BSC). Then per half-hour.
10. For before- and after-school care, a services package can be composed, with or without holiday care. For a comprehensive description of the options see the overview on kibeo.nl (in Dutch).

VakantiemiX

The VakantiemiX is the before- and after-school care during the holiday. All before- and after-school care locations that are open during the school holidays³¹ also offer the VakantiemiX. A holiday half-day is typically 5.5 hours; a holiday day is typically 11 hours.

The regular starting and end times are:

Morning	7:30 a.m. – 1:00 p.m.
Afternoon	1:00 a.m. – 6:30 p.m.
Full day	7:30 a.m. – 6:30 p.m.

VakantiemiX offer

- a. Care including holiday childcare
 - Care including holiday childcare is low-cost care during school weeks, supplemented with flexible holiday hours for flexible care in the holiday weeks. Minimum purchase is 1 hour of

²⁸ This is a transitional arrangement (TA). The before- and after-school care service 'Altijd Zeker TA' is not included in new contracts or as an amendment to existing contracts as of 01-01-2020.

²⁹ This requirement also applies to all 'Maatwerk' (Tailored, formerly known as Past bij jou) transitional arrangements (TA).

³⁰ Please note, that 'NSO opvang 20 weken (even/oneven)' (ASC 20 weeks (even/uneven)) is a transitional arrangement (TA) as of 1-1-2024.

³¹ Holiday weeks designated by the government/schools for the region in which the location is located or the school it is attached to.

before- and after-school care – half-day per week during school weeks³² and a previously determined number of flexible holiday hours with a minimum of 120 hours per calendar year (to be allocated pro rata if the care starts and/or stops in the course of a calendar year). The flexible holiday hours can be used in school holidays for the VakantiemiX and/or during inset days or school closed days and for incidental extra care during school weeks as desired.

- The use of holiday hours is possible per standard holiday half-day, as of 1 half-day each time. If so desired, the number of flexible holiday hours can be raised in the interim.
- Where the flexible holiday hours are raised in the interim, the fee for the current service will be charged. There is no right to a discount in case the number of holiday hours is raised in the interim.
- Flexible holiday hours are child-bound and apply per care type, per calendar year or – where the care is terminated in the course of the calendar year – until the last day of the contract.
- Flexible holiday hours cannot be used outside of the life of the care contract, which means they cannot be used after the last day of the contract.
- Payments of unused flexible holiday hours are not refunded. See also ‘Offer (general)’.
- If a service including holiday care is terminated in the interim, the flexible holiday hours that have been used but have not been paid for yet will be charged.

- b. Kibeo has the right to offer the VakantiemiX in other settings than your usual before- and after-school care location.
- c. All before- and after-school care locations that are open during the holidays may at some point be combined with the daycare. Care is then provided in the daycare location. Where possible, this will be discussed with the parent(s)/guardian(s). If the VakantiemiX is fully booked, we will offer an alternative solution.

Registering for the VakantiemiX

Parents can register their child(ren) until one week before the start of the holiday via the parent portal. After the term of 2 weeks before the start of the holiday, you can still register your child(ren) by calling our Customer Relations Office or via the parent portal, but then there is no guarantee that your child(ren) can be placed.

Incidental school closed days

- a. On ‘incidental closed days’ of attached schools, such as inset and strike days, the before- and after-school care will be open all day if children need to attend childcare that day.
- b. Kibeo has the right during the school’s ‘incidental closed days’ to offer care at other locations than the usual before- and after-school care locations.
- c. All before- and after-school care locations that are open during the school’s ‘incidental closed days’ may at some point be combined with daycare. The children will then be cared for in the daycare location. Where possible, this will be discussed with parent(s)/guardian(s). If the location is full, we will offer an alternative.
- d. Purchase applies from the start of the school until the start of the regular before- and after-school care.

Enrolment for the school’s incidental closed days

In case of incidental closed days, such as inset or strike days, parents can enrol their child(ren) up to 1 week prior in such a day via the parent portal.

³² For the service ‘NSO Maatwerk OV’ (Tailored ASC TA) – formerly known as Past bij jou) – the purchase of care in 40 school weeks is not mandatory. This is a transitional arrangement (TA) for designated locations in Drimmelen. This service is not included in new contracts or as an amendment to existing contracts as of 01-01-2022.

11. All before- and after-school care locations are attached to one or more schools, the so-called 'attached schools'. A child will be placed in a before- and after-school care location that is attached to the child's elementary school.
 - a. If, in the interim, a child is transferred to a different elementary school, it will be transferred to the before- and after-school care location that is attached to their new elementary school.
 - b. If Kibeo opens a before- and after-school care group at the child's elementary school, then the child will be placed in this group.
 - c. If the parent(s)/guardian(s) choose a different before- and after-school care location than the one that is attached to the school of their child(ren), then the parent(s)/guardian(s) must arrange and pay for the transport.

For the most up-to-date information about attached schools, visit kibeo.nl (in Dutch).

General enrolment

You can enrol your child by using the enrolment form on kibeo.nl or via the Customer Relations Office.

Termination

1. In connection with the termination of a contract the following applies: a contract may be terminated without stating reasons within fourteen days of the day it was signed.
2. The cancellation of (a part of) the agreed half-days is possible from two weeks after the contract is signed until the effective date. A cancellation fee of €100 will be charged.
3. In respect of flexible purchase, incidental purchase and flexible holiday hours the following applies: You are permitted to cancel days and hours that have already been booked provided you notify the Customer Relation Office about this 72 hours prior to the booked day and hour.

Supplementary Placement Agreement

1. The parent(s)/guardian(s) of children who are known to have developmental, behavioural and/or health problems that have been established by a qualified specialist which were known prior to or at the time of their placement or became apparent during the care, are obliged to report this to Kibeo. For these children, a supplementary placement agreement (SPA) will be signed with a 3-month trial period, prior to the (extension of the) care. On the basis of the observation system Kibeo uses and the 'Care' Protocol, Kibeo will make an (interim) assessment – during the care – whether Kibeo can continue to offer childcare or whether the child should be referred to another institute that can provide the proper care for this child.
2. For potentially life-threatening allergies, a supplementary placement agreement (SPA) is also required.
3. For safety reasons, children will not be put to bed wearing jewellery. This regulation does not include wrist and ankle bracelets that are worn for religious reasons and cannot be removed. From a safety perspective, a supplementary placement agreement (SPA) also has to be signed for this.

Fees and fee changes

1. The care fee is determined annually per 1 January of that year on the basis of the cost trends in professional childcare. The parent(s)/guardian(s) will receive a written notification of next calendar year's fee by no later than 'a month and a week' before the end of the calendar year. This fee will be effective as of 1 January of the new calendar year. The care fee may be adjusted in the interim. The parent(s)/guardian(s) will be notified of this no more than 2 months prior.
2. Kibeo has the right to use price differentiation.

3. For childcare outside of the location's standard Opening hours (early drop-off and/or late pick-up), the rates of 'DO verlengd' (Extended Daycare) or 'BSO verlengd' (extended before- or after-school care) apply. It is furthermore subject to the same terms that apply to incidental childcare.

Childcare allowance

1. Parent(s)/guardian(s) who work or study (full-time or part-time) and single parent(s)/guardian(s) who work or study are eligible for childcare allowance. For more information and the current requirements for childcare allowance, see toeslagen.nl (in Dutch).

Parental contribution if parents do not qualify for childcare allowance

1. Parent(s)/guardian(s) who are not eligible for childcare allowance, pay a parental contribution, income-related or otherwise, for the care of their toddler. The applicable terms for this (such as the manner of submitting income information) depend on the offer and policy in the municipality³³ concerned.
2. If parent(s)/guardian(s) fail to share their income information, they will be placed in the highest category according to the income-related parental contribution table. There will be no setoff if it appears at a later stage that the parent(s)/guardian(s) are in fact eligible for a lower parental contribution.
3. Our Customer Relations Office must be informed forthwith of any substantial changes in your income. An income change is substantial when the gross monthly income is 10% higher or lower than the income that the parental contribution was based on initially. The adjustment of the parental contribution will subsequently become effective on the 1st day of the month following the notification of the income change.

Payments (general)

1. Each month of care is invoiced electronically in the previous month. Invoices must be paid by means of direct debit collection. Prior to the direct debit the parent(s)/guardian(s) receive an itemized invoice in the parent portal stating everything that is collected.
2. The contribution will be collected through direct debit within 14 days of the invoice date.
3. For all daycare services, daycare services for 40 weeks entered into as of 01-01-2022, and for all before- and after-school care services³⁴ entered into as of 01-01-2021, the parental contribution for the agreed childcare will be spread across 12 months.
4. For toddler care that is not subject to the Childcare Act, an income-related parental contribution is owed over 12 months per year.
5. Parent(s)/guardian(s) who do not have an email address will receive an invoice by post. The invoices will be sent before payment is collected via direct debit.

³³ The municipality where the toddler is in childcare.

³⁴ All before- and after-school care services entered into before 01-01-2021 are subject to a transitional arrangement (TA); the parental contribution for this care is spread over 10 months. This arrangement will not be included in new contracts or as an amendment to existing contracts (which would result in new contracts).

6. If the parent(s)/guardian(s) object to direct debit collection on principle, they do not need to submit a mandate for this. They must then pay the care fee in a timely manner. Kibeo charges an administrative fee of € 5.- per payment for this.
7. If the child is placed in the course of a calendar month, the fee will be calculated from the date of placement. Depending on the date, the fee is calculated in half months and/or separate days.
8. The parent(s)/guardian(s) are contractors and are responsible for a timely payment of the invoices at all times (including in case of *force majeure*).
9. The contractor owes Kibeo a monthly payment per child as per the contract.
10. If a payment cannot be collected or is not paid in time, a reminder will be sent after the payment term has lapsed. The parent(s)/guardian(s) must ensure that all their invoices are paid in time. After 14 days, the claim will be transferred to a collection agency if necessary. The collection agency will deal with the debt in accordance with applicable statutory regulations. All judicial and extrajudicial costs will be at the debtor's expense.
11. If the parent(s)/guardian(s) fail to meet their financial obligations, Kibeo may terminate the care contract with immediate effect. This does not, however, discharge the parent(s)/guardian(s) from their obligation to pay.
12. A payment arrangement with the collection agency does not constitute compliance with the payment obligations. Kibeo may terminate the care contract with immediate effect.
13. A contracting party's change request will not be taken into consideration until arrears have been paid.

Life and termination of the contract

1. The parent(s)/guardian(s) and Kibeo sign a written contract per child. Kibeo will provide one (digital) copy of the written contract between Kibeo and the parent(s)/guardian(s). A new written contract will only be provided if interim changes in the contract affect the amount of the childcare allowance.
2. The placement of the child may be terminated in writing at all times as of the 1st of the 16th day of a month, with one month's notice. This also applies to the supplementary options. Supplementary options that are chosen have to be purchased for a period of 3 consecutive months at minimum, unless the childcare is terminated in its entirety.
3. If the child reaches the age of 4 in the first half of the calendar month, then the placement ends on the 16th day of the calendar month. If the child reaches this age in the second half of the calendar month, then the enrolment ends on the 1st day of the following calendar month. If there is sufficient staff available, then a child can stay in the toddler group until two months following a child's 4th birthday at the childcare location or group. Kibeo assesses whether this option is available for the location concerned.
4. Kibeo has the right to cease the supply of products for commercial reasons. If no alternative product is available, the parent(s)/guardian(s) will be informed about this no later than three months prior. If a reasonable alternative is available (for day nurseries and toddler groups within a 10-km radius; for before- and after-school care within a 5-km radius), Kibeo will inform the parent(s)/guardian(s)

about this no later than 2 months prior. If the location changes, Kibeo will inform the parent(s)/guardian(s) about this no later than 1 month prior.

5. Kibeo may terminate the contract that was signed between Kibeo and the parent(s)/guardian(s) in full or in part and with immediate effect if:
 - a) Kibeo has not been informed about any developmental, behavioural and/or health problems – which have been established by a qualified specialist.
 - b) Kibeo finds that, due to a child’s developmental, behavioural and/or health problems – on the basis of Kibeo’s observation system and the ‘Care’ Protocol – Kibeo cannot, or no longer, offer care to the child.

The termination by Kibeo for the above reasons does not discharge the parent(s)/guardian(s) from their obligation to pay the fee they owe under the contract up till the date of termination that is determined by Kibeo.

6. The contract that is signed between Kibeo and the parent(s)/guardian(s) may be terminated by either party in full or in part and with immediate effect if one of the parties has been granted a suspension of payment or if one of the parties has been declared bankrupt. A parent(s)/guardian(s) bankruptcy or suspension of payment does not discharge them from their obligation to pay.
7. If, after the contract is signed, it appears that Kibeo’s performance of the contract becomes onerous or impossible on account of a *force majeure* situation, the organisation has the right to terminate the contract or to suspend the performance of the contract as they see fit. The parent(s)/guardian(s) will then be notified accordingly as soon as possible.
8. *Force majeure* is understood to mean the following: every situation in which Kibeo fails to meet some or all of its obligations through circumstances beyond their control and which circumstances cannot be attributed to Kibeo under the law, under a guarantee Kibeo provided, or under common opinion. The circumstances outlined below (not exhaustive) are, in any event, instances of *force majeure*:
 - a. natural disasters;
 - b. wars, national or international armed conflicts and the preparations for them;
 - c. measures taken by domestic, foreign or supranational governments, including but not limited to decisions that pertain to the introduction of a quota system;
 - d. blockades or obstruction of transport routes, including traffic queues;
 - e. strikes or labour disturbances;
 - f. decline in utility company services;
 - g. vermin;
 - h. fire;
 - i. flooding;
 - j. government measures;
 - k. pandemics;
 - l. having to close down on the advice of the GGD (Joint Health Service) (in case of (Covid) infections, an outbreak of a childhood disease, for instance);
 - m. excessive sickness absence Kibeo’s staff;
 - n. a (temporary) shortage of staff (particularly educational assistants).

9. Kibeo is entitled to collect payments for the services Kibeo provides under the contract, or for services Kibeo failed to provide due to a *force majeure* situation.

10. Save for the instances outlined above, Kibeo will only agree to the termination of a contract in deviation from the notice period in situations to be exclusively decided by Kibeo.

11. Disputes involving a contract that was signed between the parties, including the imposition and explanation of these Regulations, may be submitted to the disputes committee and/or the competent court within whose jurisdiction the organisation has its place of business.
12. The provisions from the General Data Protection Regulation (GDPR) are applicable to the contract. These are laid down in the Kibeo privacy regulations. The regulations are available for inspection in the childcare location and on the Kibeo website.

Services

Every year, the parent(s)/guardian(s) will receive an annual statement from Kibeo. No replacement will be issued of this overview. Annual statements are not issued to parent(s)/guardian(s) who are in arrears with their monthly payments to Kibeo.

The child's well-being

1. The childcare location can receive extra funds from the municipality for offering childcare to children from certain target groups. These funds are intended to boost the education of these children. On enrolment, a couple of questions will be asked to establish whether the child belongs to this target group. This is done in conformity with the national weighted system for elementary schools. The parent(s)/guardian(s) are not obliged to provide information in this regard.
2. At all childcare locations, the child's development is followed up and recorded by means of the child follow-up system. When the child leaves the childcare, this data – exclusively with the parents' consent, of course – will be sent to the school the child will be attending. This will again be brought to the attention of the parent(s)/guardian(s) prior to the data transfer. The data will be handled in conformity with the Privacy Regulations. For further information, contact the educational assistant of your child's group.
3. All childcare locations are associated with the *Verwijsindex risicjongeren* (VIR) or the SISA (*SamenwerkingsInstrument Sluitende Aanpak*). These are systems in which aid workers and other professionals record the personal data of children that they have concerns about. The VIR/SISA do not keep dossiers, but they only make mention of which professional a child is involved with. The VIR's and SISA's statutory goal is to establish contact at an early stage between officers who are authorised to report, so they may provide the proper aid or care to young people in order to prevent, reduce or remove actual threats to the necessary conditions for a healthy and safe development into adulthood (Section 7.1.2.1(2) Youth Act).

As soon as the childcare location chooses to use VIR/SISA, you as (a) parent(s)/guardian(s) will be notified of this. The data in the VIR/SISA will be treated in conformity with the Privacy Regulations.

4. In conformity with Kibeo's educational policy, the parent(s)/guardian(s) and the educational assistant will meet once a year in order to talk about the child.
5. If the parent(s)/guardian(s) prefer their child to be surrendered to them by the educational assistant, then the parent(s)/guardian(s) must come no later than 10 minutes before closing time.
6. Three months following the placement, there will be an evaluation interview.

Contactability of parent(s)/guardian(s)

The childcare location should have a telephone number (as well as a back-up telephone number) on which the parent(s)/guardian(s) can be reached during care hours.

Parental custody

In order to secure the privacy of the child, Kibeo needs to know who has the parental authority over the child. This will be asked on enrolment. If the parental authority situation changes during the care, then the parent(s)/guardian(s) shall notify the Customer Relations staff accordingly.

Retention periods

Personal data is retained for two years and then destroyed. Financial data is retained for seven years in principle. Both types of data may be stored for a shorter or longer period of time where this is reasonably required by law.

Supplies

1. Childcare location: (Hero) formula (until the child is 1 year old) is provided by Kibeo. If parents/guardians prefer their child to use their own formula, the bottles must be labelled with a name and already contain a measured amount of formula. For parent(s)/guardian(s) who have opted for care inclusive of nappies, Kibeo provides nappies of a brand chosen by Kibeo. If parent(s)/guardian(s) prefer to use their own nappies, these also need to be labelled. No refunds are made for the use of own food, formula and nappies.
2. If a child is on a special diet or has allergies, then the parent(s)/guardian(s) must inform the educational assistant about this. The children are served a (cold) meal at midday³⁵. If a child is on a special diet, the parent(s)/guardian(s) themselves must supply the necessities for it and notify the educational assistant of this. No refunds are made for the use of own food.
3. Kibeo expects the children to have eaten before the start of the care. A (cold) meal will be served if the before- or after-school care starts at 12.00 or 12.15 p.m.
4. Wiedewei locations provide a hot meal for lunch. If the child follows a diet or has allergies, the parent(s) or caregiver(s) should inform the educational assistant about this.

Illness

1. Our 'Sickness' policy details what the educational assistant should do if a child is sick or becomes sick at the childcare location. When a child is sick, the educational assistant will assess whether the child can come to the childcare location or stay there, subject to the policy guidelines.
2. Our 'Sickness' policy includes guidelines for the use of medicine.

Liability

1. Kibeo has taken out a liability insurance policy with a maximum cover of €2,500,000 per event and a care, custody or control cover of €50,000. Kibeo excludes any liability for damage should the amount for damages turn out to be higher than the amount paid out by the insurer, or higher than the insured maximum amount.

³⁵ Some locations designated by Kibeo offer the possibility of purchasing breakfast and/or a hot meal. Related costs may vary per location.

2. Kibeo's responsibility for the child starts the moment that the child is placed under an educational assistant's supervision. The parent(s)/guardian(s) is/are responsible for the child from the moment the child is under the supervision of the parent(s)/guardian(s) or of any responsible party appointed by them. That is where Kibeo's responsibility ends.
3. Kibeo cannot be held responsible for the loss or damage of any items (e.g. clothes or toys) that the client brought to the location.
4. The 'Veilig slapen' (Safe sleeping) document details our guidelines for the use of the safety belt, swaddling up the child and laying them down to sleep on their stomach.

Policy and protocols

An overview of our protocols and policy documents is available on kibeo.nl (in Dutch).

Treats

Kibeo favours healthy treats. Parent(s)/guardian(s) are kindly requested to bear this in mind on birthday parties and other parties. We refer to the educational assistant for more information.

Smoking policy

Smoking is banned in all our childcare locations.

Portrait right

For reasons of privacy, parent(s)/guardian(s) are not allowed to publish pictures of children and/or educational assistants, made during care hours, or to use them for any other purpose than private purposes (e.g. it is not allowed to post pictures, made during care hours, on public social media pages, such as Facebook or Instagram).

Code of practice

It is forbidden to deliberately speak evil of Kibeo or of any persons involved in this organisation (verbally, in writing or in pictures) or to publicly accuse them (e.g. via nonprotected social media) of any acts they supposedly committed or of any acts that are not based on truth. Should the aforementioned defamation occur, then steps will be taken.

Information provision

The parent(s)/guardian(s) will regularly receive important information about the childcare via various media. Kibeo expects the parent(s)/guardian(s) to read these messages. Up-to-date information is also available on kibeo.nl (in Dutch).

Parent/guardian participation

As regards the parental rights, Kibeo is compliant with the Childcare Act. The regulations of the client council and the parents' councils can be downloaded from our website.

These regulations are governed by Dutch law.

The organisation's General Terms prevail where they are in conflict with the regulations. If there are instances that are not covered by the General Terms or the regulations, then Kibeo's general manager can make individual arrangements.