



Terms and conditions Pleinwacht Schools (from August 1, 2024)

The Brood & Spelen Foundation (hereafter: Brood & Spelen) is registered with the Chamber of Commerce under number 09168208.

Article 1 - Definitions

In these general terms and conditions, the following terms are used in the following sense unless expressly stated otherwise.

1. **Offer:** any offer or quotation to the Client for the provision of Services by Brood & Spelen.
2. **Services:** The Services offered by Brood & Spelen in accordance with Offer.
3. **Service Provider:** Stichting Brood & Spelen, incorporated under Dutch law, established in the Netherlands and offering Services to the Client hereafter: **Brood & Spelen**.
4. **Client:** the educational institution that Brood & Spelen has appointed, projects to Brood & Spelen has granted for Services provided by Brood & Spelen to be performed, or to which Brood & Spelen has made a proposal pursuant to an Agreement.
5. **Agreement:** any Contract and other obligations between Client and Brood & Spelen, as well as proposals of Brood & Spelen for Services to be provided by Brood & Spelen provided to Client and which are accepted by Client and have been accepted and performed by Brood & Spelen with which these General Terms and Conditions form an indissoluble whole.
6. **She/Him:** Where reference is made in these general terms and conditions to she/he/it, this should also be construed as a reference to he/it/it, if and to the extent applicable.

Article 2 - Applicability.

1. These general terms and conditions apply to any Offer from Brood & Spelen any Agreement between Brood & Spelen and the Client and to any service offered by Brood & Spelen offered.
2. Before an Agreement is concluded, the Client will be provided with these general terms and conditions. If this is not reasonably possible, the Brood & Spelen indicate to the Client in what way the Client can inspect the general terms and conditions.
3. Deviation from these general terms and conditions is not possible. In exceptional situations the General Terms and Conditions can be deviated from insofar as this is explicitly agreed upon in writing with Brood & Spelen has been agreed upon.
4. These general terms and conditions also apply to additional, amended and follow-up assignments from the Client.
5. The general terms and conditions of the Client are excluded.



6. If one or more provisions of these general terms and conditions are partially or entirely void or nullified, the remaining provisions of these general terms and conditions shall remain in force, and the void/nullified provision(s) shall be replaced by a provision with the same purport as the original provision.
7. Uncertainties regarding the content, interpretation or situations not regulated in these general terms and conditions shall be assessed and interpreted in the spirit of these general terms and conditions.
8. The applicability of Sections 7:404 and 7:407 (2) of the Civil Code is explicitly excluded.
9. In case Brood & Spelen has not always required compliance with these general terms and conditions, it retains its right to demand compliance with these general terms and conditions in whole or in part.

Article 3 - The Offer

1. All by Brood & Spelen made by Brood & Spelen are without obligation, unless expressly indicated otherwise in writing. If the Offer is limited or valid under specific conditions, this is expressly stated in the Offer.
2. Brood & Spelen is only bound to an Offer if it is confirmed by Client in writing within 30 days. Nevertheless Brood & Spelen has the right to enter into an Agreement with a (potential) Client at a time that is convenient for Brood & Spelen. Brood & Spelen justified reason for Brood & Spelen.
3. The offer contains a description of the Services offered. The description is sufficiently specified so that the Client is able to make a proper assessment of the offer. Any details in the offer are only indicative and cannot be grounds for any compensation or dissolution of the Agreement.
4. Offers or quotations do not automatically apply to follow-up orders.
5. Delivery times in the offer of Brood & Spelen are in principle indicative and, if they are exceeded, do not entitle the Client to dissolution or damages, unless expressly agreed otherwise.

Article 4 - Establishment of the Agreement.

1. The Agreement is concluded at the moment that the Client receives an Offer or Agreement from Brood & Spelen. Brood & Spelen by sending a signed copy (scanned or original) to Brood & Spelen Brood & Spelen.
2. Brood & Spelen has the right to revoke the (signed) Agreement within 5 working days of receiving the acceptance.
3. Brood & Spelen is not bound by an Offer if Client could reasonably have expected or should have understood that the Offer contains an obvious mistake or clerical error. The Client cannot derive any rights from this mistake or clerical error.
5. Any Agreement made with Brood & Spelen entered into or a project that is submitted by Client to Brood & Spelen is awarded is vested in the company and not in any individual person who may be working with Brood & Spelen is associated with.



6. The Client's right of withdrawal is excluded.

7. If the Agreement is entered into by more than one Client, each Client shall be individually jointly and severally liable for the fulfillment of all obligations arising from the Agreement.

Article 5 - Duration of the Agreement

1. The Agreement is entered into for a fixed period of at least one year and is tacitly renewed each time by one year. Notice of termination may be given by either Party by the end of the agreed period, with a notice period of at least two months, which notice shall be given in writing by registered mail, unless otherwise agreed.

2. The Agreement is not terminable in the interim, unless otherwise agreed.

3. Each of the Parties is authorized to terminate the Agreement with immediate effect if and insofar as the other Party, despite a written demand to that effect, continues to fail to comply with its obligations under this Agreement, after the other Party has first been granted a reasonable period, of at least 30 calendar days, to still comply with its obligations. The aforementioned authority to terminate shall not apply if the breach, in view of its special nature or minor importance, does not justify premature termination with its consequences.

4. Any additions to the Agreement shall be valid only if and insofar as they have been confirmed in writing by both Parties.

5. The Agreement may be terminated by either Party in writing with immediate effect in the interim if:

- a. A force majeure situation continues for more than sixty calendar days.
- b. The other party applies for suspension of payment or its suspension of payment is granted.
- c. The other party files for bankruptcy or is declared bankrupt.
- d. The other party has otherwise lost all or part of the free management or disposition of its assets, all irrevocably.
- e. The other Party's business has ceased to exist. If any of these grounds for termination occurs or threatens to occur, the Party affected shall immediately notify the other Party in writing.

6. Termination of this Agreement for any reason shall not affect the rights and obligations under this Agreement(s). Upon termination of this Agreement, the confidentiality and liability provisions shall remain in full force and effect.

Article 6 - Performance of services

1. Brood & Spelen shall make every effort to perform the agreed service with the greatest possible care as may be expected of a good service provider. Brood & Spelen guarantees a professional and independent Service. All Services are performed on the basis of an obligation to perform to the best of one's ability, unless a result has been explicitly agreed upon in writing that is described in detail.

2. The Agreement under which Brood & Spelen performs the Services is leading for the scope and extent of the Services. The Agreement will only be performed for the benefit of the Client. Third parties cannot derive any rights from the content of the Services performed in connection with the Agreement.



3. The information and data provided by Client are the basis on which the information and data provided by Brood & Spelen Services offered and prices are based on. Brood & Spelen has the right to adjust its Services and its prices if the information provided turns out to be incorrect and/or incomplete.

4. In performing the Services Brood & Spelen not obliged or bound to follow the instructions of the Client if this changes the content or scope of the agreed Services. If the directions result in further work for Brood & Spelen, the Client is obliged to compensate the additional additional costs accordingly on the basis of a new quotation.

5. Brood & Spelen is entitled, at its discretion, to engage third parties to perform the Services.

6. If the nature and duration of the assignment so require, the Brood & Spelen Client of the progress in the interim via the agreed manner.

7. The performance of the Services is based on the information provided by the Client. If the information needs to be changed, this may affect any established schedule. At no time is Brood & Spelen liable for the adjustment of the planning. If the commencement, progress or delivery of the Services is delayed because, for instance, the Client has not supplied all the requested information or has not supplied it in time, or not in the desired format, does not cooperate sufficiently, any advance payment has not been received in time by Brood & Spelen or due to other circumstances, which are for the account and risk of the Client, there is a delay Brood & Spelen entitled to a reasonable extension of the delivery or completion time. All damage and additional costs resulting from delay due to a cause as mentioned above shall be for the account and risk of the Client.

8. Brood & Spelen shall provide employees for the performance of on-site square watch. Brood & Spelen shall provide for withholding and remittance of payroll taxes on the salaries of employees and, as applicable, for awarding and paying volunteer compensation.

9. Brood & Spelen is committed to employee quality through the following measures:

- Every employee has a valid Certificate of Good Conduct (VOG).
- Each school is assigned a school coordinator by Brood & Spelen. The school coordinator is the point of contact for the school and directs all staff.
- Quality is further monitored from Brood & Spelen with coordination and direction from a regional manager.

10. Brood & Spelen follows the policy standards regarding Services of the Ministry of OC&W and the Ministry of SZW.

11. If any of the above-mentioned ministries require renewed specific training requirements for the performance of the Services, Brood & Spelen will ensure that its employees meet these additional requirements within the set time frame. Any additional costs will be charged in consultation with the school through an additional invoice to the school. If the government makes subsidy funds available to the schools for the purpose of these trainings, Brood & Spelen may send an invoice to the Client for the trainings, in the amount of the allocated subsidy funds.

12. Brood & Spelen applies pedagogical principles in its Square Watch that contribute to the healthy development of students and are consistent with the vision and pedagogical climate of the Contractor.



Article 7 - Additional work and changes

1. If during the execution of the Agreement it appears that the Agreement needs to be adjusted, or at the request of the Client further work is necessary to achieve the desired result of the Client, the Client is obliged to pay for this additional work according to the agreed rate. Brood & Spelen is not obliged to comply with this request, and may require the Client to conclude a separate Agreement for that purpose and/or to refer to an authorized third party.
2. If the additional work results from the negligence of Brood & Spelen, Brood & Spelen made an incorrect estimate or could have reasonably foreseen the work in question, these costs shall not be passed on to Client.

Article 8 - Prices and payment

1. All prices are in principle exclusive of sales tax (VAT), unless otherwise agreed.
2. Brood & Spelen performs its services in accordance with the agreed rate.
3. For all by Brood & Spelen invoices issued, a payment term as named on the invoice applies.
4. Client is obliged to pay the costs of third parties, which after approval of Client by Brood & Spelen deployed, to be fully reimbursed unless expressly agreed upon otherwise.
5. If and insofar as there are cost-increasing factors such as, but not limited to, wage increases and/or other purchasing costs, Brood & Spelen is entitled to increase prices on an interim basis.
6. Brood & Spelen is entitled to periodically increase the applicable prices and rates partly on the basis of the applicable CPI Index. These rates can be implemented annually per August 1 (start of new school year) or per January 1. Client will be informed in a timely manner. Other price changes during the Agreement are only possible if and insofar as they have been expressly agreed upon.
7. Client shall pay these costs in a lump sum, without setoff or suspension, within the specified payment period as stated on the invoice to the account number and details of Brood & Spelen.
8. Brood & Spelen has the right to have the payments made by the Client go first of all to reduce the costs, then to reduce the interest that has fallen due and finally to reduce the Client sum and the current interest. Brood & Spelen may, without thereby being in default, refuse an offer of payment if the Client designates a different order for the allocation of the payment.
9. In the event of liquidation, insolvency, bankruptcy, involuntary liquidation or petition for payment against Client, payment and all other obligations of Client under the Agreement shall become immediately due and payable.
10. The Client remains obliged to pay the agreed fee(s) even if there are unforeseen matters, not for the account or risk of Brood & Spelen, as a result of which there is (temporarily) no need for the Services of Brood & Spelen.



Article 9 - Collection policy

1. If Client fails to fulfill her payment obligation, and has not fulfilled her obligation within the specified payment period, Client shall be in default by operation of law.
2. From the date that the Client is in default, the Brood & Spelen shall be entitled, without further notice of default, to the statutory commercial interest from the first day of default until full payment, and compensation of the extrajudicial costs in accordance with article 6:96 of the Dutch Civil Code to be calculated in accordance with the graduated scale from the Decree on compensation for extrajudicial collection costs of 1 July 2012.
3. If Brood & Spelen has incurred more or higher costs which are reasonably necessary, these costs shall be eligible for reimbursement. The integral judicial and execution costs incurred shall also be borne by the Client.

Article 10 - Privacy, data processing and security

1. Brood & Spelen will handle the (personal) data of the Client with care and will only use these in conformity with the applicable standards. If requested Brood & Spelen will inform the person concerned about this.
2. Client is himself responsible for the processing of data that is obtained with the use of a service of Brood & Spelen are processed. Client also guarantees that the content of the data is not unlawful and does not infringe any rights of third parties. In this respect the Client indemnifies Brood & Spelen against any (legal) claim in connection with these data or the execution of the Agreement.

Article 11 - Suspension and dissolution

1. Brood & Spelen is authorized to suspend the fulfilment of its obligations as soon as the Client is in default with the fulfilment of any obligation arising from the Agreement, including late payment of its invoices. The suspension will immediately be confirmed to the Client in writing.
2. Brood & Spelen shall in such case not be liable for damages, on any account, resulting from the suspension of its operations.
3. The suspension (and/or dissolution) shall not affect the Client's payment obligations for work already performed. Furthermore, Client is obliged to Brood & Spelen compensate Brood & Games for any financial loss that Brood & Spelen suffers as a result of Client's default.

Article 12 - Force majeure

1. Brood & Spelen is not liable if it cannot fulfill its obligations under the Agreement due to a force majeure situation.



2. Force majeure on the part of Brood & Spelen includes in any case, but is not limited to: (I) force majeure of suppliers of Brood & Spelen, (II) failure to properly fulfil obligations of suppliers that have been prescribed or recommended to Brood & Spelen by the Client or its third parties, (III) defectiveness of software or any third parties involved in the implementation of the Service, (IV) government measures, (V) failure of electricity, Internet, data network and/or telecommunication facilities, (VI) illness of employees of Brood & Spelen or third parties engaged by it or illness of the employees/third parties of the Client, and (vi) the failure of the employees/third parties engaged by it. Games or third parties engaged by it or illness of the employees/engaged third parties of the Client and (vii) other situations which in the opinion of Brood & Spelen fall outside its sphere of influence that temporarily or permanently prevent the fulfillment of its obligations.

3. If a force majeure situation lasts longer than two months, the Agreement may be rescinded in writing by either Party. In such a case, if any performance has already been made under the Agreement, it shall be settled proportionately without any indebtedness of each Party to the other.

4. If Brood & Games has already partially fulfilled its obligations when the force majeure occurs, or can only partially fulfill its obligations, it is entitled to separately invoice the part already delivered or the deliverable part, as the case may be, and Client is obliged to pay this invoice.

Article 13 - Limitation of liability

1. For the pupils of the School, volunteers and staff of Brood & Spelen, Brood & Spelen has taken out a collective business liability insurance. This means that Brood & Spelen is insured for accidents that take place after the children have been handed over by the Client to Brood & Spelen.

2. If there is an attributable shortcoming on the part of Brood & Spelen, Brood & Spelen is only obliged to pay any compensation if the Client has given Brood & Games notice of default within 14 days of the discovery of the shortcoming and Brood & Games has not subsequently remedied this shortcoming within a reasonable period of time. The notice of default must be submitted in writing and contain such an accurate description/substantiation of the shortcoming that Brood & Spelen is able to respond adequately.

3. If the provision of Services by Brood & Spelen leads to liability of Brood & Spelen, such liability shall be limited to the total amount invoiced in the context of the Agreement during one year, but only with regard to the direct loss sustained by the Client unless the loss is the result of intent or recklessness bordering on intent on the part of Brood & Spelen. Direct damage is understood to mean: reasonable costs incurred to limit or prevent direct damage, the determination of the cause of damage, the direct damage, the liability and the manner of repair.

4. Brood & Spelen expressly excludes all liability for consequential damage. Brood & Spelen is not liable for indirect damage, trading loss, loss of profits and/or losses suffered, missed savings, damage due to business stagnation, asset losses, delay damage, interest damage and immaterial damage.

5. Brood & Spelen' liability under this Agreement is further limited to the maximum amount paid per event/claim or series of events/claims per year.



6. Brood & Spelen is not liable under this Agreement for any damage caused by any of the children in its care. The School or the parent(s)/caregiver(s) of the child in question is/are liable for any damage caused in appropriate situations.

7. The Client also indemnifies Brood & Spelen against any claims for damages from parent(s)/caregiver(s), or children, or third parties related to (unsafety of) the reception location, insofar as the reception takes place on the Client's premises.

8. The Client is itself responsible for the accuracy, reliability and completeness of all data, information, documents and/or records, in any form whatsoever that it provides to Brood & Spelen in the context of an Agreement, as well as for the data it has obtained from third parties and which have been provided to Brood & Spelen for the purpose of implementing the Service.

Article 14 - Secrecy

1. Brood & Spelen and Client undertake to keep confidential all confidential information obtained in the context of the assignment. Confidentiality arises from the assignment and must also be assumed if it can reasonably be expected that it concerns confidential information. Confidentiality does not apply if the information concerned is already public/general knowledge, the information is not confidential and/or the information was not disclosed to Brood & Spelen during the Contract with the Client and/or was otherwise obtained by Brood & Spelen.

2. If Brood & Spelen is obliged on the basis of a statutory provision or a judicial decision to (communicate) confidential information to a third party designated by the law or a competent court or and Brood & Spelen cannot invoke a right to privilege, Brood & Spelen is not obliged to pay any damages and does not give the Client any grounds for dissolution of the Agreement.

3. The transfer or distribution of information to third parties and/or publication of statements, advice or productions provided by Brood & Spelen to third parties requires the written consent of Brood & Spelen, unless such consent has been expressly agreed upon in advance. The Client shall indemnify Brood & Spelen against all claims by such third parties resulting from reliance on such information distributed without the written consent of Brood & Spelen.

4. The confidentiality obligation shall also impose on Brood & Spelen and the Client the third parties to be engaged by them.

Article 15 - Intellectual Property Rights.

1. All Intellectual Property Rights (hereinafter referred to as IP rights) and copyrights of Brood & Spelen including in any case, but not limited to, all designs, models, reports and advice belong exclusively to Brood & Spelen and are not transferred to the Client unless expressly agreed otherwise.

2. The Client is prohibited from using the items and documents on which the IP rights of Brood & Spelen rest otherwise than as agreed in the Agreement.

3. The parties will inform each other and take joint measures if IP rights are infringed.



Article 16 - Indemnification and accuracy of information

1. The Client itself is responsible for the accuracy, reliability and completeness of all data, information, documents and/or records, in whatever form, that it provides to Brood & Spelen in the context of an Agreement, as well as for data that it has obtained from third parties and that it has provided to Brood & Spelen. Brood & Spelen have been provided for the purpose of implementing the Service.
2. Client indemnifies Brood & Spelen from any liability pursuant to the failure to fulfill the obligations regarding the timely provision of all accurate, reliable and complete data, information, documents and/or records.
3. Client indemnifies Brood & Spelen against all claims of the Client and third parties engaged by it or working under it, as well as of clients of the Client, based on the failure to obtain any subsidies and/or approvals required within the framework of the execution of the Agreement (in good time).
4. Client indemnifies Brood & Spelen for all claims of third parties resulting from the work performed for the benefit of the Client, including but not limited to intellectual property rights on the data and information provided by the Client that can be used in the execution of the Agreement and/or the acts or omissions of the Client towards third parties.
5. If the Client provides electronic files, software or information carriers to Brood & Spelen provided, Client guarantees that these are free of viruses and defects.

Article 17 - Prohibition of readmission of employees and volunteers

During and up to and including 365 days after the end of the Agreement, the Client is prohibited from entering into a labor and/or volunteer agreement or assignment with the employees, affiliated volunteers or self-employed persons or third parties who are or were involved in the execution of services/work, without the prior and written consent of Brood & Spelen and the payment of appropriate compensation for that purpose. Upon violation of this, the Client forfeits an immediately payable and not subject to mitigation fine of € 15,000 (fifteen thousand euros) as well as € 150 (one hundred and fifty euros), for each day that the violation continues. This does not affect Brood & Spelen's right to claim (additional) compensation if the damage suffered by it exceeds this amount.

Article 18 - Complaints

1. If Client is not satisfied with the service of Brood & Spelen or otherwise has complaints about the execution of his order, Client is obliged to report these complaints as soon as possible, but no later than within 7 calendar days after the relevant reason that led to the complaint. Complaints can be reported by e-mail with the subject line "Complaint".
2. The complaint must be sufficiently substantiated and/or explained by Client in order for Brood & Spelen to be able to handle the complaint.



3. Brood & Spelen will respond substantively to the complaint as soon as possible, but no later than 20 calendar days after receipt of the complaint.

4. The parties will try to reach a solution jointly.

Article 19 - Applicable law

1. To the legal relationship between Brood & Spelen and Client is governed by Dutch law.

2. Brood & Spelen has the right to change these general terms and conditions and will notify Client of this.

3. In case of translations of these general terms and conditions, the Dutch version shall prevail.

4. All disputes arising out of or as a result of the Agreement between Brood & Spelen and Client, shall be settled by the competent court of the Central Netherlands District Court unless provisions of mandatory law designate another competent court.

Amersfoort, August 1, 2024.