



General terms and conditions TSO Schools (from August 1, 2024)

The Brood & Spelen Foundation (hereinafter: 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 hereinafter: **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 under an Agreement.
5. **Agreement:** any Agreement and other obligations between Client and Brood & Spelen, as well as proposals by Brood & Spelen for Services to be provided by Brood & Spelen provided to the Client and which are accepted by the 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/him/her, this should also be construed as a reference to he/she/him/her/it, if and to the extent applicable.

Article 2 - Applicability

1. These general terms and conditions apply to any Offer of Brood & Spelen any Agreement between Brood & Spelen and Customer and to any service offered by Brood & Spelen offered.
2. Before concluding an Agreement, the Client shall 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 may be deviated from insofar as this is explicitly agreed in writing with Brood & Spelen has been agreed upon.
4. These general terms and conditions also apply to additional, amended and follow-up orders from the Client.
5. Client's general terms and conditions are excluded.



6. If one or more provisions of these general terms and conditions are partially or wholly void or annulled, the remaining provisions of these general terms and conditions shall remain in force, and the void/annulled provision(s) shall be replaced by a provision with the same purport as the original provision.
7. Uncertainties about the content, interpretation or situations not regulated in these general terms and conditions shall be assessed and explained according to 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 demanded compliance with these general terms and conditions, it retains its right to demand full or partial compliance with these general terms and conditions.

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 explicitly stated in the Offer.
2. Brood & Spelen is only bound to an Offer if it is confirmed by the Client in writing within 30 days. Nevertheless Brood & Spelen has the right to conclude an Agreement with a (potential) Client at a time that is convenient for Brood & Spelen. Brood & Spelen justified reason.
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 a ground 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 Customer to dissolution or damages, unless expressly agreed otherwise.

Article 4 - Conclusion of the Agreement

1. The Agreement is concluded at the moment when the Client receives an Offer or Agreement from Brood & Spelen by sending a signed copy (scanned or original) to Brood & Spelen. Brood & Spelen return a signed copy (scanned or original) to 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 to an Offer if the 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 concluded with Brood & Spelen entered into or a project that is submitted by the 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 jointly and severally liable for the fulfilment of all obligations arising from the Agreement.

Article 5 - Duration of the Agreement

1. The Agreement is entered into for a fixed term of at least one year and is tacitly renewed each time by one year. Termination can be done by each of the Parties 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 authorised 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 failure does not justify an interim termination with its consequences in view of its special nature or minor importance.

4. Any additions to the Agreement shall be valid only if and to the extent 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 60 calendar days.
- b. The other party applies for suspension of payments or its suspension of payments has been granted.
- c. The other party files for bankruptcy or is declared bankrupt.
- d. The other party has otherwise lost free management or free disposal of all or part of its assets, all irrevocably.
- e. The other party's business has ceased to exist. If any of these grounds for termination takes place or threatens to take place, 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). After termination of this Agreement, the provisions on confidentiality and liability shall remain in full force and effect.

Article 6 - Performance of services

1. Brood & Spelen shall endeavour 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 abilities, unless a result has been explicitly agreed upon in writing that is described in detail.



2. The Agreement on the basis of 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 the 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 pay the additional additional costs accordingly on the basis of a new offer.
5. Brood & Spelen is entitled to engage third parties for the performance of the Services at its own discretion.
6. If the nature and duration of the assignment so require, Brood & Spelen will keep 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 have consequences for any established planning. At no time is Brood & Spelen liable for the adjustment of the planning. If the start, progress or completion of the Services is delayed because, for instance, the Client has not supplied all requested information, has not supplied it on time, or has not supplied it in the desired format, does not cooperate sufficiently, any advance payment has not been received on 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 a delay due to a cause as mentioned above shall be at the expense and risk of the Client.
8. Brood & Spelen provides employees for the performance of the Services on location. Brood & Spelen shall ensure the deduction and payment of payroll tax on the salaries of the employees and, where applicable, the granting and payment of volunteer allowances.
9. Brood & Spelen is committed to employee quality through the following measures:
 - Every staff member has a valid Certificate of Good Conduct (VOG).
 - Every 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 the Services of the Ministry of OC&W and the Ministry of SZW.
11. In case of developments or change in policy norms of any of the above-mentioned ministries regarding the Services in primary schools, Brood & Spelen will adjust its policy accordingly within the time limit set for this purpose.



12. If any of the above-mentioned ministries make renewed specific training requirements mandatory for the performance of the Services, Brood & Spelen will ensure that its employees meet these additional requirements within the set timeframe. Any additional costs will be charged in consultation with the school through an additional invoice to the school.

13. Brood & Spelen applies pedagogical principles in its Services that contribute to the healthy development of pupils and are in line with the vision and pedagogical climate of the Client.

14. Services are offered by Brood & Spelen during the relevant school weeks only on the days the children attend school. There are no Services on the days named in the annual calendar of school. Other days on which the Services are not possible will be credited provided that these days have been passed on to Brood & Spelen by the Client or parents at least two weeks in advance. Days not passed on in time will not be credited.

Article 7 - Additional work and changes

1. If during the execution of the Agreement it appears that the Agreement needs to be adjusted, or further work is required at the request of the Client to achieve the desired result of the Client, the Client is obliged to pay for this additional work in accordance with 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 authorised third party.

2. If the additional work results from the negligence of Brood & Spelen, Brood & Spelen has made an incorrect estimate or could have reasonably foreseen the work in question, these costs shall not be passed on to the Customer.

Article 8 - Privacy, data processing and security

1. Brood & Spelen will treat the (personal) data of the Client with care and will only use these in conformity with the applicable standards. If so requested Brood & Spelen will inform the person concerned about this.

2. The Client itself is responsible for the processing of data obtained using 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 context, the Client indemnifies Brood & Spelen against any (legal) claim in connection with these data or the execution of the Agreement.

Article 9 - Suspension and dissolution

1. Brood & Spelen is authorised to suspend the fulfilment of its obligations as soon as the Client is in default of the fulfilment of any obligation arising from the Agreement. 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 grounds whatsoever, as a result of the suspension of its work.
3. Client is obliged to Brood & Spelen compensate Brood & Games for any financial loss that Brood & Spelen suffers as a result of the Client's default.

Article 10 - Force majeure

1. Brood & Spelen is not liable if it cannot fulfil its obligations under the Agreement as a result of 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/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 fulfilment 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 partly fulfilled its obligations when the force majeure occurs, or can only partly fulfil its obligations, it is entitled to separately invoice the part already delivered or the deliverable part, as the case may be, and the Client is obliged to pay this invoice.

Article 11 - Limitation of liability

1. For School pupils, volunteers and staff of Brood & Spelen, Brood & Spelen has taken out collective corporate liability insurance. This means that Brood & Spelen is insured for accidents that take place after the Client hands over the children to Brood & Spelen.
2. If there is an attributable shortcoming on the part of Brood & Spelen, Brood & Spelen shall only be obliged to pay any compensation if the Customer has given Brood & Games notice of default within 14 days of the discovery of the shortcoming and Brood & Games has subsequently failed to remedy 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 performance of Services by Brood & Spelen leads to liability of Brood & Spelen, such liability shall be limited to the total amount paid out by the insurance company.



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)/carer(s) of the child concerned 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)/carer(s), or children, or third parties related to (unsafety of) the reception location, insofar as the reception takes place on premises designated by the Client.

8. The Client is itself responsible for the correctness, reliability and completeness of all data, information, documents and/or records, in whatever form, which 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 12 - Confidentiality

1. Brood & Spelen and the 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 has not been made known to Brood & Spelen during the Contract with the Client and/or has otherwise been obtained by Brood & Spelen.

2. If, on the basis of a statutory provision or a judicial decision, Brood & Spelen is obliged to (communicate) confidential information to a third party indicated by the law or a competent court and Brood & Spelen cannot invoke a right to privilege, Brood & Spelen is not obliged to pay any damages and does not give the Customer 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 in advance. The Client shall indemnify Brood & Spelen against all claims of 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 & Games and the Client the third parties to be engaged by them.



Article 13 - 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 action if IP rights are infringed.

Article 14 - Indemnity 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 the data that it has obtained from third parties and that it has provided to Brood & Games. Brood & Spelen have been provided for the purpose of implementing the Service.
2. Client shall indemnify Brood & Spelen from any liability pursuant to the failure to fulfil the obligations with regard to the timely provision of all accurate, reliable and complete data, information, documents and/or records.
3. Client shall indemnify 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 permissions required within the framework of the execution of the Agreement (in good time).
4. Client shall indemnify 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 actions or omissions of the Client towards third parties.
5. If the Client provides electronic files, software or information carriers to Brood & Spelen provided, the Client guarantees that these are free of viruses and defects.

Article 15 - Prohibition on taking over 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 labour and/or volunteer agreement or assignment with the employees, affiliated volunteers or independent entrepreneurs or third parties who are or were involved in the execution of services/work, without prior and written permission from Brood & Spelen and payment of appropriate compensation. If this is breached, the Client forfeits a fine of €15,000 (fifteen thousand euros) immediately due and payable and not subject to mitigation, as well as €150 (one hundred and fifty euros) for each day that the breach continues. This does not affect Brood & Games' right to claim (additional) compensation if the damage suffered by it exceeds this amount.



Article 16 - 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 occasion 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 the Client in order for Brood & Spelen 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 17 - Applicable law

1. To the legal relationship between Brood & Spelen and Client is governed by Dutch law.
2. Brood & Spelen has the right to amend these general terms and conditions and will inform Client accordingly.
3. In case of translations of these general terms and conditions, the Dutch version shall prevail.
4. All disputes arising out of or in connection with the Agreement between Brood & Spelen and Client, shall be settled by the competent court of the District Court of Midden-Nederland unless provisions of mandatory law designate another competent court.

Amersfoort, 1 August 2024.