



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

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

Article 1 - Definitions

1. In these general terms and conditions, the following terms are used in the following meanings unless expressly stated otherwise.
2. **Offer:** any offer or quotation to Parent to provide Services by Brood & Spelen.
3. **Subscription:** the manner in which services will be invoiced to Parent.
4. **Services:** the Service offered by Brood & Spelen is the provision of Intermediate School Care.
5. **Service Provider:** the Brood & Spelen foundation, incorporated under Dutch law, established in the Netherlands and offering Services to Parent hereafter: **Brood & Spelen**.
6. **Parent:** the parent(s) and/or legal representative(s) of the child, not acting in the exercise of a profession or business, who has engaged Brood & Games, granted projects to Brood & Games for Services performed by Brood & Games, or to whom Brood & Games has made a proposal under an Agreement.
7. **Agreement:** any Agreement and other obligations between Parent and Brood & Spelen, as well as proposals by Brood & Spelen for Services provided by Brood & Spelen to Parent and accepted by Parent and accepted and performed by Brood & Spelen with which these general terms and conditions form an indissoluble whole.
8. **Intermediate School Care (TSO):** the provision of lunchtime meals for primary school pupils.
9. **School:** the educational institution where Parent's child attends classes.
10. **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 by Brood & Spelen, any Agreement between Brood & Spelen and Parent and any service offered by Brood & Spelen.
2. Before an Agreement is concluded, Parent will be provided with these general terms and conditions. If this is not reasonably possible, Brood & Spelen will indicate to Parent how Parent 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 has been agreed explicitly and in writing with Brood & Spelen.
4. These general terms and conditions also apply to additional, amended and follow-up orders from Parent.



5 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.

6. 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.

7. In case Brood & Spelen has not always required 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 Offers made by Brood & Spelen are without obligation, unless expressly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this is explicitly stated in the Offer.

2. The offer contains a description of the Services offered. The description is sufficiently specified so that Parent are 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.

Article 4 - Conclusion of the Agreement

1. The Agreement is concluded the moment the Parent has accepted an Offer and/or Agreement from Brood & Spelen by returning a signed copy to Brood & Spelen, or has given digital approval (e.g. via the registration form on the website).

2. Upon registration, Parent is obliged to pay the registration fee. The enrolment fee will be invoiced in the first invoice.

3. Brood & Spelen has the right to revoke the (signed) Agreement within 5 working days of receiving the acceptance.

4. Brood & Spelen is not bound to an Offer if the Parent could reasonably have expected or should have understood that the Offer contains an obvious mistake or clerical error. The Parent cannot derive any rights from this mistake or clerical error.

5. Any Agreement entered into with Brood & Spelen or any project awarded to Brood & Spelen by Parent shall vest in the Company and not in any individual person associated with Brood & Spelen.

6. Parent has the right of withdrawal during the statutory period of 14 days, unless Brood & Spelen has already started the Services with the consent of Parent. Parent waives her right of withdrawal by means of this consent.

7. If the Agreement is entered into by more than one Parent, each Parent shall be jointly and severally liable for the performance of all obligations under the Agreement.



Article 5 - Duration of the Agreement

1. The Agreement is entered into for a definite period, unless the content, nature or purport of the assignment implies that it has been entered into for an indefinite period. The Agreement ends by operation of law the moment the child goes to secondary school or if Brood & Spelen no longer provides the Service at the school.
2. Both Parent and Brood & Spelen can dissolve the Agreement on the basis of an attributable failure in the fulfilment of the Agreement if the other party has been given notice of default in writing and has been given a reasonable term to fulfil its obligations and it still fails to fulfil its obligations correctly at that time. This also includes the payment and cooperation obligations of Parent.
3. The Agreement may be agreed for Parent on an occasional basis or in the form of a term agreement (Subscription).
4. The dissolution of the Agreement shall not affect the payment obligations of Parent insofar as Brood & Spelen has already carried out work or delivered performances at the time of the dissolution. The Parent must pay the agreed remuneration.
5. Parent may terminate the Agreement at any time subject to a two-week notice period by giving notice by e-mail to Brood & Spelen.
6. A School may terminate an agreement with Brood & Spelen for the coming school year before 1 June each year, which will also terminate an Agreement with Parent without Parents being able to claim compensation for this.
7. Brood & Spelen is entitled to fully or partially suspend or terminate the Intermediate School Care Agreement with immediate effect in the event of a payment arrears of at least one month and/or in the event that the Parent is structurally late in paying the invoice and has repeatedly warned Brood & Spelen (at least twice) that this may lead to the suspension or termination by it of the present TSO Agreement.
8. Both Parent and Brood & Spelen can terminate all or part of the Agreement in writing with immediate effect without further notice of default in the event that one of the parties has been granted a moratorium, bankruptcy has been applied for or the company concerned ends up being liquidated. If a situation as mentioned above occurs, Brood & Spelen will never be obliged to refund monies already received and/or to pay damages.

Article 6 - Performance of services

1. Brood & Spelen will 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 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 shall guide the scope and extent of the Services. The Agreement will only be performed for the benefit of Parent. 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 School are the basis on which the Services offered by Brood & Spelen and the prices are based. 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. Brood & Spelen is entitled to engage third parties at its own discretion for the performance of the Services.
5. If the nature and duration of the assignment so require, Brood & Spelen will keep Parent informed of progress in the interim via the agreed manner.
6. The performance of the Services is based on the information provided by Parent. 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 delivery of the Services is delayed because, for instance, the Parent has not provided all the requested information or has not provided it on time, or not in the desired format, provides insufficient cooperation, any advance payment has not been received in time by Brood & Spelen or there is a delay due to other circumstances that are at the expense and risk of the Parent, Brood & Spelen is entitled to a reasonable extension of the delivery period. All damage and additional costs resulting from delay due to a cause as mentioned above shall be at the expense and risk of Parent.
7. Responsibility for the child passes from Brood & Spelen and School to Parent the moment the child leaves the Brood & Spelen location and vice versa.
8. Brood & Spelen has the right to deny Parent and children access to the TSO immediately if:
 - a. in the sole opinion of Brood & Spelen and/or the school coordinator of the TSO concerned, the safety of other children is endangered or there is other conspicuous behaviour;
 - b. in the opinion of Brood & Spelen and/or school coordinator of the TSO concerned, there is a risk of transmitting infectious diseases;
 - c. Parent in the reasonable opinion of Brood & Spelen and/or school coordinator of the TSO concerned persistently violates the rules of the TSO concerned and/or the internal regulations;
 - d. failure to fulfil payment obligations in accordance with the TSO Agreement, or failure to do so on time.

Article 7 - TSO

1. Brood & Spelen will ensure that the work it performs for TSO complies with changing laws and regulations.
2. Within real possibilities, Brood & Spelen shall make such personnel and material provisions as to ensure that its services are suitable for the care of children and shall ensure a responsible TSO of children.
3. TSO is offered by Brood & Spelen during the relevant school weeks only on the days the children attend school. There is no TSO on the days named in the school's annual calendar. Other days on which TSO is not possible will be credited provided these days have been communicated to Brood & Spelen by School or Parent at least two weeks in advance. Days not passed on in time will not be credited.



4. Cancellation, calling in sick or requesting an extra day for TSO is done by making a notification via the Brood & Spelen Parent App.
5. Brood & Spelen reserves the right to merge groups or locations if desired.
6. If a registered child does not appear at the TSO, Brood & Spelen is entitled to charge the full costs. The Parent is not entitled to a refund of the (subscription) monies already paid, nor does it release the Parent from the obligation to pay if no advance payment had been made.
7. With a Subscription, a fixed day or a fixed number of days per week is purchased. (Refund) payment of these monies is made on the basis of the following:
 - a. If a day falls in one of the days mentioned under Article 7(3), it will not be invoiced.
 - b. In case of absence due to e.g. illness, eating at a friend's house, eating at home etc., the agreed fee remains payable.
8. Occasional childcare is when no fixed day has been agreed but occasional use is made of the TSO. If the child needs to be registered for the TSO that day after 09:00 hrs, this can only be done by calling the school coordinator.
9. Sick notices, cancellations or a one-off swap day must be passed on via the Brood & Spelen Parent App before 9.00 am on the day in question.
10. From time to time, Brood & Spelen, together with the school, draws up a School Stay Plan applicable to the TSO. The School Stay Plan can be consulted via the school coordinator at the school.

Article 8 - Parent's obligations

1. The Parent is obliged to provide all information requested by Brood & Spelen as well as relevant appendices and related information and data in time and/or before the start of the activities and in the desired form for the purpose of a correct and efficient implementation of the Agreement. Such information includes but is not limited to medical information and other information concerning the child's development. Failing this, Brood & Spelen may not be able to realise full execution and/or delivery of the pieces concerned. The consequences of such a situation shall at all times be at the expense and risk of the Parent.
2. Brood & Spelen is not obliged to check the accuracy and/or completeness of the information provided to it or to update Parent regarding the information if it has changed over time, nor is Brood & Spelen responsible for the accuracy and completeness of the information compiled by Brood & Spelen for third parties and/or provided to third parties in the context of the Agreement.
3. Brood & Spelen may, if necessary for the implementation of the Agreement, request additional information. Failing this, Brood & Spelen is entitled to suspend its activities until the information has been received, without being obliged to compensate for any damages on any account whatsoever towards the Parent. In case of changed circumstances the Parent should make this known to Brood & Spelen immediately or at the latest 3 working days after the change has become known.
4. Parent should inform Brood & Spelen immediately if they wish to give another person the authority to collect the child.



Article 9 - Prices and payment

1. Subscription prices and the price for occasional care are agreed by Brood & Spelen on a school-by-school basis.
2. If incidental care is chosen by the Parent, Brood & Spelen will perform its services in accordance with the agreed rate. The costs of the activities are calculated afterwards on the basis of the registration of hours drawn up by Brood & Spelen (subsequent calculation).
3. Six times a year Parent will receive the invoice (subscriptions and occasional care) by e-mail. If agreed, payment is made by continuous direct debit.
4. Payment must be credited to the Brood & Spelen account by the 1st of the month at the latest by the following methods:
 - a. With direct debit, the amount is collected from Parent's account around the 25th of the month (25 January, 25 March, 25 May, 25 July, 25 September, 25 November) based on a SEPA standing order.
 - Collector name: Stichting Brood & Spelen
 - Collector ID: NL41ZZ0916 8208 0000
 - Authorisation reference: Debtor number
 - b. In case of regular invoicing (without direct debit), the Parent should ensure timely crediting of the invoiced amount mentioned on the invoice and before the payment deadline, by means of transfer to the bank account of Stichting Brood & Spelen:
 - IBAN: NL07RABO0107175908
 - BIC: RABONL2U
 - Citing: Debtor number and the relevant invoice number
5. Parent is obliged to fully reimburse the costs of third parties deployed by Brood & Spelen after approval of Parent unless expressly agreed otherwise.
6. Brood & Spelen is entitled to increase the applicable prices and rates annually in accordance with the applicable inflation rates. Price increases may be announced by Brood & Spelen on 1 July and/or 1 December, with 1 August or 1 January as the effective date.
7. Parent shall pay these charges in a lump sum, without set-off or suspension, within the specified payment period as stated on the invoice, to the account number of Brood & Spelen made known to it.
8. In case of liquidation, insolvency, bankruptcy, involuntary liquidation or petition against Parent, the payment and all other obligations of Parent under the Agreement shall become immediately due and payable.

Article 10 - Collection policy

1. If Parent does not meet the payment obligation, and has not paid within the payment period set for it, Parent will first receive a written reminder with a period of 14 days from the date of the reminder to still meet the payment obligation together with a statement of the extrajudicial costs if Parent does not meet the obligations within that period, before she will be in default.



2. From the date that the Parent is in default, Brood & Spelen will be entitled, without further notice of default, to 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 are eligible for reimbursement. The integral judicial and execution costs incurred shall also be borne by Parent.

Article 11 - Privacy, data processing and security

1. Brood & Spelen will treat the (personal) data of Parent with care and will only use them in accordance with the applicable standards. If requested to do so, Brood & Spelen will inform the person concerned.

2. Parent is solely responsible for the processing of data processed using a Brood & Games service. Parent also guarantees that the content of the data is not unlawful and does not infringe any rights of third parties. Within this framework, the Parent indemnifies Brood & Spelen against any (legal) claim relating to this data or the execution of the Agreement.

3. If, pursuant to the Agreement, Brood & Spelen is required to provide for the security of information, such security will comply with the agreed specifications and a security level that, given the state of the art, the sensitivity of the data, and the associated costs, is not unreasonable.

Article 12 - Suspension and dissolution

1. Brood & Spelen is authorised to suspend the fulfilment of its obligations as soon as the Parent is in default with the fulfilment of any obligation resulting from the Agreement, including late payment of its invoices. The suspension will immediately be confirmed to Parent in writing.

2. In such case, Brood & Spelen shall not be liable for damage, on any grounds whatsoever, as a result of the suspension of its work.

3. The suspension (and/or dissolution) does not affect the payment obligations of Parent for work already carried out. Furthermore, the Parent is obliged to compensate Brood & Spelen for any financial loss suffered by Brood & Spelen as a result of the default of the Parent.

Article 13 - 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 the obligations of suppliers that have been prescribed or recommended to Brood & Spelen by the Parent or his/her third parties, (III) defectiveness of software or any third parties involved in the implementation of the Service, (IV) government measures (whether or not as a result of a pandemic or epidemic), (V) failure of electricity, internet, data network and/or telecommunication facilities, (VI) illness of employees of Brood & Spelen or third parties or third parties engaged by it, and Games or third parties or suppliers engaged by it, 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, as a result of quarantine of the children or teachers concerned, the TSO is closed, the Parent is not entitled to a refund of monies (already paid) or invoices yet to be paid for the day(s) concerned on which, as a result of an external influence, and over which it could not exercise any power, Brood & Spelen cannot fulfil its obligations.

4. If it is foreseeable that the force majeure lasts longer than two months, both Parties have the right to dissolve the Agreement in whole or in part. All costs incurred prior to the dissolution of the Agreement will in that case be paid by Parent. Brood & Spelen is not obliged to compensate Parent for any losses caused by such rescission.

Article 14 - Limitation of liability

1. If any result stipulated in the Agreement is not achieved, a shortcoming of Brood & Spelen shall only be deemed to exist if Brood & Spelen explicitly promised this result when accepting the Agreement.

2. If there is an attributable shortcoming on the part of Brood & Spelen, Brood & Spelen will only be obliged to pay any compensation if the Parent 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 invoiced in the context of the Agreement, but only with regard to the direct damage suffered by the Parent unless the damage 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.

5. The Parent indemnifies Brood & Spelen against all claims by third parties as a result of a defect as a consequence of a service provided by the Parent to a third party and partly consisting of Services provided by Brood & Spelen, unless the Parent can prove that the damage was caused solely by the Brood & Spelen service.



6. Brood & Spelen does not guarantee the correct and complete transmission of the content of and e-mail sent by/on behalf of Brood & Spelen, nor its timely receipt.

7. All claims of the Parent on account of shortcomings on the part of Brood & Spelen shall lapse if these have not been reported to Brood & Spelen in writing, giving reasons, within one year after the Parent was aware or could reasonably have been aware of the facts on which it bases its claims. One year after the termination of the Agreement between the parties, Brood & Spelen' liability lapses.

Article 15 - Confidentiality

1. Brood & Spelen and Parent undertake to keep confidential all confidential information obtained in the context of an assignment. Confidentiality arises from the assignment and must also be assumed if it can reasonably be expected to be confidential information. The 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 Agreement with Parent and/or has been obtained by Brood & Spelen in any other way.

2. If Brood & Spelen is obliged on the basis of a statutory provision or a judicial decision to (communicate) the 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 compensation and does not give the Parent 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. Parent shall indemnify Brood & Spelen against all claims by such third parties as a result of reliance on such information distributed without the written consent of Brood & Spelen.

4. The confidentiality obligation also imposes on Brood & Spelen the third parties to be engaged by them.

Article 16 - Indemnity and accuracy of information

1. Parent is itself responsible for the accuracy, 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.

2. Parent indemnifies Brood & Spelen from any liability pursuant to the failure to fulfil the obligations regarding the timely provision of all accurate, reliable and complete data, information, documents and/or records.

3. The Parent indemnifies Brood & Spelen against all claims of the Parent and third parties engaged by it or working under it, as well as of customers of the Parent, based on the failure to obtain (in a timely manner) any subsidies and/or permissions required in the context of the execution of the Agreement.



4. The Parent indemnifies Brood & Spelen against all claims of third parties resulting from the work carried out for the benefit of the Parent, including but not limited to intellectual property rights on the data and information provided by the Parent that can be used in the execution of the Agreement and/or the acts or omissions of the Parent towards third parties.
5. If Parent provides electronic files, software or information carriers to Brood & Spelen, Parent guarantees that they are free of viruses and defects.

Article 17 - Complaints

1. If Parent is not satisfied with the service of Brood & Spelen or otherwise has complaints about the execution of his/her order, Parent 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 Parent 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 18 - Applicable law

1. The legal relationship between Brood & Spelen and Parent is governed by Dutch law.
2. Brood & Spelen has the right to amend these general terms and conditions and will inform Parent accordingly.
3. In case of translations of these general terms and conditions, the Dutch version shall prevail.
4. All disputes arising from or as a result of the Agreement between Brood & Spelen and Parent shall be settled by the competent court of the Central Netherlands District Court, unless provisions of mandatory law designate another competent court.

Amersfoort, 1 August 2024.