



Brood & Spelen

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Tussenschoolse opvang



General Terms and Conditions Brood & Spelen (as of 1 August 2022)

Stichting Brood & Spelen (hereafter: Brood & Spelen), a foundation under Dutch law, is listed in the Chamber of Commerce under number 09168208 and has its registered office at Oosteinde 85 b (3925LB) in Scherpenzeel.

Article 1 - Definitions

1. In these general terms and conditions, the following terms have the meaning set forth below, unless explicitly stated otherwise.
2. **Offer:** every offer or quotation made to the Parent for the performance of Services by Brood & Spelen.
3. **Subscription:** the manner in which the services will be invoiced to the Parent.
4. **Services:** the service offered by Brood & Spelen is the provision of Mid-school Childcare.
5. **Service Provider:** Stichting Brood & Spelen, a foundation under Dutch law, established in the Netherlands and offering Services to the Parent hereafter referred to as: **Brood & Spelen**.
6. **Parent:** the parent(s) and/or legal representative(s) of the child, not acting in the pursuit of a profession or business, who has appointed Brood & Spelen, has granted projects to Brood & Spelen for Services to be rendered by Brood & Spelen, or to whom Brood & Spelen has made an offer under an Agreement.
7. **Agreement:** all Agreements and other obligations between the Parent and Brood & Spelen, as well as proposals made by Brood & Spelen for Services which are provided by Brood & Spelen to the Parent and which are accepted by the Parent and executed by Brood & Spelen, of which these general terms and conditions form an integral part.
8. **Mid-school Childcare (MSC):** overseeing lunch breaks for primary school pupils.

Article 2 - Applicability

1. These general terms and conditions shall apply to each Brood & Spelen Offer, each Agreement between Brood & Spelen and the Parent, and to each service offered by Brood & Spelen.
2. Before an Agreement is formed, these general terms and conditions shall be made available to the Parent. If this is not reasonably possible, Brood & Spelen will inform the Parent how the Parent can inspect the general terms and conditions.
3. Deviation from these general terms and conditions is not possible. Deviations from the general conditions may be made in exceptional situations insofar as this has been explicitly agreed in writing with Brood & Spelen.
4. These general terms and conditions shall also apply to supplementary, amended and follow-up orders from the Parent.
5. The general terms and conditions of the Parent are excluded.
6. If one or more provisions of these general terms and conditions are null and void or annulled in part or in full, the other provisions of these general terms and conditions shall remain in force and the null and void provision(s) shall be replaced by a provision having the same purport as the original provision.
7. Uncertainties about the content, interpretation or situations not provided for in these general terms and conditions shall be assessed and interpreted in accordance with the spirit of these general terms and conditions.
8. The applicability of Articles 7:404 and 7:407(2) of the Dutch Civil Code is explicitly excluded.



9. References in these general terms and conditions to she/her also include references to he/him/his, if and insofar as applicable.

10. In the event that Brood & Spelen has not always required compliance with these general terms and conditions, it shall retain its right to require compliance with these general terms and conditions in full or in part.

Article 3 - The Offer

1. All offers made by Brood & Spelen are without obligation, unless explicitly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be explicitly mentioned in the Offer.
2. Brood & Spelen will only be bound to an Offer if it is confirmed in writing by the Parent within 30 days. Nevertheless, Brood & Spelen shall be entitled to refuse an Agreement with the Parent or a potential Parent for a reason deemed valid by Brood & Spelen.
3. The offer contains a description of the Services offered. The description is sufficiently specific, so that the Parent is able to properly assess the offer. Any details in the offer are merely indicative and cannot constitute grounds for damages or dissolution of the Agreement.
4. Offers or quotations do not automatically apply to follow-up orders.
5. Delivery times referred to in the offer made by Brood & Spelen are indicative, in principle, and do not entitle the Parent to dissolution or compensation if exceeded, unless explicitly agreed otherwise.

Article 4 - Formation of the Agreement

1. An Agreement shall be established when the Parent has accepted an Offer or Agreement from Brood & Spelen by returning a signed copy to Brood & Spelen or when they have given their digital consent (e.g. via the registration form on the website).
2. The Service for the Parent takes place on the basis of a subscription or on the basis of occasional care.
3. Brood & Spelen has the right to withdraw the signed Agreement within 5 working days after receipt of the acceptance.
4. Brood & Spelen shall not be bound by an Offer if the Parent could reasonably have known or ought to 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. If the Parent cancels a confirmed order, the actual costs already incurred (including time spent) will be charged to the Parent.
6. Each Agreement entered into with Brood & Spelen or project awarded to Brood & Spelen by the Parent shall be the responsibility of Brood & Spelen and not of an individual person associated with Brood & Spelen.
7. During the statutory period of 14 days, the Parent has the right of withdrawal, unless Brood & Spelen, with the permission of the Parent, has already started the Service. By means of this permission, the Parent waives their right of withdrawal.
8. If the Agreement is entered into by more than one Parent, each individual Parent shall be jointly and severally liable for fulfilling all obligations arising from the Agreement.

Article 5 - Duration of the Agreement

1. The Agreement shall be entered into for a definite period of time unless the content, nature or tenor of the order entails that it is entered into for an indefinite period of time. The Agreement shall end by operation of law when the child goes to secondary school or if Brood & Spelen no longer provides the Service at the school.
2. Both the Parent and Brood & Spelen may dissolve the Agreement based on an attributable failure in the fulfilment of the Agreement if the other party has been declared in default in writing and has been given a



reasonable term to fulfil their/its obligations and they/it still fail(s) to fulfil their/its obligations properly. This also includes the payment and cooperation obligations of the Parent.

3. The Agreement can be agreed for the Parent on an occasional basis or in the form of a continuing performance agreement (Subscription).
4. Dissolution of the Agreement shall not affect the payment obligations of the Parent to the extent that Brood & Spelen has already carried out work or delivered Services at the time of the dissolution. The Parent shall be obliged to pay the agreed remuneration.
5. The Parent may terminate the Agreement/Subscription at any time with due observance of a notice period of 2 weeks prior to the desired termination by means of a written notice of termination per e-mail to Brood & Spelen.
6. In the event of COVID-19 (or any other epidemic or pandemic) and Brood & Spelen being unable to provide the MSC as a result, the Parent may terminate the Agreement/Subscription with due observance of one month's notice by means of a written notice per e-mail to Brood & Spelen.
7. A school may terminate the Agreement for the coming school year before June 1st, unless explicitly agreed otherwise.
8. Brood & Spelen is entitled to immediately suspend or cancel the Mid-school Childcare Agreement in whole or in part in the event that payment is at least one month late and/or in the event that the Parent is structurally late in paying the invoice and has been warned by Brood & Spelen repeatedly (at least 2 times) that this may lead to the suspension or cancellation of this MSC Agreement.
9. Both the Parent and Brood & Spelen may terminate the Agreement in writing with immediate effect without further notice of default in the event that one of the parties has been granted suspension of payments, a petition has been filed for bankruptcy or the company concerned is liquidated. If a situation like those mentioned above arises, Brood & Spelen shall never be obliged to refund money already received and/or to pay damages.

Article 6 - Performance of Services

1. Brood & Spelen shall endeavour to carry out 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 shall be carried out on the basis of a best-efforts obligation unless a result has been explicitly agreed in writing and described in detail.
2. The Agreement on the basis of which Brood & Spelen performs the Services is the guiding principle for the scope and extent of the Services. The Agreement will only be executed for the benefit of the Parent. Third parties cannot derive any rights from the content of the Services carried out in connection with the Agreement.
3. The information and details provided by the Parent are the basis for the Services and prices offered by Brood & Spelen. Brood & Spelen shall be entitled to adjust its Services and prices if the information provided proves to be incorrect and/or incomplete.
4. In executing the Services, Brood & Spelen shall not be obliged or required to follow the instructions of the Parent if this alters the content or scope of the agreed Services. If the instructions result in further work for Brood & Spelen, then the Parent shall be obliged to pay the additional costs accordingly on the basis of a new offer.
5. Brood & Spelen shall be entitled to engage third parties for the performance of the Services at its own discretion.
6. Should the nature and duration of the order so require, Brood & Spelen will keep the Parent informed of progress in the interim via the agreed upon method.
7. The performance of the Services is based on the information provided by the Parent. If the information is changed, this may have consequences for any planning that has been established. Brood & Spelen shall never be liable for adjusting the planning. If the start, progress or delivery of the Services is delayed because, for example, the Parent has not provided all the requested information in time or in the desired format, renders insufficient cooperation, Brood & Spelen has not received a deposit in time or there are other circumstances,



for the account and risk of the Parent, which cause a delay, Brood & Spelen shall be entitled to a reasonable extension of the delivery period. All damage and additional costs resulting from a delay due to a cause as mentioned above shall be for the account and risk of the Parent.

8. Responsibility for the child is transferred from Brood & Spelen to the Parent the moment the child leaves the Brood & Spelen location and transferred from the Parent to Brood & Spelen the moment the child enters the Brood & Spelen location,

9. Brood & Spelen has the right to deny Parents and children access to the MSC immediately if:

- a. in the sole opinion of Brood & Spelen and/or the lunch break coordinator of the relevant MSC, the safety of other children is endangered, or other undesirable behaviour is involved (see the protocol on undesirable behaviour);
- b. there is, in the opinion of Brood & Spelen and/or the lunch break coordinator of the relevant MSC, a danger of transmitting infectious diseases;
- c. the Parent, in the reasonable opinion of Brood & Spelen and/or lunch break coordinator of the relevant MSC, persistently violates the rules of the relevant MSC and/or the house rules; and/or
- d. the payment obligations under the MSC Agreement are not met or not met on time.

Article 7 - MSC

1. Brood & Spelen shall ensure that the work it carries out for the MSC complies with changing legislation and regulations.

2. Brood & Spelen shall provide, within realistic possibilities, such staffing and material facilities so that its Services are suitable for the care of children and shall ensure a responsible MSC for children.

3. The MSC is offered by Brood & Spelen during the relevant school weeks, only on the days that the children attend school. There is no MSC on days off from school, study days, continuous schedules, school trips and other days on which MSC is not possible and which are included in the school's annual calendar. The school's annual calendar is the guiding principle in this respect. Other days on which MSC is not possible (museum visits, outings, teachers' parties, etc.) will be credited provided these days are communicated by the school to Brood & Spelen at least 2 weeks in advance. Days not communicated in time will be charged to the Parent.

4. Cancelling, reporting sick or requesting an extra day for MSC is done by making a notification via the Brood & Spelen app for parents.

5. Brood & Spelen reserves the right to combine groups or locations if desirable.

6. The MSC takes place at schools. The school is obliged to provide the facilities required for the MSC. This includes but is not limited to: a room where the children can have lunch, a cupboard to store the toys, the provision of a computer to Brood & Spelen.

7. If a registered child does not appear for the MSC, Brood & Spelen shall be entitled to charge the time reserved. The Parent has no right to restitution of already paid (subscription) fees, nor does non-appearance relieve the Parent of the payment obligation if no advance payment has been made.

8. With a Subscription, a fixed day or a fixed number of days per week is purchased. Payment/repayment of this money shall take place on the basis of the following:

- a. If a day falls on one of the days referred to in Article 7, paragraph 3, it will not be invoiced, except if the MSC is cancelled due to a strike by school staff.
- b. In the event of absence due to illness, eating at a friend's house, etc., the agreed fee shall continue to be owed.
- c. In the event of absence due to illness, a (partial) refund will be made from the 8th day of illness.

9. Occasional childcare occurs when no fixed day has been agreed upon but occasional use is made of the MSC. The child must be registered by the Parent before 9:00 via the Brood & Spelen app for parents for the same day. If this is done at a later time, it can only be recognized as registration for the next school day.



10. Sickness notifications, cancellations or a one-off exchange day must be submitted via the Brood & Spelen app for parents before 9.00 am on the day in question.

11. Together with the school, Brood & Spelen will draw up a School Lunch Break Plan from time to time that applies to the MSC. The School Lunch Break Plan can be consulted through the lunch break coordinator of the school.

Article 8 - Obligations of Parent

1. The Parent is obliged to provide all information requested by Brood & Spelen as well as relevant appendices and related information and data in good time and/or before the start of the Services and in the desired form for the correct and efficient execution of the Agreement. This information includes, but is not limited to, medical information and other information concerning the child's development. If this is not done, Brood & Spelen may not be able to fully implement and/or deliver the relevant documents. 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 correctness and/or completeness of the information supplied to it or to update the Parent if this has changed in the course of time, nor is Brood & Spelen responsible for the correctness and completeness of the information compiled by Brood & Spelen for third parties and/or supplied to third parties as part of the Agreement.

3. Brood & Spelen may request additional information if this is necessary for the implementation of the Agreement. If this information is not supplied, Brood & Spelen shall be entitled to suspend its work until the information has been received, without being obliged to pay compensation for any reason whatsoever to the Parent. In the event of changed circumstances the Parent must notify Brood & Spelen immediately, or no later than 3 working days after the change has become known.

4. Parents must comply with the house rules in force at the Brood & Spelen location.

5. The Parent must notify Brood & Spelen immediately if they wish to authorise another person to pick up the child. Brood & Spelen will record this in writing, and this will be confirmed to the Parent.

Article 9 - Additional work and changes

1. If it becomes apparent during the execution of the Agreement that the Agreement needs to be adjusted or further work is required at the request of the Parent to achieve the result desired by the Parent, the Parent is obliged to pay for this additional work at the agreed rate. Brood & Spelen is not obliged to comply with this request and can require the Parent to enter into a separate Agreement for this and/or refer the matter to an authorised third party.

2. If the additional work is the result of negligence on the part of Brood & Spelen, or Brood & Spelen made an incorrect assessment or could reasonably have foreseen the work in question, these costs will not be charged to the Parent.

Article 10 – Fees and payment

1. Subscription fees and the price for occasional care are agreed per school by Brood & Spelen.

2. If the Parent opts for occasional care, Brood & Spelen will provide its Services in accordance with the agreed upon fee. The costs of the work will be calculated afterwards based on the time registration drawn up by Brood & Spelen (actual costs).

3. Six times a year, the Parent will receive the invoice (subscriptions and occasional childcare) by e-mail. If agreed, payment will be made by way of continuous direct debit.

4. Payment must be made into the Brood & Spelen account by the 1st of the month at the latest.

a. In the case of direct debit, the amount will be transferred from the Parent's account around the 25th of the month (25 January, 25 March, 25 May, 25 July, 25 September, 25 November) on the basis of a SEPA standing order.

General Terms and Conditions



- Name of payee: Stichting Brood & Spelen
- Payee ID: NL41ZZ0916 8208 0000
- Authorisation reference: Debtor number

b. In the case of regular invoicing (without direct debit), the Parent must ensure timely payment of the invoiced amount (including the €5.00 administration fee) before the payment deadline by means of a transfer to the bank account of Stichting Brood & Spelen:

- IBAN: NL07RABO0107175908
- BIC: RABONL2U
- Stating: Debtor number and the relevant invoice number

5. The Parent remains obliged to pay the agreed subscription fee if due to COVID-19 (or another epidemic or pandemic) the MSC cannot be performed. If explicitly agreed, the Parent can receive a discount of up to 50% of the agreed price during the time that Services of Brood & Spelen cannot be used due to COVID-19 (or another epidemic or pandemic).

6. The Parent is obliged to fully reimburse the costs of third parties engaged by Brood & Spelen with the approval of the Parent, unless explicitly agreed otherwise.

7. The parties may agree that the Parent must pay an advance. If an advance payment has been agreed upon, the Parent shall pay the advance payment before the commencement of the Services.

8. The Parent cannot derive any rights or expectations from a previously issued budget, unless parties have explicitly agreed otherwise.

9. Brood & Spelen is entitled to increase the current prices and rates annually in accordance with the current inflation rates. Price increases may be announced by Brood & Spelen on 1 July and/or 1 December with effect from 1 August and/or 1 January respectively. Price increases will first be discussed by Brood & Spelen with the school/school management before they are communicated to the Parent.

10. The Parent must pay these costs at once, without setoff or suspension, within the specified payment period as stated on the invoice, to the account number of Brood & Spelen.

11. In the event of liquidation, insolvency, bankruptcy, involuntary liquidation or application for suspension of payments against the Parent, the payment and all other obligations of the Parent under the Agreement shall become immediately due and payable.

Article 11 - Collection policy

1. If the Parent fails to meet the payment obligation or does not meet it within the set payment term, the Parent will first receive a written reminder stating a term of 14 days from the date of the reminder to still meet the payment obligation with an indication of the extrajudicial costs if the Parent fails to meet the obligations within this term, before they will be in default.

2. From the date on which the Parent is in default, Brood & Spelen shall be entitled, without further notice of default, to statutory commercial interest from the first day of default until full payment is made, as well as compensation for extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code, to be calculated according to the graduated scale in the Decree on compensation for extrajudicial collection costs of 1 July 2012 (with a minimum of €15 per unpaid invoice).

3. If Brood & Spelen has incurred more or higher costs which were reasonably necessary, such costs shall be considered for reimbursement. The full judicial and execution costs shall also be borne by the Parent.

Article 12 - Privacy, data processing and security

1. Brood & Spelen will handle the personal and other data of Parents with care and will only use such data in accordance with the applicable norms. If so requested Brood & Spelen will inform the person concerned.



2. The Parent is responsible for the processing of data using a service of Brood & Spelen. The Parent also guarantees that the content of the data is not unlawful and does not violate any rights of third parties. Within this framework the Parent indemnifies Brood & Spelen against any legal or other claims related to these data or the execution of the Agreement.

3. If Brood & Spelen, on the basis of the Agreement, is responsible for securing the information, the security provided shall comply with the agreed specifications and a security level that, given the state of the art, the sensitivity of the data and the costs involved, is not unreasonable.

Article 13 - Suspension and dissolution

1. Brood & Spelen has the right to retain data, data files and more received or realised by it if the Parent has not yet fulfilled their payment obligations, or not in full. This right shall remain in full force if, according to Brood & Spelen, there is a valid reason that justifies suspension in that case.

2. Brood & Spelen is authorised to suspend compliance with its obligations as soon as the Parent is in default with regard to any obligation arising from the Agreement, including late payment of its invoices. The suspension will be communicated to Parent in writing without delay.

3. Brood & Spelen shall in that case not be liable for damage, howsoever caused, resulting from the suspension of its work.

4. The suspension (and/or dissolution) shall not affect the payment obligations of the Parent for work already carried out. Furthermore, the Parent is obliged to compensate Brood & Spelen for any financial loss which Brood & Spelen suffers as a result of the Parent's default.

Article 14 - Force majeure

1. Brood & Spelen shall not be liable if it is unable to fulfil its obligations under the Agreement due to circumstances beyond its control (force majeure).

2. Force majeure on the part of Brood & Spelen shall in any event include, but not be limited to: (i) force majeure suffered on the part of suppliers of Brood & Spelen, (ii) failure by suppliers prescribed or recommended to Brood & Spelen by the Parent or their third parties to properly fulfil obligations, (iii) defectiveness of software or any third parties involved in the implementation of the service, (iv) government measures (whether or not resulting from 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 suppliers used by it, and (vii) other situations which in the opinion of Brood & Spelen fall outside its sphere of influence and which temporarily or permanently prevent Brood & Spelen from fulfilling its obligations.

3. If the MSC is closed due to quarantine of children or teachers involved, the Parent has no right to restitution of (already paid) money or invoices still to be paid for the day(s) in question on which Brood & Spelen was unable to fulfil its obligations due to an external influence over which it could not exercise any control.

4. If the force majeure is expected to last longer than two months, both parties shall be entitled to dissolve the Agreement in whole or in part. All costs made before the dissolution of the Agreement will in that case be paid by the Parent. Brood & Spelen is not obliged to compensate the Parent for any losses caused by such a withdrawal.

Article 15 - Limitation of liability

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

2. In the event of an attributable shortcoming on the part of Brood & Spelen, Brood & Spelen shall only be obliged to pay damages if the Parent has notified Brood & Spelen that it is in default within 14 days of discovery of the shortcoming and if Brood & Spelen has subsequently failed to remedy this shortcoming within a reasonable time. The notice of default must be submitted in writing and include a precise description/substantiation of the shortcoming so that Brood & Spelen is able to respond adequately.



3. If the performance of Services by Brood & Spelen leads to liability on the part of Brood & Spelen, this liability shall be limited to the total amount invoiced in the framework of the Agreement, but only with regard to direct damage suffered by the Parent, unless the damage is the result of intent or wilful recklessness on the part of Brood & Spelen. Direct damage is understood to mean: reasonable costs incurred to limit or prevent direct damage, establishing the cause of the damage, the direct damage, the liability and the manner of repair.
4. Brood & Spelen explicitly excludes all liability for consequential damage.
5. The Parent indemnifies Brood & Spelen against all claims from third parties arising from a defect as a consequence of a service provided by the Parent to a third party and which also consisted of Services provided by Brood & Spelen, unless the Parent can prove that the damage was exclusively caused by the Service provided by Brood & Spelen.
6. Brood & Spelen cannot guarantee the correct and complete transmission of the contents of an e-mail sent by or on behalf of Brood & Spelen, nor its timely receipt.
7. All claims from the Parent due to shortcomings on the part of Brood & Spelen lapse if these have not been reported in writing and substantiated to Brood & Spelen within one year after the Parent had become 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, the liability of Brood & Spelen shall lapse.

Article 16 - Confidentiality

1. Brood & Spelen and the Parent undertake to observe confidentiality with regard to all confidential information obtained within the framework of an order. Confidentiality arises from the order and must also be assumed if the information concerned can reasonably be expected to be confidential. Confidentiality shall not apply if the information concerned is already in the public domain, is not confidential, and/or if the information was not disclosed to Brood & Spelen by the Parent during the course of the Agreement and/or was otherwise obtained by Brood & Spelen.
2. The confidentiality concerns, in particular, advice, reports, designs, working methods and/or reports produced by Brood & Spelen concerning the Parent's order. It is expressly forbidden for the Parent to share the contents thereof with employees who are not authorised to take cognisance thereof or with unauthorised third parties. Brood & Spelen will furthermore always exercise the necessary care in handling any business-sensitive information provided by the Parent.
3. If Brood & Spelen, on the basis of a legal stipulation or a judicial decision, is obliged to divulge/also divulge confidential information to a third party indicated by the law or a competent court, and Brood & Spelen cannot rely on a right of non-disclosure, Brood & Spelen shall not be liable for any compensation and the Parent shall not have any ground for dissolution of the Agreement.
4. The transfer or dissemination of information to third parties and/or the 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 explicitly agreed in advance. The Parent shall indemnify Brood & Spelen against all claims from such third parties arising from reliance on such information disseminated without the written consent of Brood & Spelen.
5. The confidentiality obligation shall also be imposed by Brood & Spelen and the Parent on third parties engaged by them.

Article 17 - Intellectual property rights

1. All IP rights and copyrights of Brood & Spelen including, but not limited to, all designs, models, reports and advice shall exclusively vest in Brood & Spelen and shall not be transferred to the Parent unless explicitly agreed otherwise.
2. If it has been agreed that one or more of the aforementioned items or works of Brood & Spelen will be transferred to the Parent, Brood & Spelen is entitled to conclude a separate Agreement for this and to require appropriate financial compensation from the Parent. Such compensation must be paid by the Parent before they obtain the items or works in question and the IP rights vested in them.



3. Without prior written permission from Brood & Spelen, the Parent is prohibited from publishing and/or reproducing, modifying or making available to third parties (including use for commercial purposes) any documents and software which are subject to the IP rights and copyrights of Brood & Spelen. If the Parent wishes to make changes to the items provided by Brood & Spelen, Brood & Spelen must give its explicit approval for the intended changes.
4. The Parent is prohibited from using the items and documents that are the intellectual property rights of Brood & Spelen in any other way than agreed in the Agreement.
5. The parties will inform each other and take joint action in the event of an infringement of IP rights.

Article 18 – Safeguarding and correctness of information

1. The Parent is responsible for the correctness, reliability and completeness of all data, information, documents and/or records, in whatever form, which they provide to Brood & Spelen within the framework of an Agreement, as well as for the data they have obtained from third parties and which have been supplied to Brood & Spelen for the execution of the Service.
2. The Parent indemnifies Brood & Spelen against any liability pursuant to the failure to perform or late performance of the obligations concerning the timely provision of all correct, reliable and complete data, information, documents and/or records.
3. The Parent will indemnify Brood & Spelen against all claims by the Parent and third parties engaged by it or working for it, as well as clients of the Parent, based on the failure to obtain or late attainment of any subsidies and/or permissions required in connection with the execution of the Agreement.
4. The Parent will indemnify Brood & Spelen against all claims by third parties resulting from the work done for the Parent, including but not limited to intellectual property rights on the data and information provided by the Parent that can be used for the execution of the Agreement and/or the acts or omissions on the part of the Parent towards third parties.
5. If the Parent provides electronic files, software or information carriers to Brood & Spelen, the Parent guarantees that these are free of viruses and defects.

Article 19 - Complaints

1. If the Parent is not satisfied with the service provided by Brood & Spelen or otherwise has complaints about the execution of the order, the Parent is obliged to report these complaints as soon as possible, but no later than within 7 calendar days of the incident that led to the complaint. Complaints may be made orally or in writing via klacht@broodspelen.nl with the subject "Complaint".
2. The complaint must be sufficiently substantiated and/or explained by the Parent in order for Brood & Spelen to deal with the complaint.
3. Brood & Spelen will respond as soon as possible, but no later than within 7 calendar days after receipt of the complaint.
4. The parties shall try to reach a solution together.

Article 20 - Applicable law

1. The legal relationship between Brood & Spelen and the Parent shall be governed by Dutch law.
2. Brood & Spelen has the right to amend these general terms and conditions and will inform the Parent accordingly.
3. In the event of translations of these general terms and conditions, the Dutch version shall prevail.
4. Any disputes arising from or as a result of the Agreement between Brood & Spelen and the Parent will be settled by the competent court in Gelderland, location Arnhem, unless another court has jurisdiction according to provisions of mandatory law.