Additional Terms and Conditions

Version: 2026



De Sportanen

These additional terms and conditions apply to all childcare agreements entered into with De Sportanen B.V., hereinafter referred to as: "De Sportanen," or its legal successors.

These additional terms and conditions apply in addition to the General Terms and Conditions for Childcare Daycare and Out-of-School Care of the Childcare Sector Organization (hereinafter: the Sector Terms),

Article 1 – Parent Portal (Konnect App) – General

1. For communication with parents, De Sportanen uses the digital parent portal and the Konnect app, hereinafter referred to as: the parent portal.
2. By entering into a childcare agreement with De Sportanen, the parent agrees to use the parent portal. The parent is responsible for creating and keeping their account up to date.
3. When creating an account, the parent must agree to the applicable user terms and privacy statement of the parent portal.
4. Through the Parent Portal parents have access to information such as contract details, care days, invoices, annual statements, absence notifications, service hours, and requests for extra care.
5. When a parent asks an employee of De Sportanen to manually process an extra care request, service hours cannot be used. The requested care will then be fully charged according to the applicable rate.
6. The terms and possibilities regarding service hours, extra care, cancellations, changes, and the use of service hours are included in Article 10 (Parent portal, cancellations, and service hours), Article 11 (Validity of service hours), Article 12 (Requesting extra days), Article 13 (Changing, modifying or cancelling requests), Article 14 (Exchange and make-up policy and extra care), and Article 15 (Payment).

Article 2 – Contract parent and parental authority

1. The contract parent is the one who enters into the care agreement with De Sportanen and is therefore responsible for: the correct and complete provision of information; timely payment of invoices; communication about childcare, changes, and termination; passing on details regarding the child; informing De Sportanen about changes in custody, address details, emergency numbers, or family situation insofar as relevant to the childcare.
2. If multiple parents/guardians have parental authority, De Sportanen assumes that the contract parent is authorized to make agreements on behalf of both parents/guardians with authority, unless De Sportanen has been informed otherwise in writing.
3. The parent is obliged to inform De Sportanen immediately in writing about changes in parental authority, visitation arrangements, or court rulings that affect picking up the child, providing information, or contact moments.
4. De Sportanen is not a party in conflicts between parents/guardians. De Sportanen acts in the best interest of the child and within the frameworks of the law and the childcare agreement and the written agreements known to De Sportanen.
5. Without clear written information or legal documents, De Sportanen may assume that both parents with authority are entitled to information about the child.

6. Only persons authorized by the parent in writing or via the parent portal are allowed to pick up the child. De Sportanen may ask for identification.
7. In case of uncertainty, conflict, or risk regarding pick-up or authority, De Sportanen may require additional arrangements before care takes place or continues.

Article 3 – Cancellation of agreement and rescheduling the start date of the agreement overeenkomst

1. Once the care agreement has been accepted or signed by the parent, it constitutes a binding agreement.
2. If the parent wants to cancel the agreement before the agreed start date, this must be done in writing.
3. In case of cancellation of the agreement, De Sportanen charges an administration fee of €25.
4. If the parent wants to postpone the start date of the agreement, this can only be done after a written request and with the approval of De Sportanen.
5. De Sportanen will assess each situation to determine whether shifting the start date is possible. Factors such as available capacity, staff planning, group composition, and already reserved care spots are taken into account.
6. If shifting the start date is not possible, the original agreement remains in effect, unless the parties agree otherwise in writing.
7. If De Sportanen has already incurred costs or reserved a spot before the agreed start date, this may affect the possibility of changing it free of charge.
8. Cancellation or rescheduling does not automatically release the parent from payment obligations under the agreement, unless confirmed otherwise in writing by De Sportanen.

Article 4 – Getting used to and starting for the child

1. Childcare can only begin once the childcare agreement has been signed by both parties and is accepted.
2. If a child comes to get used to things before the start date, the childcare agreement, the general terms and conditions, and these additional conditions apply from the first getting used to session onwards.
3. The duration and content of the adjustment sessions are determined by De Sportanen n consultation with the parent.
4. No rights can be derived from a getting used to session. De Sportanen reserves the right to move or cancel a getting used to session if occupancy or circumstances give reason to do so.

Article 5 – Opening and closing times

1. De Sportanen is basically closed on Saturdays, Sundays, and publicly recognized holidays.
2. a. Publicly recognized holidays are: New Year's Day; Easter Monday; King's Day; Liberation Day; Ascension Day; Whit Monday; Christmas Day; Boxing Day.
   b. Exception: on October 3rd De Sportanen is closed because of "Leids Ontzet".

3. For care days that fall on the holidays mentioned in paragraph 2, there is no entitlement to replacement care, service hours, extra care, or financial reimbursement.
4. Additionally, De Sportanen can close for at least one study day per year for staff training, professional development, and employee growth.

Article 6 – School closure days, study days, and holidays

1. De Sportanen can offer care during school closure days, study days, and holidays, as far as this is organizationally possible.
2. Care during study days and school closure days is not automatically included in the regular care agreement, unless explicitly agreed.
3. Parents must request care for study days, holidays, and other school closure days in time via the app or parent portal.
4. For study days, holidays, and BSO afternoons, requests must be made at least 72 hours before the care day if the parent wants to use service hours.
5. If a request is made within 72 hours before the daycare day, De Sportanen is obliged to invoice the requested care hours, and the right to use service hours for this lapses.
6. Granting extra care during school closure days, study days, or holidays always depends on available capacity, group size, planning, staff availability, and pedagogically responsible care.
7. De Sportanen can refuse a request if there is no space available or if placement is not responsible according to the applicable staff-child ratio or group composition.

Article 7 – Regular care and exceptions

Based on the pedagogical policy of De Sportanen, regular care falls within our services.

Article 8 – Transport to and from the after-school care

1. If De Sportanen provides transport from school to the after-school care or from the after-school care to an activity, this is done according to the agreements and safety rules established by De Sportanen.
2. Transport can take place on foot, by bike, BSO bus, regular bus, car, public transport, or in another way organized by De Sportanen.
3. De Sportanen decides the mode of transport based on safety, distance, the children's ages, group size, staffing, and practical feasibility.
4. By entering into the childcare agreement, parents give permission for necessary transport within the regular childcare organization, unless otherwise agreed in writing.
5. During transport, De Sportanen takes safety, supervision, recognizability, traffic rules, and appropriate guidance into account.
6. Parents are responsible for timely informing De Sportanen about changes in school hours, pick-up location, the child's independence, or other relevant transport information.
7. If a child is not present at the agreed location, De Sportanen will contact the parent and/or school according to internal procedures.
8. De Sportanen is not responsible for delays or changes caused by circumstances beyond its control, such as traffic, weather conditions, school changes, or emergencies.

9. Going home independently from the after-school care is only possible with written permission through the parent portal from the parent and after approval from De Sportanen.

Article 9 – Costs for dropping off or picking up outside contract times

1. Parents must adhere to the agreed contract times.
2. Dropping off a child before the agreed start time or picking up after the agreed end time is not allowed without prior permission from De Sportanen.
3. If a child is dropped off or picked up outside contract times, De Sportanen may charge additional fees.
4. De Sportanen may also set conditions for repeatedly dropping off early or picking up late.
5. If you are more than three times early and/or late within two calendar months, we are entitled to charge €25.
6. Repeated violations of drop-off and pick-up times may result in De Sportanen taking additional measures, including refusing extra care or, in severe cases, terminating the agreement.
7. If extra staff is needed due to late pick-up, the associated costs can be charged to the parent.
8. De Sportanen records deviations from contract times where necessary for planning, billing, and quality purposes.

Article 10 – Parent portal, cancellations, and service hours

1. Parents can cancel their child's care at any time via the Konnect app or the parent portal.
2. Service hours can only be granted if a child is checked out at least 72 hours before the care day by 9:00 AM via the app.
3. Cancelling through a staff member at the BSO is not possible if the parent wants to use service hours. Cancellation for service hours must always be done via the app or parent portal.
4. Service hours are a service offered by De Sportanen and not a right or a guarantee. Service hours do not create any permanent rights.
5. The use of service hours is always dependent on: available spots in the group; staffing; group size; staff-to-child ratio; pedagogically responsible placement; practical planning.
6. Service hours are only granted and used according to the conditions of De Sportanen.
7. De Sportanen can refuse a service hours request if placement is not possible or not responsible.
8. Service hours have no monetary value and are not paid out.
9. Service hours cannot be offset against outstanding invoices.
10. Service hours are child-specific and cannot be transferred to siblings or other children.
11. Service hours cannot be combined to create a different type of care. For example, it is not possible to combine the service hours of two school days for one vacation day of care.
12. As soon as the childcare agreement ends, all remaining service hours will expire.

Article 11 – Validity of service hours

1. Service hours from a cancelled after-school care afternoon can be used for another after-school care afternoon or a study day.
2. Service hours from a cancelled holiday day can be used for another holiday day, after school care afternoon, or study day.
3. Service hours are valid from 30 days before up to 120 days after the cancelled day.
4. After the validity period ends, service hours automatically expire.
5. Unused service hours will not be paid out or compensated.
6. Service hours expire upon termination of the agreement, regardless of the remaining validity period.
7. The parent is responsible for requesting and using available service hours on time via the parent portal.

Article 12 – Requesting extra days

1. Extra care days can be requested up to 120 days in advance via the app or parent portal.
2. For study days, holiday days, and after-school care afternoons, it applies that these days must be requested at least 72 hours before the childcare day if the parent wants to use service hours.
3. If an extra day is requested within 72 hours before the childcare day, the hours will be billed and the right to use service hours for this request is forfeited.
4. An extra day will only be granted if there is enough space and staff available and the childcare can be provided in a pedagogically responsible manner.
5. A request for extra childcare is only final after De Sportanen has approved it.
6. It is not possible to pay for an extra day partly with service hours and partly by invoice.
7. If there are not enough service hours available for the requested childcare, the extra day will be fully billed, unless De Sportanen decides otherwise.
8. An extra childcare day cannot be enforced. De Sportanen reserves the right to refuse requests based on capacity, planning, safety, or quality.

Article 13 – Changing – Modifying or cancelling requests

1. If a parent accidentally requests an absence or an extra day, they can undo it within 30 minutes in the app or the parent portal.
2. When an absence is cancelled within 30 minutes, the previously allocated service hours are taken back.
3. When an extra day is cancelled within 30 minutes, any service hours that were used become available again.
4. After 30 minutes, absences and requests can no longer be undone due to planning and staffing.
5. De Sportanen is not required to process correction, modification, or cancellation requests outside the app or parent portal.
6. In exceptional situations, De Sportanen can make exceptions, but no rights for future situations can be derived from this.

Article 14 – Exchange and make-up policy and extra care

1. De Sportanen offers parents the possibility to use service hours, exchange days, and make-up sessions or extra care, as far as this fits within the policy of De Sportanen.
2. Swapping, making up, or extra care always depends on available capacity and pedagogically responsible placement.
3. There is no automatic right to swap, make up, or extra care.
4. Cancelling a regular care day only leads to service hours when all conditions for timely cancellation are met.
5. Service hours can only be used via the parent portal or the app.
6. Extra days can be requested up to 120 days in advance.
7. For study days, holidays, and BSO afternoons, requests must be made at least 72 hours before the care day to use service hours.
8. For requests less than 72 hours before the care day, the extra care will be invoiced.
9. The use of service hours may be refused when: the group is full; the staff-to-child ratio does not allow it; there is insufficient staff available; the group composition or care needs make placement unjustifiable; the application does not meet the requirements.
10. Service hours are personal, child-specific, non-transferable, and cannot be exchanged for money.
11. Service hours cannot be carried over past their validity period and automatically expire after that period.
12. Service hours expire upon termination of the agreement.
13. De Sportanen reserves the right to change the exchange and make-up policy when organizational, legal, or educational reasons call for it.

Article 15 – Payment

1. The parent is responsible for timely payment of all invoices arising from the care agreement, extra care, additional services, or other costs.
2. Invoicing takes place according to the payment arrangements as stated in the agreement or as communicated by De Sportanen.
3. Payment must be made within the payment term shown on the invoice. 4. If payment is not made on time, De Sportanen can send a payment reminder.
5. If payment is still not made, De Sportanen can take collection measures. Any additional costs may be charged to the parent as far as legally permitted.
6. Objections to an invoice must be reported in writing as soon as possible. Raising an objection does not automatically suspend the payment obligation.
7. The parent remains responsible for payment as long as the agreement is in effect, even if the child temporarily does not use the care services, unless otherwise agreed in writing.
8. Extra care, care outside contract hours, late pick-ups, additional care days, or other extra services may be billed separately.
9. The parent is responsible for applying for, changing, or stopping childcare allowance with the Tax Authorities.

Article 16 – Price Changes

1. De Sportanen can change the rates.
2. Rate changes may result, among other things, from changes in personnel costs, housing costs, legal requirements, inflation, quality standards, collective labour agreement changes, indexation, or organizational circumstances.
3. De Sportanen informs parents in a timely manner about rate changes.
4. A rate change gives the parent the right to terminate the agreement, observing the applicable notice period, unless legally stated otherwise.
5. If the parent does not terminate the agreement on time, the parent is considered to have agreed to the changed rate.
6. Rates for extra care, study days, holidays, or additional services can be determined separately.

Article 17 – Changes and/or termination of the agreement

1. Changes to the agreement, such as changing care days, contract hours, or type of care, must be requested in writing or through the channel designated by De Sportanen.
2. A change is only final after written confirmation by De Sportanen.
3. De Sportanen assesses change requests based on availability, group division, staffing, quality, and pedagogical feasibility.
4. Both the parent and De Sportanen can terminate the agreement with a notice period of one month.
5. The notice period starts from the date the termination is received by De Sportanen.
6. So, the agreement does not end solely on the first day of a month, but one month after the notice is received, unless another end date is agreed upon in writing.
7. Termination must be done in writing or through the channel designated by De Sportanen.
8. Upon termination of the agreement, any remaining service hours expire.
9. Service hours are not paid out or settled upon termination.
10. De Sportanen can terminate the agreement if: payment is consistently missing; parents consistently fail to meet agreements; care can no longer be provided responsibly or appropriately; there are unsafe situations; there is seriously disruptive behaviour towards employees, children, or the organization; the necessary information about the child or the family situation is not provided; continuation cannot reasonably be expected of De Sportanen.
11. Before De Sportanen proceeds with termination, consultation with the parent is carried out where possible, unless the situation justifies immediate termination or suspension.
12. De Sportanen may temporarily suspend care if there is an acute unsafe situation, serious payment arrears, or circumstances that make responsible care impossible.

Article 18 – Liability

1. De Sportanen strives to provide safe and responsible care.
2. De Sportanen is only liable for damage to the extent that it is a direct result of a culpable failure or unlawful acts by De Sportanen.
3. The liability of De Sportanen is limited to the amount paid out by the liability insurance in the relevant case, increased by any applicable deductible.

4. De Sportanen is not liable for damage, loss, or theft of personal belongings of children or parents, unless there is intent or gross negligence on the part of De Sportanen.
5. Parents are advised not to send valuable or fragile items to the daycare.
6. The parent is liable for damage caused by the child to the property of De Sportanen, staff, other children, or third parties, as far as this can legally be attributed to the parent.
7. De Sportanen is not liable for damage resulting from incorrect, incomplete, or late information provided by the parent.
8. De Sportanen is not liable for situations arising from force majeure, including extreme weather conditions, emergencies, strikes, epidemics, government measures, school closures, or other circumstances beyond control of De Sportanen.
9. De Sportanen acts according to its safety procedures and internal procedures in case of incidents.

Article 19 – Provision of personal data

1. De Sportanen processes personal data of parents and children insofar as this is necessary for: carrying out the care agreement; administration; invoicing; communication with parents; safety and health; legal obligations; quality assurance; educational guidance.
2. De Sportanen processes personal data carefully and in accordance with applicable privacy legislation.
3. Parents are responsible for keeping personal data accurate and up-to-date, including address details, contact information, emergency numbers, medical information, and information about custody or pickup.
4. De Sportanen only provides personal data to third parties when this is necessary for the execution of the agreement, legally required, needed for safety, or when the parent has given permission.
5. Examples of parties with whom data may be shared are, if necessary: accountant, administrative office, software provider, supervisor, public health service (GGD), municipality, school or aid organizations.
6. De Sportanen does not keep personal data longer than necessary or legally required.
7. Parents have the right to view, correct, or, where legally possible, delete their personal data.
8. Further information about privacy and data processing can be included in a separate privacy statement from De Sportanen.

Article 20 – Illness, absence, and special circumstances

1. Parents must report their child's illness or absence as soon as possible via the app or the parent portal.
2. If a child becomes ill during care, De Sportanen will contact the parent.
3. De Sportanen may ask the parent to pick up the child if the child: is too sick to participate in the program; needs extra care that cannot be provided within the group; poses a risk to other children or staff; or has symptoms where care according to policy or guidelines is not responsible.

4. Absence due to illness does not automatically entitle you to a refund, discount, or service hours, unless the conditions for timely cancellation are met.
5. In the case of contagious diseases, De Sportanen may ask parents to provide information necessary to take appropriate measures.
6. De Sportanen may, if necessary, follow guidelines from the GGD, RIVM, municipality, or other competent authorities.

Article 21 – Activities, sports, and games

1. De Sportanen organizes activities where sports, games, movement, cooperation, and fun are central.
2. Participation in activities takes place under the supervision of pedagogical professionals or other qualified supervisors.
3. Activities are tailored to age, development, group composition, safety, and available space.
4. By entering into the agreement, parents give permission for participation in regular activities within the program of De Sportanen.
5. For special activities, trips, or activities outside the regular care location, De Sportanen may request additional permission.
6. De Sportanen encourages children to participate but takes into account the individual needs, boundaries, and autonomy of the child.
7. During activities, attention is paid to teamwork, dealing with wins and losses, respect for each other, self-confidence, motor development, and social skills.

Article 22 – Behaviour, safety, and manners

1. De Sportanen expects parents, children, and staff to treat each other with respect.
2. Aggression, threats, discrimination, intimidation, swearing, or other crossing the line behaviour is not accepted.
3. In case of undesirable behaviour from a child, De Sportanen discusses this with the parent and makes appropriate arrangements.
4. If a child's behaviour consistently disrupts safety or the educational environment, De Sportanen can set additional conditions for care.
5. If parents behave inappropriately towards staff, children, or other parents, De Sportanen may take measures.
6. Measures can include a conversation, written warning, temporary suspension, or termination of the agreement.
7. De Sportanen acts carefully and in the interest of the safety of children, staff, and parents.

Article 23 – Changes to these conditions

1. De Sportanen can change these additional conditions.
2. Changes may be necessary due to laws and regulations, organizational changes, policy changes, quality requirements, software updates, pricing structure, or practical implementation.
3. Parents will be informed of changes in a timely manner.

4. The changed conditions come into effect on the date specified by De Sportanen.
5. If a change has significant consequences for the parent, the parent can terminate the agreement taking into account the valid notice period, unless otherwise stipulated by law.
6. If the parent continues to use the childcare after the changes take effect, the parent is deemed to have accepted the modified terms.

Article 24 – Final Provisions

1. Dutch law applies to these terms and the childcare agreement.
2. If any provision of these terms is found to be invalid or unenforceable, the remaining provisions will remain in effect.
3. In that case, De Sportanen will replace the invalid provision with one that most closely matches the purpose and intent of the original provision.
4. Situations not covered by these terms will be assessed by De Sportanen based on reasonableness, fairness, safety, pedagogical quality, and the applicable laws and regulations.
5. Parents can submit questions about these terms and conditions in writing to De Sportanen.