

## **General Terms and Conditions for Childcare – Day Care & After-School Care**

*These General Terms and Conditions consist of two sections. Section 1 contains the General Terms and Conditions of the Social Entrepreneurs Group [Maatschappelijk Ondernemersgroep – ‘MOgroep’] and the Sector Association for Childcare Entrepreneurs [Branchevereniging ondernemers in de kinderopvang – ‘Branchevereniging’] which were drawn up in consultation with the Consumers’ Association [‘Consumentenbond’] and the Association of Parents in Childcare [Belangenvereniging van Ouders in de Kinderopvang – ‘BOinK’] as part of the Self-Regulation Coordination Group of the Social and Economic Council of the Netherlands. As these General Terms and Conditions do not fully cover all aspects of the legal relationship between SKSG Kinderopvang and its clients, provisions supplementing the General Terms and Conditions are included in section 2.*

*The Dutch text will be conclusive in the event of any disputes concerning the interpretation of any of the provisions of these General Terms and Conditions.*

### **Section 1**

#### **Article 1 Definitions**

The following definitions apply to these General Terms and Conditions:

*Childcare* – the provision of paid professional or other commercial care and rearing of children until the first day of the month in which these children begin secondary education. Childcare does not include supervision of school-age children that is limited to supervision during lunch breaks or care and rearing in a playgroup, under the Youth Care Act [Wet op de Jeugdzorg] or at a location which is the child’s main residence, unless the care provided at such location is provided by a childminder or other professional carer.

*Client* – the parent/carer who, as a natural person not acting within the context of his/her practice of a profession or a business, enters into an agreement to purchase childcare for a child who is a member of his or her household and who to a large extent is maintained by him or her or for whom he or she receives foster parent benefits under the Youth Care Act.

*Entrepreneur (childcare provider)* – the natural person or legal entity entering into an agreement with the client for the provision of childcare in a childcare centre.

*Parental Involvement* – the involvement of the parents and carers of enrolled children with regard to matters directly relating to the care of or policy on the care of their children and relating to the defining or amending of arrangements regarding the handling of complaints.

*Parents’ Committee* – an advisory and consultation body set up by the entrepreneur and comprising representatives of the parents and carers of enrolled children.

#### **Article 2 Applicability**

1. These General Terms and Conditions apply to the childcare provided in the childcare centres to children up to the age at which they start secondary education.
2. The childcare agreement will be entered into between the entrepreneur and the client.
3. With the exception of the signing of the childcare agreement referred to in paragraph 2, each of the parties is entitled to transfer rights and obligations arising from this agreement to third parties. In this case the agreement of the other party is required.
4. Contrary to paragraph 3 of this Article, the entrepreneur does not require the permission of the client to appoint third parties to collect payments; nor does the client require permission from the entrepreneur to appoint third parties to make payments.

#### **Article 3 Introduction**

1. The entrepreneur will provide introductory information, either in writing or electronically, which will be sufficiently detailed for the client to be able to make a well-informed choice between childcare providers during his or her orientation of the market.
2. The information will contain at least the following information:
  - details of the nature and extent of the childcare to be provided in or via the location, as well as any additional services, the type of childcare, the services provided and their cost and duration (possibly including a minimum), any opportunities for flexible childcare, details of the enrolment procedure and the nature and length of the introductory period;

- the childcare provider’s educational policy plan (or a summary thereof), which will include details of the method of interaction with children and parents that is characteristic of this childcare provider and notification that the detailed version of the educational policy plan is available on request;
- details of the form and frequency of information exchange, including the numbers of meetings with parents that will in principle be held each year;
- details of the policies on hygiene, safety, medical treatment, illness and privacy;
- the way in which the childcare provider has made provision for the Parents’ Committee or another form of Parental Involvement;
- the current price of all the regular and any additional services, including cancellation costs and the conditions under which cancellation is possible; the method of payment; if a certain method of payment involves additional costs, information on the additional costs must also be provided;
- the complaints procedure;
- the notice period and the day of the month on which the agreement can be terminated;
- the ratio of educational staff to children in each age category;
- information on the group and the available space;
- the opening times and days of the centre providing childcare, as well as the times at which children can arrive and leave the childcare centre. This will include, if applicable, information about how the distance between school and the childcare centre is bridged (method of transport and whether the child will be accompanied) and agreements on whether children may go home independently. It will also include, if applicable, information on childcare during holidays and any additional days on which schools are closed;
- the food that will or will not be supplied by the childcare provider and any opportunities for specific agreements on food and care.

3. The client can fill in an enrolment form, either on paper or electronically, to register interest in receiving a certain type of childcare from the childcare provider for a certain child and for a certain duration.

#### **Article 4 Offer**

1. The offer will contain a complete and accurate description of the services to be provided so that the client can make a definitive choice of childcare provider.
2. In addition to information as referred to in Article 3, the offer made will state:
  - the name and age of the child;
  - the available starting date for placement, as well as the duration;
  - the start and duration of the introductory period;
  - other specific agreements between the entrepreneur and the client about the feeding and care of the child;
  - the medical treatment on offer (see Article 11 paragraph 2) if the client has asked for this and the entrepreneur has the facilities to provide this;
  - the statement that the entrepreneur will treat the data received confidentially and will not make such information available to third parties except if required by law.
3. The client must inform the entrepreneur within the reasonable period set by the entrepreneur whether he or she wishes to accept the offer.
4. The offer made will refer to the application of and be accompanied by a copy of the General Terms and Conditions.
5. The offer will be dated and will be irrevocable during the period prior to the reply deadline. Once the reply deadline has passed, the offer will be regarded as having expired.

#### **Article 5 Agreement**

1. The agreement, whether issued in writing or electronically, will come into effect when the client returns a copy of the offer, signed by hand or electronically, to the childcare provider and this is received by the entrepreneur. The childcare provider will confirm the agreement to the client. Unlike the sending-in of the enrolment form (see Article 3 paragraph 3), returning the signed offer will also create obligations for the client.
2. Occasional amendments to the childcare will not affect the validity of the agreement.

#### **Article 6 Placement meeting**

1. The entrepreneur will invite the client to a placement meeting in good time before the start of the actual placement. During this meeting the specific details needed for the childcare relating to the client and his or her child will be discussed. The childcare provider and the client will agree to inform each other on a regular basis, if necessary, about general or temporary points of attention and particular details relating to the specific care of the child (daily routine, food, illnesses, etc.).
2. The entrepreneur will state in the placement meeting that:
  - the entrepreneur must pay attention to the child’s health and communicate with the parent about this;
  - the client, being the parent or guardian, is legally liable for any damage caused by his or her child.
3. The entrepreneur and the client will confirm, either in writing or electronically, the agreements made during the placement meeting.

#### **Article 7 Duration, amendment and termination of the agreement**

1. The agreement relating to day care for 0 to 4-year-olds will be valid until the child’s fourth birthday. The agreement relating to after-school care will be valid until the first day of the month in which the child starts secondary school. This will apply unless otherwise agreed in writing or electronically.
2. If the parties agree to extend the agreement, this will be confirmed by both parties in writing or electronically. In that event the present General Terms and Conditions will continue to apply.
3. If the child dies, the agreement will terminate by law with immediate effect. In the event of new and permanent invalidity that could affect the child’s functioning at the childcare centre, the client and the childcare provider will be entitled to terminate the agreement with immediate effect.
4. An agreement will be entered into for the maximum duration referred to in paragraph 1 or an agreed shorter duration (for example, one year). Neither party is entitled to early termination of an agreement of shorter duration, unless continuation in the given circumstances could not reasonably and fairly be considered acceptable. In the event of an agreement being entered into for the maximum duration as referred to in paragraph 1, each of the parties is entitled to terminate the agreement or cancel part of the agreed duration if the other party is notified to this effect, either in writing or electronically, and reasons are given. A maximum notice period of two months will apply. Termination will in any case be possible with effect from the first or the sixteenth day of the month. None of the provisions of this paragraph will affect any of his or her other rights provided under these General Terms and Conditions.
5. The entrepreneur is entitled to terminate the agreement with immediate effect if a child receives two months of childcare without payment being made, unless the parent then makes payment immediately. If such payment is not received, the entrepreneur is entitled to terminate the child’s care immediately without the client being released from the obligation to pay for those two months. Immediate termination will not apply if the client proves that the reason why the payment obligations were unable to be met during the entire period referred to was attributable to force majeure.

#### **Article 8 Accessibility**

1. In principle the childcare centre will be accessible to every child, providing an agreement to this effect is reached between the entrepreneur and the client.
2. The entrepreneur retains the right to refuse to provide childcare to a placed child during any period in which the child requires additional care as a result of illness or for any other reason, or because the child constitutes a health risk to others present at the childcare centre, and regular care of the child and the other children cannot reasonably be expected of the entrepreneur.
3. A client who does not agree with the entrepreneur’s refusal of access as referred to in paragraph 2 can take the matter to the Disputes Committee [*Geschillencommissie*] and request that the dispute be handled under the accelerated proceedings [*verkorte procedure*]. A decision by the Disputes Committee will be binding on the parties. During these accelerated proceedings, the entrepreneur will not be entitled to cancel the placement and the client will remain obliged to pay in accordance with Article 13 of these General Terms and Conditions.
4. If, after his or her parents have been warned about this, a placed child continues to demonstrate behaviour that poses a threat to the mental and/or physical health of the other placed children, or the child cannot be cared for in the normal way, the entrepreneur will be entitled to refuse the child access to the childcare centre and to terminate the agreement on reasonable grounds and with a reasonable notice period. If possible, the entrepreneur may refer the child to an organisation better suited to care for this child.

5. If the child is absent from the childcare centre for a lengthy period of time, the entrepreneur and the client are obliged to discuss whether to keep the childcare placement available.

#### **Article 9 Price and price changes**

1. The price that the client has to pay will be agreed in advance.
2. Price changes will be announced by the childcare provider well in advance, with a notice period at least equal to the agreed notice period for termination (see Article 7 paragraph 4).

#### **Article 10 Cancellation**

Once the agreement has been signed, the client may cancel the agreement at any time before the starting date. In such event, cancellation costs will be payable. The cancellation costs will never exceed the amount payable for two months of childcare. When making an offer, the entrepreneur will inform the client of the procedure to be followed in such circumstances and of the amount that will then become payable.

#### **Article 11 Service**

1. The entrepreneur will ensure that the childcare is provided in accordance with the statutory requirements.
2. The entrepreneur will take such personal and material measures as are needed to ensure that the childcare centre is optimally suited for the care of children and will ensure that the children are cared for at the childcare centre in a responsible manner.
3. The entrepreneur is entitled to provide additional services in the form of medical treatment. The employees responsible for this will meet the requirements of the Individual Healthcare Professions Act [*Wet op de Beroepen in de Individuele Gezondheidszorg*]. If the entrepreneur opts to provide these services, the medical treatment provided will be subject to the statutory provisions of the Dutch Civil Code in this respect, including the duty of care and information, and the duty of confidentiality.
4. When bringing the child to the childcare centre, the client will be responsible for his or her child until the parties can reasonably assume that the transfer of responsibility has actually taken place. The entrepreneur will then be responsible for the child until the parties can reasonably assume that the transfer of responsibility has once again actually taken place.
5. In the event of after-school care the moment at which responsibility for the child will transfer from the client or another adult to the childcare provider, and the moment at which responsibility for the child will transfer from the childcare provider to the client or another adult, will depend on how the child arrives at and leaves the centre providing after-school care. Unambiguous agreements in this respect will be reached between the entrepreneur and the client, either in writing or electronically.
6. The entrepreneur is entitled to demand that the client notifies the entrepreneur, either in writing or electronically, if authorisation to collect his or her child is delegated to a third party.
7. The entrepreneur and the client will jointly ensure an adequate exchange of information on the child.
8. The entrepreneur will take the individual wishes of the client into account, including those concerning contact with other children, insofar as such wishes are reasonable.
9. The entrepreneur is entitled to inform the client of the legal consequences of consistently failing to bring or collect his or her child on time as such failure constitutes an example of non-compliance with the agreement.

#### **Article 12 Expertise and material care**

1. The entrepreneur will ensure that the childcare is provided in accordance with the appropriate expertise requirements and using proper and appropriate equipment. The centre at which the childcare is provided will at least meet the statutory requirements for quality and safety.
2. Persons employed at the childcare centre must have a certificate of good conduct, issued in compliance with the Justice System Data Act [*Wet Justitiële Gegevens*]. Employees must submit such a certificate, dated no more than two months previously, to the entrepreneur before the start of their employment. If the entrepreneur has reasonable grounds to suspect that an employee no longer meets the requirements for this certificate, the entrepreneur will require the employee to provide a new certificate of good conduct, dated no more than two months previously, within a period to be set by the entrepreneur.

#### **Article 13 Payment / Overdue payment**

1. The client is responsible for timely payment to the childcare provider.
2. Invoiced payments will not be debited to a client's account more than once a month and not more than a month before the childcare is provided. Any security deposit requested will be considered equivalent to payment. Invoices will be issued free of charge.

3. If a client makes payment to a third party appointed by the entrepreneur in accordance with Article 2 paragraph 4, such payment will serve to discharge the client's obligation. If the client appoints a third party to make the payment, this will not release the client from his or her obligation to pay.
4. The client will be deemed to be in default once the deadline for payment expires. After the expiry of the deadline the entrepreneur will send a payment reminder in writing and give the client the opportunity to pay within fourteen days of receipt of this reminder. In this reminder the entrepreneur will also notify the client that, under Article 7 paragraph 5 of these General Terms and Conditions, the placement can be terminated with immediate effect if two months' childcare is provided without payment being received. The payment reminder must be sent at least fourteen days before the date on which such termination may take effect.
5. If payment fails to be made before the deadline referred to in the reminder, the entrepreneur will charge interest from the date on which payment became due. This interest will be calculated at the statutory rate of interest.
6. Without prejudice to the stipulations in paragraph 4 of this Article, the entrepreneur can choose to offer a payment arrangement.

#### **Article 14 Liability of entrepreneur and client**

The parties will be liable insofar as such liability arises by law or under the agreement.

#### **Article 15 Complaints procedure**

1. Complaints about the performance of the agreement have to be submitted, described fully and clearly, to the entrepreneur in good time after the client notices or could have noticed the defects. Complaints submitted within two months of this date will be regarded as being submitted 'in good time'. Failure to submit a complaint in good time may result in the client losing his or her rights in this matter.
2. The childcare provider will handle the complaint in accordance with its internal complaints procedure. Parental Involvement, as set out in Article 1 of these General Terms and Conditions, exists for the drawing-up or amendment of this procedure.
3. Failure to resolve a complaint by agreement will give rise to a dispute that can be heard in accordance with the regulations on disputes as set out in Article 16.

#### **Article 16 Regulations on disputes and Clients' Right of Complaint (Care Sector) Act**

1. Disputes between the client and the entrepreneur about the establishment or performance of agreements relating to services and goods supplied or to be supplied by the entrepreneur can be brought before the Childcare Disputes Committee [*Geschillencommissie Kinderopvang*], Bordewijklaan 46, P.O. Box 90 600, 2509 LP The Hague ([www.sgc.nl](http://www.sgc.nl)) by the client and/or the entrepreneur.
2. Disputes relating to death, physical injury or illness will not be dealt with by the Disputes Committee. If physical injury or illness can be demonstrated to be the result of action or negligence on the part of the entrepreneur, a dispute about the consequences of this action or negligence in relation to these General Terms and Conditions (for example, an obligation to continue to pay) is admissible, whereas the physical injury itself is not. Legal proceedings are of course possible in respect of the physical injury.
3. A dispute will be handled by the Disputes Committee only if the client has firstly submitted the complaint to the entrepreneur.
4. If the complaint submitted to the entrepreneur is not able to be resolved, the dispute must be brought before the Disputes Committee within three months after it arises (see Article 15 paragraph 3).
5. If the client brings a dispute before the Disputes Committee, the entrepreneur will be bound by this choice. If the entrepreneur wishes to bring a dispute before the Disputes Committee, he or she must request the client in writing to state within five weeks whether he or she agrees to this. The entrepreneur must state that the entrepreneur will be free to bring the dispute before the court once this deadline has expired.
6. The decision taken by the Disputes Committee will take account of the provisions of the applicable regulations. The Committee's regulations will be made available on request. A fee will be payable for the handling of a dispute. Decisions taken by the Disputes Committee will be in the form of binding advice. Recourse may be sought to the courts for a limited judicial review of this binding advice.
7. Only the court or the above Disputes Committee is authorised to hear disputes.
8. The client may submit a complaint to a complaints committee in accordance with the Client's Right of Complaint (Care Sector) Act [*Wet Klachtrecht Cliënten Zorginstellingen*]. Contrary to Article 15 of these General

Terms and Conditions it is not necessary in such event for the complaint firstly to be submitted to the entrepreneur.

#### **Article 17 Compliance guarantee**

The MOgroep and the Branchevereniging guarantee that they will comply with the binding advice of the Disputes Committee on disputes with an affiliated entrepreneur, unless the entrepreneur submits the binding advice to court review within two months of the advice being issued and the court's decision to declare the binding advice to be non-binding becomes final. Further regulations relating to this compliance guarantee are set out in the appendix. This appendix is an integral part of these General Terms and Conditions. For entrepreneurs affiliated to the MOgroep this guarantee is operated by the MOgroep Organisation for Childcare Compliance [Stichting Nakoming Kinderopvang MOgroep ('SNK MOgroep')]. Please note: this compliance guarantee given by the MOgroep and the Branchevereniging applies only to decisions relating to their members.

#### **Article 18 Derogations to agreements**

Individual derogations, including additions to or extensions of these General Terms and Conditions, must be recorded by the entrepreneur and the client in writing.

#### **Article 19 Amendments**

The MOgroep and the Branchevereniging will only amend these General Terms and Conditions in consultation with the Consumers' Association and BOInK.

### *Section 2*

#### **Article 20 Payment and legal and/or extrajudicial costs**

1. All legal and/or extrajudicial costs incurred by the client as a result of or in relation to the client's failure to perform obligations under this agreement properly or in time will be borne by the client.
2. In accordance with the recommendations of the Voorwerk report the legal and/or extrajudicial costs will be set at two points of the court-approved scale of costs, which costs will amount, in accordance with the same Voorwerk report, to a maximum of 15% of the principal sum and an absolute minimum of EUR 1,500 excluding VAT.
3. Any higher costs reasonably incurred by the entrepreneur in order to collect the claim for legal and/or extrajudicial costs will also be eligible for reimbursement in this way.
4. Legal costs will explicitly not be limited to the assessed court costs, and will be wholly for the client's account if the court rules (predominantly) against the client.

#### **Article 21 Dissolution**

The entrepreneur is entitled to dissolve the agreement in writing (with acknowledgement of receipt) with immediate effect and without any further notice of default being required if the client is declared bankrupt and/or is granted suspension of payment or if the client files for bankruptcy and/or suspension of payment.

#### **Article 22 Termination and early termination**

1. The parties are entitled to terminate this agreement with effect from the first or sixteenth day of a month, providing they observe a notice period of two months and give written notification of their intention to terminate by registered post requiring acknowledgement of receipt by the other party.
2. Contrary to the provisions of Article 22, paragraph 1, the parties are entitled to terminate this agreement with effect from the first or sixteenth day of a month with a notice period of only one month, providing they give written notification of their intention to terminate by means of a letter requiring acknowledgement of receipt by the other party, if:
  - a. the child has been ill for over a month;
  - b. the child suffers such severe invalidity that he or she can no longer make use of the childcare.

#### **Article 23 Liability**

1. Except in the event of deliberate intent or gross negligence by the entrepreneur the total liability of the entrepreneur for a wrongful act and/or an attributable failure to perform this agreement will be limited to the amount covered by the entrepreneur's insurance.
2. Except in the event of deliberate intent or gross negligence by the entrepreneur, the entrepreneur will only be able to be held liable if the client was not present in the area in the childcare centre in which the child was to be found at the time of the event occurring.
3. The entrepreneur will only be able to be held liable for attributable failure to perform the agreement if the client properly notifies the entrepreneur in writing immediately or in any event within two months of the event, with the entrepreneur being allowed a reasonable period of time to remedy the failure, and the entrepreneur attributable continues to fail to meet his or her obligations within this period.

#### **Article 24 Force majeure**

1. In the event of *force majeure* the entrepreneur is entitled to suspend performance of the obligations arising from the agreement for the duration of the *force majeure* or to dissolve all or part of the agreement without being liable to pay any compensation.
2. *Force majeure* means all circumstances that could not be foreseen at the time of entering in the agreement and cannot be attributed to the entrepreneur and which make performance of the agreement impossible or so difficult that such performance could not reasonably be expected of the entrepreneur. *Force majeure* is understood to include events such as strikes, fire at business premises and natural disasters.

#### **Article 25 Nullity**

If any provision of these General Terms and Conditions is or is declared void, the other provisions of these General Terms and Conditions will remain fully in force and the entrepreneur and the client will consult with each other to agree new provisions to replace the void or voided ones, while taking account as far as possible of the purpose and meaning of the void or voided provision.

#### **Article 26 Internal inconsistency**

In the event of any conflict between sections 1 and 2 of these General Terms and Conditions, the provisions of section 2 will prevail.

#### **Article 27 Tax allowance for childcare**

The entrepreneur may require the client to have the Dutch tax allowance for the costs of childcare paid directly to the entrepreneur. In view of the notice period referred to in Article 7 paragraph 4, the entrepreneur will give two months' notice before implementing such requirement.

#### **Article 28 Transfer of risk**

1. In the case of day care, responsibility for the child will transfer from the client to the entrepreneur when the client leaves the area in which the child is being looked after in the childcare centre.
2. In the case of after-school care, responsibility for the child will transfer from the client to the entrepreneur when the child leaves the school premises under the supervision of an employee of the entrepreneur, unless the child has the client's permission to travel without supervision to and from the childcare centre where the after-school care is provided.

#### **Article 29 Information**

The information provided by the entrepreneur to the client in accordance with Article 3 of these General Terms and Conditions will form an integral part of the agreement.

SKSG October 2005

## Appendix

### *Further regulations relating to the compliance guarantee referred to in Article 17 of the General Terms and Conditions for Childcare – Day Care and After-school Care 2005*

The consultation parties – MOgroep, the Branchevereniging, the Consumentenbond and BOinK – wish to make provision for handling disputes by giving a compliance guarantee that on the one hand states the security that the client can expect to derive from this regulation, and on the other hand does not threaten the continuity of the sector organisations. In order to combine the two objectives, they have agreed that the client will be able to rely on the compliance guarantee of the MOgroep or the Branchevereniging (depending on the group to which the entrepreneur belongs) if the Disputes Committee rules against the entrepreneur and the entrepreneur is required to make a payment to the client, but for whatever reason fails to do so.

1. A maximum amount of EUR 10,000 per decision has been set for the compliance guarantee. A maximum amount has also been set for the compliance guarantee in respect of a series of decisions relating to one entrepreneur and the same dispute prompted by the same event. In other words, to individual disputes resulting from the same event and relating to the same entrepreneur. The maximum amount payable under the guarantee in such a situation will be EUR 50,000 per entrepreneur.
2. If a decision by the Disputes Committee awards an amount in excess of the maximum amount of the compliance guarantee, the SNK MOgroep or the Branchevereniging will, as part of the compliance guarantee, take action to start collection or legal proceedings for the remainder (i.e. the excess) on behalf of the client. The costs of collection proceedings performed on behalf of the client and any subsequent legal steps will be for the account of the SNK MOgroep or the Branchevereniging. The SNK MOgroep or the Branchevereniging will recover the collection and other legal costs from the entrepreneur.
3. At the start of activities by the Disputes Committee, the compliance guarantee will apply to all disputes within the above two conditions (i.e. maximum amount and guarantee of a recovery obligation in the event of a higher amount). In these cases SNK MOgroep or the Branchevereniging will retain a claim on the member in question. It is up to SNK MOgroep or the Branchevereniging to collect this claim. The costs of collection proceedings relating to this and any subsequent legal action will be for the account of the SNK MOgroep or the Branchevereniging. The SNK MOgroep or the Branchevereniging will recover the collection and other legal costs from the entrepreneur.
4. The compliance guarantee will not come into force if the bankruptcy, suspension of payment and/or termination of business activities occurs before the dispute has been handled by the Disputes Committee. This means that the Disputes Committee will not issue a decision if one of these situations occurs before the dispute has been submitted or heard. If one of these situations occurs after the dispute has been heard by the Disputes Committee, the compliance guarantee will apply as referred to in 1 and 2 above.

If it is demonstrated that the entrepreneur him/herself has failed to comply with the binding advice or has not submitted the binding advice for court review within two months of the advice being issued, the client will be entitled to rely on the compliance guarantee. The SNK MOgroep or Branchevereniging will then pay up to the maximum amount due (see under 1) within one calendar month. Action to recover any remaining amount due will be launched within the same period of one calendar month and will be completed as soon as possible.