

## General Terms of Childcare Agreement (ABV)

### 1. Applicable law

Along with the general terms of the Childcare Agreement/Crèche Agreement, the regulations of the Swiss Code of Obligations shall apply to this Agreement.

### 2. Contractual parties

The contractual parties are

1. small Foot AG, CH-6003 Lucerne (hereinafter referred to as "the Crèche") and
2. The legal guardian(s) (hereinafter referred to as "the Guardians")

### 3. Conclusion of contract

#### 3.1 Contract

Two copies of the Childcare Agreement and the present General Terms are provided. The Guardians or Representative and small Foot AG shall each receive a copy of the Agreement signed by both contractual parties. The Agreement is only deemed to be definitively concluded subject to section 3.2 of the General Terms.

#### 3.2 Waiver

The Guardians can cancel the Agreement in writing by registered mail within 3 days of signing. In this case, they shall be liable to the Crèche for a processing fee of CHF 350.00 per child. This fee is due within 20 days of signing the Agreement. A one-time registration fee of CHF 80.00 will be automatically included in the first invoice.

### 4. Main responsibilities of contractual parties

#### 4.1 small Foot AG

The Crèche undertakes to provide personal and pedagogical care to the best of its knowledge and abilities for the children in its care. In doing so, it shall undertake to observe current methodological and educative expertise, which it states in its pedagogical mission statement and plan of care.

#### 4.2 Guardian

The Guardians undertake to pay the childcare and other costs resulting from this Agreement. If both parents have child custody, they shall share liability for these. Changes of address or other important changes and information should be reported to the Crèche immediately by the Guardians.

### 5. Childcare costs

The prices for childcare are specified in the current fee list.

Additional units or childcare modules must be paid for in full according to the fees specified on the current fee list; payment for previously arranged part-day childcare will not be credited towards this.

**The monthly fee is calculated by multiplying the childcare costs by a factor of 4.25.**

Signature:

## 6. Price changes

We reserve the right to make changes in prices and will inform Guardians of these at least three months before they become valid. Guardians are obliged to independently familiarise themselves with the price changes from "under 18 months" to "over 18 months", and to adjust payment accordingly.

## 7. Payment arrangements

Childcare and meal costs or the monthly all-inclusive fee must be paid monthly in advance via standing order, which in all cases is due at the latest by the 25th of the previous month. For example, fees for the month of April must be paid on 25th March. The fees are also payable in the case of illness, accident and holidays, as well as other absences. Childcare costs are invoiced via a monthly all-inclusive fee. Additions or additional child care services to the monthly all-inclusive fee will be invoiced additionally.

## 8. Late payment

### 8.1 Reminders and late payment

The Crèche reserves the right to send reminders for outstanding receivables. A first reminder incurs a fine of CHF 50.00 to be paid by the debtor. A second reminder incurs a fine of CHF 100.00 to be paid by the debtor. The fine shall become due upon issuance of the first reminder.

### 8.2 Consequences of late payment

A default in payment occurs upon the receivable due date without a reminder being required. The Crèche furthermore reserves the right to immediately terminate the Agreement without notice after a period of 30 days after the date of arrears has expired. The right to repayment of the deposit shall become inapplicable with immediate effect in all cases of late payment.

## 9. Deposit

A deposit of CHF 300.00 (interest-free) must be paid by the Guardian into a specified account of small Foot AG by the entrance date (due date). This deposit shall be reimbursed to the Guardians upon departure after childcare costs have been paid in full (provided that there has been no late payment throughout the duration of childcare). Otherwise the deposit shall be used, or deductions made from it, to settle outstanding receivables due to small Foot AG from the Guardian. The debtor is explicitly not to deal with the deposit himself, instead the full amount will be reimbursed after payment of all childcare costs including the final monthly all-inclusive fee.

## 10. Entrance conditions

Generally, children between 3 to 4 months up to nursery school age who are present for at least two half days or one full day per week are accepted. Exceptions to this must be discussed with small Foot AG and authorised by the Crèche Management or Senior Management respectively.

## 11. Opening hours

The opening hours of the Crèche are:

**Monday to Friday 06.30 to 18.30 / Saturdays dependent on individual facility (non-binding)**

**Signature:**

## 12. Drop-off and collection times for children

Drop-off times:	Mornings	06.30 – 09.00
	HTNMME	11.00 – 11.30
	HTNM	13.00 – 14.00
Collection times:	HTVM	11.00 – 11.30
	HTVMME	13.00 – 14.00
	Evenings	17.00 – 18.25

Sufficient time should be factored in by Guardians for the drop-off and collection of children. If a child is to be collected by a person unknown to the management team, it is essential that this is personally communicated to the Crèche team beforehand (with appropriate written authorisation and/or ID if requested by the staff).

If the Guardians are late to collect their child, from the end of the fifth minute they shall be liable to the Crèche for an administrative fee of CHF 40.00 for each ten minute unit of lateness which is started. This amount must be paid directly at the Crèche in cash in exchange for a receipt. The Crèche closes at 18.30, therefore please collect children before 18.25!

## 13. Company holidays

The Crèche is closed during Christmas and New Year (without a reduction in care costs or compensatory days).

## 14. Holidays

The Crèche is closed on holidays commonly recognised by the Cantons and Municipalities (without a reduction in care costs or without compensatory days according to the General Terms). The Crèche or the Organising Body and Management are solely responsible for defining the holidays.

## 15. Data protection

Our current Privacy Policy is published on our website at [www.small-foot.ch](http://www.small-foot.ch).

Data protection is important to us, and we make every effort to adequately protect the data of our customers. Before the conclusion of the contract, the customer was thoroughly informed about the content of the Privacy Policy and made aware of the consequences of providing consent. By concluding the contract, the customer provides their consent to data being processed in accordance with the Privacy Policy of small Foot AG.

## 16. Liability

### 15.1 Liability of Guardians

If both parents have child custody, they shall share liability for all receivables. They also share liability for claims by the Crèche relating to their child.

Along with general liability, the Guardians or their child share liability for damages.

### 15.2 Liability of the Crèche

The Crèche shall be liable for unlawful intent or gross negligence. Liability for minor and medium negligence is excluded. All liability is waived to the extent permitted by the law. The infrastructure and equipment (interior and exterior) in particular is serviced and maintained to the best possible level. No liability is accepted regarding accidents relating to equipment and infrastructure by children and parents - for which the entire liability is transferred to the Guardians.

### 15.3 Childcare by trainees

**Signature:**

It is the daycare centre Management's and Organising Body's responsibility to award trainees in the third year of their training with the responsibility of being in sole charge of the daycare centre children in the daycare centre. Trainees will be authorized to perform the drop-off and collection service from / to the kindegarden / school themselves.

Trainees in the third year of their training or trainees of the shorter trainee programme can be given the responsibilities of trained staff, depending on the provisions set by the authorities.

## **17. Insurance**

The parents have taken out health insurance and accident insurance for their child and will require personal liability insurance. small Foot AG has public liability insurance. If a child causes damage, the parents or their liability insurance shall be held liable. The Crèche accepts no liability for theft or lost or damaged private belongings.

## **18. Right to offset, of retention and substitution**

The Crèche has comprehensive rights to offset and of retention in reference to all rights and assets of the Guardians and their child being looked after by the Crèche, which applies to all of the Crèche's receivables.

The Crèche is generally entitled to use the services of third parties during the fulfilment of the Agreement.

## **19. Illness / Accident / other absences**

In the case of illness or accident and any other absences, the daily or monthly all-inclusive fee is still charged. This is also valid especially in cases of regional or national epidemics or pandemics, when the public hand pronounce binding recommendations or instructions, that restrict or render impossible the child care.

Children with infectious illnesses and/or a fever of 38 degrees Celsius upwards may not be brought into the Crèche. If a child becomes ill during the day, the parents shall be informed and the child must be collected immediately. If a child is required to take medication, the childcare workers must be informed of this. The required medicines shall be brought from home. If a child has an accident or illness emergency, the Crèche management is entitled to call in the doctor responsible for the Crèche, or his representative. The parents shall be immediately notified and informed.

## **20. Ending the Agreement**

The Guardians can cancel the Agreement in writing by registered mail. The ordinary period of notice for full and pro rata care days, temporary days etc. is three months in all cases. For instance, if the Agreement is correctly terminated on the 12th July, this will become effective on the 31st July. The permitted cancellation date will then therefore be 31st October. The contract can be terminated at the end of each month by registered letter.

The Crèche reserves the right to cancel the Agreement due to important reason at any time without notice if the continuation of the Agreement appears unreasonable. Important reasons can in particular include unacceptable, severe and gross contraventions by the child or the Guardian against legal or contractual obligations, as well as the principle of good faith.

## **21. Contractual shortcomings**

If this Agreement is invalid or void in individual points, the rest of the Agreement remains legally binding without this erroneous part.

## **22. Place of jurisdiction**

Lucerne is the agreed place of jurisdiction for all differences which result from this contractual relationship between the parties. Swiss law applies.

The Crèche also has the right to prosecute the Guardians at the relevant court for their respective domicile, or any other responsible court.

### **23. Partnerships and collaborations**

If guardians are eligible for a private-sector partnership or cooperation discount, they must declare it. Discounts cannot be added together and they become void as soon as a partnership or cooperation comes to an end.

### **24. Final provisions**

With their signature, the Guardians confirm that all details from the Childcare Agreement, as well as from other forms from small Foot AG, are accurate. The registration form must be signed by both parents if they both have legal custody. Relevant changes to details must be communicated to the Crèche immediately. False or omitted details shall entitle the Crèche to immediately dissolve the Agreement under the General Terms.

Place and date: \_\_\_\_\_

Place and date: \_\_\_\_\_

Signature:

Signature:

\_\_\_\_\_  
small Foot AG

\_\_\_\_\_  
Guardians (both)

*V2023-08-01/ Valid from August 1, 2023*