

## General Terms & Conditions pertaining to the Childcare Contract Flex "Andermatt"

The provisions of the Swiss Code of Obligations apply to this contract in addition to the General Terms & Conditions pertaining to the Childcare Contract.

The parties to the contract are

1. small Foot AG, CH-6003 Lucerne (hereinafter referred to as 'daycare centre') and
2. the child's parents/guardians (hereinafter referred to as 'parents/guardians')

### Contract

The Childcare Contract and these GTC shall be issued in duplicate. One copy of the contract signed by both contracting parties is to be sent to the parents/guardians or the legal representative and the other copy to small Foot AG.

The daycare centre agrees to care for the child entrusted to it personally and pedagogically to the best of its knowledge and ability. In doing so, it adheres the latest methodological and educational findings, which are formulated in its pedagogical model and care concept.

The parents/guardians agree to pay the childcare fees and other costs arising under this contract. If both parents/guardians have parental custody, both are jointly and severally liable.

The opening hours of the daycare centre are as follows:

**Monday to Friday, 6:30 a.m. to 6:30 p.m.**

Drop-off times:	Morning	6:30 a.m. - 8:45 a.m. / 11:00 a.m. - 11:30 a.m.
	Afternoon	1:00 p.m. - 2:00 p.m.
Pick-up times:	Afternoon	1:00 p.m. - 2:00 p.m.
	Evening	5:00 p.m. - 6:25 p.m.

Parents/guardians must allow sufficient time to drop off and pick up their child. If the child is to be picked up by a person who is not known to the management team, the daycare centre team must always be informed of this in person beforehand (appropriate written authorisation and/or proof of identity may be requested by the staff).

If the parent/guardian is late picking up their child, they will owe the daycare centre an administrative fee of CHF 40.00 for each ten-minute period of delay (or part thereof), starting from the end of the fifth minute of being late. This amount must be paid immediately in cash on the premises (a corresponding receipt will be issued). As the daycare centre closes at 6:30 p.m., children must be picked up no later than 6:25 p.m.

The daycare centre is closed over Christmas and New Year.

The daycare centre is also closed on cantonal and municipal public holidays (in accordance with the GTC, there is no entitlement to reduced childcare fees or compensation days). The daycare centre, its operator and the management may define the holidays at their own discretion.

If both parents/guardians have joint parental custody, they are jointly and severally liable for all claims. They are also jointly and severally liable for claims by the daycare centre against their child.

In addition to the general liability, the parents/guardians or their child are jointly and severally liable for damage caused by others.

The daycare centre is liable for unlawful intent or gross negligence. It assumes no liability for slight and moderate culpability. All liability is excluded to the extent permitted by law. In particular, the infrastructure and equipment (indoor and outdoor) is maintained and serviced to the best possible extent. No liability is accepted for accidents relating to equipment and infrastructure belonging to children and parents; all such liability is transferred to the parents/guardians.

The daycare centre, its operator and the management can authorise third-year trainees to take the children out alone. Interns are authorised to carry out the pick-up and drop-off service alone.

Learners on the fast-track training programme can be given the same permissions as trained staff, subject to official rules and regulations.

The parents/guardians must take out health and accident insurance for the child and also have private liability insurance. small Foot AG has public liability insurance. The parents/guardians or their liability insurance provider are liable for any damage caused by the child. The daycare centre accepts no liability if personal items are stolen, lost or damaged.

The daycare centre has a comprehensive right to offset or retain any entitlements and credit balances of parents/guardians and their child against any claims/receivables of the daycare centre.

The daycare centre is generally entitled to use the services of third parties to perform the contract.

Children may not be brought into the daycare centre in the event of the onset of a contagious illness, and/or if the child has a fever of 38.0 degrees Celsius or higher. If a child falls ill during the day, the parents/guardians will be notified and the child must be picked up immediately. The childcare staff must be informed if a child has to take medication. The required medication must be brought from home. Should a child have an accident or fall ill, the daycare management is entitled to call in the daycare centre's designated doctor or their substitute. The parents/guardians will be notified and informed immediately.

The "Andermatt" Flex/Hourly contracts may be cancelled free of charge up to 48 hours before the start of the childcare module; the full childcare fee is payable for cancellations after this period., .

The daycare centre reserves the right to terminate the contract without notice at any time for good cause should continuation of the contract appear to be unreasonable. Good cause specifically includes unacceptable, serious and gross violations of legal/contractual provisions or good faith by the child or the parents/guardians.

Should individual provisions of this contract be invalid or unenforceable, the remainder of the contract shall remain binding without those problematic parts.

Lucerne is agreed as the place of jurisdiction for all disputes arising from this contractual relationship between the parties. Swiss law applies.

However, the daycare centre also has the right to take legal action against the parents/guardians at the competent court of their respective domicile or any other competent court.

By signing below, the parents/guardians confirm that all details from the Childcare Contract as well as those provided on other forms from small Foot AG are true. The registration must be signed by both parents/guardians if they have joint custody. Relevant changes to the details must be reported to the daycare centre immediately. False or omitted information shall entitle the daycare centre to immediately terminate the contract under application of the GTC.

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

Signature:



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

Signature:

\_\_\_\_\_

Parents/guardians (both)

**V2021-09-20 / Valid from September 20, 2021**