

General Terms & Conditions pertaining to the Childcare Contract (GTC)

1. Applicable law

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

2. Contracting parties

The parties to the contract are

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

3. Contract conclusion

3.1 Contract

The Childcare Contract and these General Terms & Conditions must be signed by the parents/guardians and returned to the daycare centre in their original version. The documents must be signed by both parents/guardians if they have joint custody. After they have been countersigned by the daycare centre, the parents/guardians will receive an electronic copy. The daycare centre will retain the original version. The contract shall only be deemed to have been definitively concluded subject to clause 3.2 of the GTC.

3.2 Termination

The parents/guardians can cancel the contract in writing by registered mail. If the Childcare Contract is terminated less than three months before the agreed start date, an administration fee amounting to CHF 350.00 per child shall be payable to the daycare centre.

3.3. One-off registration fee

A one-off registration fee of CHF 80.00 per child is charged in each case. This is payable at the same time as the first invoice.

4. Main obligations of the contracting parties

4.1 Daycare centre

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

4.2 Parents/guardians

The parents/guardians undertake to pay the childcare costs according to the current fee list, as well as the costs for any additional services. If both parents/guardians have parental custody, both are jointly and severally liable. Address changes or other changes and information that are relevant for the daycare centre must be reported to the daycare centre immediately by the parents/guardians.

Signature (joint):

5. Childcare costs

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

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

No partnership or sibling discounts/reductions are offered on additional units (extra days and/or modules).
Discounts/reductions cannot generally be combined.

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

6. Vouchers, discounts and other reductions (concessions)

Prices are subject to change; the parents/guardians will be informed of any price changes at least three months before they come into effect. The tariff change from 'under 18 months' to 'over 18 months' will be made automatically in the system, and the invoice will be changed accordingly. The parents/guardians are obliged to make the payment or amend the standing order accordingly.

small Foot AG will decide at its sole discretion whether to grant a discount or concession, particularly in the form of vouchers and/or partner discounts.

If a voucher is accepted, it will be applied to the net parental contribution (absolute and relative). A fundamental requirement for applying for a discount or concession is that the parents/guardians release small Foot AG from the relevant data protection obligations and disclose (or ensure the disclosure of) all other concessions such as subsidies, childcare vouchers, etc.

Vouchers cannot be exchanged for cash. small Foot AG reserves the right to declare vouchers invalid. Vouchers can be cancelled at any time, subject to the applicable notice period.

7. Payment terms

The childcare costs are charged as a monthly fee. The childcare costs/monthly fee are payable in advance each month, no later than the 25th of the preceding month (e.g. the costs for the month of April are payable on 25th March). In the case of illness, accidents, holidays or other absences, the costs will still be invoiced and owed. Additional services or units not included in the monthly fee will be charged extra.

8. Late payment and default

8.1 Late payment and reminders

The childcare costs pursuant to item 7 above are payable on the 25th of the preceding month without a reminder having to be issued. The daycare centre reserves the right to issue reminders for outstanding payments. For a first reminder, an administration fee of CHF 20.00 will be charged. For a second reminder, an administration fee of CHF 50.00 will be charged. The administration fee is payable upon the corresponding payment reminder being issued.

8.2 Consequences of late payment or default

If the payment due date is missed, payment will be considered to be in arrears without the need for a reminder. Furthermore, the daycare centre reserves the right to terminate the contract immediately and without notice if payment is late by more than 30 days. In the event of a payment default, the right to have the deposit refunded is forfeited immediately and unconditionally. Any outstanding payments will be offset against the deposit, and only the remaining amount (if any) will be refunded.

Signature (joint):

9. Deposit

The parents/guardians must pay a one-off deposit of CHF 300.00 per child into an account specified by the daycare centre. The deposit must be paid on the admission date. No interest will be accrued on it. This deposit will be refunded to the parents/guardians after deregistering, provided that childcare costs, any additional services, reminder fees, etc., have been paid in full. The daycare centre is entitled to offset the deposit against any outstanding payments from the parents/guardians or to withhold a corresponding amount. The parents/guardians are not entitled to offset the deposit.

10. Acceptance requirements

Children will generally be accepted from the age of three months until they start kindergarten, for at least two half days or one full day per week. Exceptions must be discussed with and approved by the management or operator of the daycare centre.

The guaranteed flexible childcare must be booked in advance following prior notification or instructions by the management and/or operator of the daycare centre. The place at the daycare centre is only guaranteed within the official maximum occupancy limits.

11. Opening hours

The opening hours of the daycare centre are as follows:

Monday to Friday continuously from 6:30 a.m. to 6:30 p.m. / Saturdays individually by location (non-binding)

12. Child drop-off and pick-up times

Drop-off times:	Morning	06:30 a.m. – 09:00 a.m.
	Half-day afternoon with lunch	11:00 a.m. – 11:30 a.m.
	Half-day afternoon	01:00 p.m. – 02:00 p.m.
Pick-up times:	Half-day morning	11:00 a.m. – 11:30 a.m.
	Half-day morning with lunch	01:00 p.m. – 02:00 p.m.
	Evening	04:30 p.m. – 06:25 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 parents/guardians are late collecting their child, the daycare centre has the right to charge an administration fee of CHF 40.00 for each commenced 10 minutes of lateness. As the daycare centre closes at 6:30 p.m., children must be picked up no later than 6:25 p.m.

13. Annual closure

The daycare centre is closed from Christmas until the new year; there is no entitlement to reduced childcare fees or compensation days for this period.

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14. Public holidays

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 on these days. The daycare centre, its operator and the management may define the holidays at their own discretion. All holidays are published/announced in advance on the website and in the daycare centre.

15. Liability

15.1 Liability of the parents/guardians

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.

15.2 Liability of the daycare centre

The daycare centre is liable for unlawful acts in cases of 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) are maintained and serviced to the best possible extent. No liability is accepted for accidents relating to equipment and infrastructure belonging to children and parents/guardians; all such liability is transferred to the parents/guardians.

15.3 Childcare by apprentices

The daycare centre's management and/or operator are responsible for authorising third-year apprentices to carry out relevant activities with the children autonomously/independently in the daycare centre environment. There will be trained professionals on site in each case. Interns and apprentices are authorised to independently pick up/drop off children from/at kindergarten, school or similar facilities (e.g. after-school daycare).

Subject to official rules and regulations, third-year apprentices on the fast-track training programme can be granted the same authority as trained staff if supervised by trained professionals.

16. Insurance

The parents/guardians must take out health and accident insurance for the child and also have private liability insurance. The daycare centre 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.

17. Right of offset, retention and substitution

The daycare centre has a comprehensive right of retention and use with regard to all objects, entitlements and credit balances of parents/guardians and their child which the daycare centre is in possession of; furthermore, the daycare centre has the right to offset any claims/receivables.

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

18. Absence due to illnesses, accidents or other reasons

In the case of illness, accidents or any other absence of the child, the daily or monthly flat fee will still be charged and owed. This applies in particular in the event of a nationally or regionally declared epidemic/pandemic or other situations and circumstances

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for which the public authorities issue binding recommendations or directives that restrict or make it impossible to provide childcare.

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 and provided to the daycare centre. The daycare centre must be given appropriate verbal and written instructions concerning the administration and dosage of medication. In the daycare centre, no medication will be administered to reduce fever or treat symptoms of contagious illnesses. 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.

19. Termination of the contract

The parents/guardians can terminate the contract in writing by registered mail. The regular notice period for full or partial childcare days, temporary days, etc. is three months to the end of the month in each case (e.g. if notice is given on 12th July, it will take effect on 31st October).

In the event that the parents/guardians terminate the Childcare Contract as of an earlier date or remove the child from the daycare centre before the contract's regular termination date, they will remain liable for payment until the regular termination date of the Childcare Contract.

The daycare centre reserves the right to terminate the contract without notice at any time for good cause should continuation of the contract be unreasonable. In particular, good cause includes unacceptable, serious and gross violations of legal/contractual provisions or good faith by the child or the parents/guardians, or any harm caused by them to the health of children, carers or other persons.

20. Data protection

Our current Privacy Policy is published on our website at www.kita-maerlichloss.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 the daycare centre.

21. Severability

Should individual provisions of this contract be invalid or unenforceable, the remainder of the contract shall remain binding without those problematic parts. An invalid or unenforceable provision shall be replaced with a permissible one that most closely corresponds to the economic and legal intention of the original provision.

22. Right to be informed; consent to disclose information

If the parents/guardians receive contributions from the authorities, the employer and/or another institution, the daycare centre is hereby authorised to disclose and provide information and documents about the childcare situation to these institutions, regardless of whether these contributions are paid directly or indirectly. In such cases, the parents/guardians also authorise the daycare centre to obtain information from the authorities, employer and/or other institution regarding the existence and amount of such contribution entitlements; the parents/guardians hereby release these institutions from any duty of confidentiality they might have towards the childcare facility.

Signature (joint):

23. Place of jurisdiction

Lucerne is agreed as the place of jurisdiction for all disputes arising from this contractual relationship between the parties to the extent permitted by law. 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.

24. Partnerships and collaborations

If the parents/guardians have the choice of benefiting from multiple private-sector partnership or collaboration discounts, they must choose one discount. Discounts cannot be combined and will be immediately void as soon as a partnership or collaboration is ended.

25. Final provisions

By signing below, the parents/guardians confirm that all information and details that they have provided for the Childcare Contract and those provided on other forms of the daycare centre 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. Furthermore, the daycare centre cannot be held liable for incorrect information or any resulting damage or loss.

Place and date: _____

Place and date: _____

Signature:

Signature:

Kita Märlischloss GmbH

Parents/guardians (both)

V2024-12-23/ Valid as of 1 January 2025