

## Terms and conditions for childcare contracts with kih Oerlikon/Chinderhuus BABAR

**Effective 1 September 2023**

### 1. Monthly parental contribution

The monthly parental contribution is due from the start of the contract, i.e. also during the settling-in period, and is billed as a monthly flat rate. The monthly flat rate is calculated on the basis of 20 days per month.

The cost contributions are also to be paid in the event of illness or other absences or failure to use the childcare services. In the event of the child's absence, parents or guardians are not entitled to demand that the place be allocated to another child, nor to reimbursement for the cost of meals or other expenses. They are also not entitled to reimbursements if the daycare centre is obliged to temporarily limit or close down operations for reasons beyond the control of the kihz Foundation or the Chinderhuus BABAR GmbH.

In the event of children regularly being collected late, i.e. after opening hours, the resulting additional staff costs will be charged to the parents or guardians in full.

The additional costs for an infant place (up to 18 months) for members of UZH are covered by the university.

### 2. Eligibility for subsidies

Parents or guardians of children resident in the city of Zurich can apply for subsidies from the City of Zurich.

Parents or guardians of children resident outside of the City of Zurich and who are members of UZH, ETH, Empa or Eawag can apply for subsidies from the respective institution. For this purpose, they must submit officially recognised documents to the kihz Foundation to prove their income and financial circumstances. On the basis of these documents, the institution will calculate – in accordance with the ordinance of the City of Zurich – whether and to what extent the childcare costs are to be subsidised and the contribution to be paid by the parents or guardians. If parents or guardians make no objection to the calculation within 30 days of receipt, it is deemed to be accepted and can no longer be retroactively adjusted. The necessary applications must be submitted by the parents or guardians in good time and on their own initiative to the office in question, forwarded to the kihz Foundation where necessary, and renewed before expiry of their validity. If the required documents are not submitted, the parents or guardians are obliged to pay the full childcare costs.

Please note that absences such as holidays or illness are subsidised for a maximum period of 7 weeks (see [www.stadt-zuerich.ch](http://www.stadt-zuerich.ch)). In the event of a longer absence, parents will be charged the full childcare costs as per the fee table in paragraph 1.

If the place is no longer used during the period of notice, subsidies will not apply here either.

### 3. Conditions of admission

Due to the agreement with our subsidy providers, UZH members have priority in the allocation of childcare places to kihz Oerlikon/Chinderhuus BABAR on the basis of the stated criteria. Members are defined as UZH students and staff. Proof of membership will be regularly requested.

Guest lecturers, academic guests, external instructors and alumni have the same status as external parties.

The conditions under which a place in a kihz daycare centre is allocated are listed in the document

“Criteria for the allocation of places” on the kihz Foundation website under “kihz Daycare Centres \_ Registration kihz Daycare Centres”. Should a family find that their circumstances change and the requirements for eligibility for a place are no longer fulfilled, they are obliged to inform the manager of the daycare centre and the administration office of the kihz Foundation immediately and in writing.

As a rule, children are admitted at the beginning of the month. The date is confirmed in writing in the contract.

#### **4. Settling-in period**

In order for the child to be able to transition from the family home to the daycare centre as smoothly as possible, a settling-in period in the presence of the parents is necessary. This begins on the contractually agreed date of the child's entry into the daycare centre. The settling-in period usually lasts three to four weeks. During this time, parents must be able to accompany their child for a number of hours during the first days of daycare and to pick them up again at any time during the following days of the settling-in period. The child's professional carer adapts the specific times of the settling-in period to the child's needs.

The settling-in period is billed at the same rate as the regular fees.

#### **5. Number of hours of childcare**

Minimum attendance at a kihz daycare centre is two days per week or four half-days.

Parents must inform the kihz Foundation and, if they live in the city of Zurich and wish to apply for subsidies, the Social Department of the City of Zurich to what extent they are dependent on childcare. Reasons include being in gainful employment, studies or continuing education, or needing to remain available to accept work if unemployed. Other reasons for requiring childcare are: when the child has an insufficient knowledge of German or the parents are physically and mentally overburdened for an extended period. Costs are calculated in line with the City of Zurich's regulations in terms of the amount of childcare hours eligible to subsidy (*subventionsberechtigten Betreuungsumfangs* or SBU).

Extra childcare can be requested. However, the contractual agreement for these additional regular days of childcare can be terminated by the kihz Foundation with a notice period of 3 months, if another family has a demonstrable claim to them for the above-mentioned reasons. No subsidies can be claimed for these days. They will therefore be charged at the full rate as per the fee table of the daycare centre.

The principles covering this extra childcare apply irrespective of the family's place of residence and financial situation.

#### **6. Additional units of childcare**

Sporadic, additional, individual units of childcare not included in the contractually agreed hours will be billed by the Chinderhuus BABAR GmbH according to a separate fee table.

#### **7. Billing and late payment**

The bill for the monthly parental contribution will be sent to the parent or guardian by e-mail at the beginning of each month and must be paid within the specified payment period, usually 30 days. On failure to settle the bill within this period, a reminder will be issued. A fee of CHF 10 will be charged for the second reminder for a particular bill.

#### **8. Termination and automatic end of the contract**

Without notice to the contrary by 28 or 29 February, the contract automatically expires for those children who reach official kindergarten age on 31 July of the respective year.

**Standard termination of the contract**

- a. Termination of individual days of childcare or the entire childcare contract is possible for both parties. Three months' notice must be given, dated at the end of the month. Notice must be given in writing.
- b. In the month before the start of childcare and during the first month, the contract can be terminated by either party with effect at the end of the following month.
- c. If the contract is terminated more than one month before the contractually agreed date, the administration fee remains due. In the case of siblings, or a change of daycare centre, this amounts to CHF 100, in all other cases CHF 250.

**Exceptional termination of the contract**

- d. The contract can be terminated by the kihZ Foundation with immediate effect should the Foundation have important reasons. Termination for important reasons means that the continuation of the contractual relationship is no longer deemed acceptable. Unacceptable conditions are defined as a delay in payment, refusal to cooperate, or repeated violation of the rules and regulations of the kihZ Foundation and Chinderhuus BABAR GmbH. In the event of the contract being terminated for such a reason, compensation of up to three months' contributions is owed by the parents or guardians. No damage or liability claims can be made against the kihZ Foundation or Chinderhuus BABAR GmbH in the event of such a termination.
- e. If the circumstances at kihZ Oerlikon/Chinderhuus BABAR are deemed to be unacceptable, parents or guardians are not obliged to follow the provisions regarding contract termination. Unacceptable conditions are defined as those under which the welfare of the child is classified as endangered. The daycare centre supervisory authority (*Krippenaufsicht*) of the City of Zurich decides to what extent a given condition represents a threat to the welfare of the child.

**9. Closure by the authorities or exclusion from the daycare centre**

The Chinderhuus BABAR may be closed for compelling reasons (e.g. a force majeure such as fire, floods, social unrest, etc.) or by order of the authorities (e.g. pandemics). Parents or guardians have no entitlement to childcare under this contract during such a closure. Furthermore, claims for damages in the event of closure by the authorities are not permitted, unless the Chinderhuus BABAR has brought about the closure intentionally or through gross negligence.

**Full or partial exclusion from childcare:**

- a. If a child endangers himself and/or others, the Chinderhuus BABAR GmbH has the right to enforce the full or partial exclusion of the child from Chinderhuus BABAR.
- b. Special provisions apply in the event of a person contracting measles at Chinderhuus BABAR. Non-vaccinated children who have had contact with a person suffering from measles can be excluded from Chinderhuus BABAR on the order of the municipal or cantonal medical authorities for a maximum of 21 days. (Epidemic law: SR 818.101).

The costs of childcare and permanent contractually agreed additional services remain due in full in all the cases described under a) and b). Not due for payment are the costs for any additional bookings.

Any other official regulations for individual events take precedence over these provisions.

## 10. Power of attorney regarding payment

If the contract is signed by more than one parent or guardian, all signatories are jointly and severally liable for all financial obligations resulting from the contract. All declarations that impact the childcare contract must be provided to all contractual partners. The parents or guardians authorise each other to receive or provide any declarations relevant to this contract.

## 11. Bases of this contract

The childcare services are based on the current operational guidelines of the kihz Oerlikon/Chinderhuus BABAR in the currently valid version as well as on the principles of the Chinderhuus BABAR pedagogical concept.

Any changes to the operational guidelines and the pedagogical concept, which affect the rights and obligations of either party, will be communicated to parents and guardians at least three months before coming into force.

## 12. Final provision

Should a provision of this contract be or become legally invalid in whole or in part, the validity of the remaining provisions will not be affected. The invalid provision will be replaced by a valid provision which comes closest to the intended purpose.

The parents

- have taken note of the operational guidelines and accept them as binding
- acknowledge and support the principles of the kihz pedagogical concept
- take note that German is the official language of communication and correspondence and that, in the event of contradictions in translated documents, the German version shall apply in all cases
- agree to the collection of data for educational and developmental documentation for the duration of the childcare contract in accordance with the pedagogical concept
- confirm the completeness and truthfulness of the information provided and of the documents and evidence submitted
- acknowledge that Swiss law shall apply in the event of dispute.

*Approved by the Management Board of the kihz Foundation and Chinderhuus BABAR GmbH on 30.04.2023.*