

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

**Effective 1 December 2021**

### 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 or parts of cost contributions are also to be paid in the event of illness or other substantiated absences or in the event that the childcare services are not used. Parents or guardians are not entitled to reimbursement for the cost of meals or other expenses due to a child's absence, nor if the daycare centre is obliged to temporarily limit or close down operations for reasons beyond the control of the kihz Foundation or 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 who are eligible for a subsidy are requested to note that applications for their contribution factor and for their subsidised amount of childcare must be submitted to the relevant authorities punctually. The confirmations of subsidies by the City of Zurich or by the kihz Foundation are only valid for a limited period of time. Before the deadline expires or in the event of a change of income or other financial circumstances, parents or guardians must submit a new application on their own initiative on time. If the confirmations are missing, the parents or guardians are obliged to pay the full costs.

Please note that standard absences such as holidays or illness are subsidised for a maximum period of 7 weeks.

#### a. Contribution factor

Parents or guardians of children resident in the city of Zurich can apply for subsidies from the City of Zurich and, after their documents have been assessed, will be informed of their personal contribution factor, which is valid for one year. For parents or guardians who live outside the city of Zurich and are members of UZH, the Foundation calculates the contribution factor in accordance with the stipulations of the City's ordinance. Based on the income and financial circumstances of a family, the contribution factor determines whether and to what extent childcare costs are subsidised and the amount that the parents or guardians are to pay themselves.

#### b. Amount of subsidised childcare days

In addition to their income and financial circumstances, parents or guardians must inform the Social Department of the City of Zurich and the kihz Foundation to what extent they are dependent on childcare. Valid reasons are defined as being in gainful employment, training or further education, or needing to remain available to accept work if unemployed. Other reasons for the need for childcare are: if the children speak insufficient German, or if the parents or guardians are physically and psychologically overloaded.

### 3. Additional days

Extra childcare can be requested on top of the amount of childcare eligible for subsidy. No subsidies

can be claimed for these days.

#### 4. 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.

##### 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.

##### 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.

#### 5. 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.

#### **6. 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.

#### **7. 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.

#### **8. 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.

*Approved by the Management Board of the kihz Foundation and Chinderhuus BABAR GmbH on 27.05.2021.*