

Terms and conditions for childcare contracts with kihz daycare centres

Effective until January 31, 2022

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 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 Foundation's control.

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 ETH Zurich and UZH are covered by the respective 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 or ETH, 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. The extra childcare will be charged at the full rate according to the overview of fees in paragraph 3.

4. Termination and automatic end of the contract

Without notice to the contrary by 28 or 29 February, this 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 cases of 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. 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 in the event of such a termination.
- e. If the circumstances in a kihz daycare centre 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 daycare centres may be closed by order of the authorities or for compelling reasons. 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 kihz Foundation 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 kihz Foundation has the right to enforce the full or partial exclusion of the child from the daycare centre.
- b. Special provisions apply in the event of a person contracting measles in one of the daycare centres. Non-vaccinated children who have had contact with a person suffering from measles can be excluded from the daycare centre on the order of the municipal or cantonal medical authorities for a maximum of 21 days.¹

¹ See Swiss epidemic law; SR 818.101

In such cases, childcare costs are still due in full in accordance with paragraph 3.

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. The bases of this contract

The childcare services are based on the current operational guidelines of the kihz daycare centres in the currently valid version as well as on the principles of the kihz 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.

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 on 30 July 2020.