



## General Terms and Conditions / Business Rules

### 1. Scope of application

These General Terms and Conditions (GTC) are an integral part of the contract between the legal guardian and kiana group ag with regard to the place and care of the child in one of the kiana day nurseries.

### 2. Enrolment and care contract

#### 2.1. Contract and registration

kiana day nurseries do not use a place reservation system. The nursery place is guaranteed in the order the conclusion of contract is received by the day care centre director (first come, first served). The contract must be submitted to the day care centre director in duplicate. One copy signed by all parties will be mailed to the legal guardians for their files.

Starting dates (commencement of contract) always fall on the first day of the month and contracts can be cancelled as of the end of the month.

Any changes must be reported promptly to the day care centre directors, and recorded by means of a written and signed amendment to the contract.

#### 2.2. Acceptance criteria

kiana group ag reserves the right to accept children at its own discretion or reject an application without stating reasons.

For unborn children, contracts may be entered into with a tentative starting date. Once the child is born, a subsequent amendment to the contract stating the definitive starting date is filed.

#### 2.3. Contract amendments

The number of care days may be reduced as of the end of each month subject to three months' notice. The number of care days may be increased at any time if the occupancy rate permits it. The amendment takes effect upon submission of the contract amendment and countersignature by kiana group ag.

kiana group ag reserves the right to amend these General Terms and Conditions at any time. The new General Terms and Conditions shall take effect 4 months after communicating the amendment to the legal guardians. The legal guardians may cancel the contract in accordance with Art. 2.4 if they do not wish to accept the amendment.

#### 2.4. Termination of contract

The contract may be cancelled as of the end of each month subject to 3 months' notice. Notices of termination of contract must be made in writing by registered mail sent to kiana group ag.

kiana group ag reserves the right to terminate a contract for cause at any time and effective immediately. Serious grounds for terminating a contract exist in particular if the legal guardians do not accept and comply with these General Terms and Conditions, if the bond of trust between the staff of kiana group ag and the legal guardians has been broken, and if there are circumstances which no longer allow the child to stay in kiana day nurseries.

#### 2.5. Data privacy

All data made available must be treated as confidential in accordance with Swiss data protection laws. Any changes must be reported to kiana group ag promptly and in writing. Legal guardians are made aware that data may be shared with employers. kiana group ag cooperates with several enterprises, offering solutions for supplementary childcare at preferential terms to their employees.

### 3. Care

#### 3.1. Opening hours

kiana day nurseries are open year-round, except on public holidays and 2nd January. Daily opening hours are posted on [www.kianakrippen.ch](http://www.kianakrippen.ch).



The day nursery management may ask legal guardians at any time to pick up their child if it is deemed necessary (e.g. illness, incident). Legal guardians are required to pick up their child as quickly as possible if asked to do so.

kiana group ag shall not be liable for poor quality care services or failure to provide care services, or for carrying out the duties under this contract owing to force majeure or other reasons beyond its control, such as fire, forces of nature, burglary, theft, etc.

### **3.2. Supervisory duty**

Each respective kiana day nursery cares for and supervises children in accordance with this contract, starting when children are handed over to the childcare staff in person and ending when the child is picked up in person by the parents, legal guardians, or another person authorised by the parents to do so. Childcare staff is allowed in principle to drive children in a car or to use public transportation. If joint events are to be held with the legal guardians, regardless of whether inside or outside of the facility, the legal guardians shall be solely responsible for their children.

### **3.3. Settling-in period**

Children take 2 weeks on average to settle in. It may, however, be necessary to schedule up to 4 weeks for them to settle in. The decision regarding the length of the settling-in phase lies with the day nursery management and depends on each child individually. At least one parent must be reachable at any time during the first month. The all-inclusive care fee is invoiced separately.

### **3.4. Illness and accident**

If a child is ill, the day nursery must be informed as quickly as possible but in no event later than 8:00 of that day. The same applies to contagious illnesses in the family or in the vicinity of the child's family. Sick children, in particular, children with infectious illnesses, may not attend the kiana day nursery because the special care required in this case cannot be guaranteed, and in order to protect the other children against infection. When a child has had an infectious illness, a no-objection certification by the attending physician is required to allow the child to attend the kiana day nursery again. In case of emergencies, the hospital (emergency number) will be contacted. In case of an accident, all expenses, such as taxi or ambulance, are charged to the legal guardian.

Children who are temporarily impaired due to an accident (e.g. broken arm or broken leg) can be cared for as long as they are able to participate in activities without needing special attention, which would hamper the programme and the daily routine. The decision on whether the child can be cared for lies with the day nursery management. kiana group ag cannot be held liable for a delayed healing process or for consequential damages.

### **3.5. Medications**

The staff of kiana group ag does not administer any prescription medicine to the children as a general rule. If a child is dependent on taking regular medication or as an exception, the parents must consult with the day nursery management and sign an appropriate form which allows the staff to administer medication. Employees of kiana group ag cannot be held responsible with regard to the correct or regular administration of medications but are dedicated to helping and to assist legal guardians with respect to the administration of medication. kiana group ag strongly recommends that children stay at home in periods during which they take prescription medication.

### **3.6. Holidays and absences**

Parents should notify the day nursery management of individual holidays early on (ideally 2 weeks in advance). Individual holidays will not result in any reduction in fees. Leave at short notice (illness, other absences) should be communicated to the day nursery management as soon as possible (no later than by 8:00 in the morning of the day concerned) so that the day nursery management can plan accordingly. If a child attends the kiana day nursery again after a prolonged absence, the above-mentioned persons should be informed at least two days in advance to make it easier for the child to join again.



### **3.7. Childcare staff**

The childcare staff at kiana group ag holds various qualifications in the area of childcare. The childcare staff may be assisted by interns and trainees as appropriate.

Due to the long opening hours at kiana group ag, the childcare staff works in shifts. This means that not all staff members are present during drop-off and pick-up hours in the morning and in the evening.

### **3.8. Food and clothing**

Meals (breakfast, lunch, in-between meals and snacks in the evening) are included in the price; baby formula or special requests (e.g. vegetarian meal) must be brought in by the parents.

Each kiana day nursery is equipped with its own kitchen where meals can be prepared. Food may also be delivered regularly during holiday periods and in some kiana day nurseries. Seasonal vegetables and fruits are used as well as budget products. For example, noodles, rice, fish, meat, salad, vegetables or sometimes even pizza or fish sticks may be served for lunch. A small and light evening snack (no replacement for a full evening meal) may be served. Sweets may also be offered from time to time.

Our staff take the children's' allergies into account and respect the various religions and their principles. However, customised meals according to personal needs cannot be prepared in kiana day nursery centres. Legal guardians are welcome to bring ready-made meals to the day nursery if they have special religious requirements or if their child is on a specific diet.

Children should wear clothing to match the weather. A change of clothes, slippers, nappies, favourite plush stuffed animals etc. must be brought in and may be stored at the day nursery.

### **3.9. Recently opened kiana day nurseries**

It is possible that the kiana group ag concept cannot be implemented as described on the website during the start-up and initial phase of a new kiana day nursery. The duration of this start-up phase depends on each individual kiana day nursery, may last for up to two years, and cannot be predicted.

## **4. Fees and discounts**

### **4.1. Attendance fees**

Attendance fees charged at the respective locations are posted on [www.kianakrippen.ch](http://www.kianakrippen.ch) and always form an integral part of the contract between the legal guardians and kiana group ag. Fees cannot be refunded due to non-attendance (incl. e.g. illness, holidays, public holidays), force majeure and other reasons beyond the control of kiana group ag.

Additional care services may be booked by existing contracting parties depending on availability. These services will be invoiced separately in the following month at the specified rate without discounts.

### **4.2. Other fees**

A one-time registration fee and a contribution to administrative expenses in the amount of CHF 150.00 is to be paid on the issue date of the contract.

A one-time lump sum of CHF 250.00 is charged for the settling-in period.

### **4.3. Sibling discount**

A 10 % discount will be granted for taking care of a sibling at the same time. This discount will be deducted from the fee paid for the older sibling.

### **4.4. Payment method**

Attendance fees are calculated as a monthly lump sum and are due in advance. The invoice must be paid by the fifteenth of each previous month.

If a payment is more than 30 days late, kiana group ag may terminate the contract with immediate effect and give the place to another child. In the case of overdue payments, kiana day nurseries may refuse to allow the child to attend kiana day nursery facilities.

### **4.5. Fee changes**

Legal guardians will be notified of fee changes 4 months before the changes are to take effect.



#### **4.6. Cooperation with enterprises**

kiana group ag cooperates with various enterprises. Special terms may be offered to employees of these enterprises as a result of these contracts which differ from the General Terms and Conditions of kiana group ag. Legal guardians who would benefit from these terms will be informed accordingly.

### **5. Communication**

An e-mail, a parents' evening, a notification in the newsletter, a publication on the website or a notice posted on the parents bulletin board are all considered to be effective communication for any important information, such as changes to attendance fees or changes to the General Terms and Conditions, the regulations and concepts or the like.

### **6. Public authorities and final provisions**

#### **6.1. Operating licence and supervisory authority**

The respective competent Cantonal authority has licensing and supervisory authority over kiana day nurseries. kiana day nurseries hold these legal permits and meet their requirements.

#### **6.2. Insurance**

Legal guardians are responsible for taking out contents, liability, health and accident insurance for their child. kiana day nurseries have employers' liability insurance.

If a child damages property owned by kiana day nurseries (e.g. toys, furniture, wall coating etc.), the parents shall pay all costs caused by the damage. kiana day nurseries cannot be held liable for lost items or items damaged by other children.

#### **6.3. Severability clause**

Should individual provisions of these General Terms and Conditions be or become invalid or wholly or partially unenforceable, or should a loophole be found in this contract, this shall not affect the validity of the other clauses.

#### **6.4. Applicable law and place of jurisdiction**

The relationship between the contracting parties is governed by Swiss substantive law.

The place of fulfilment and exclusive place of jurisdiction is Zug.



## **Information for parents**

### **Opening hours / public holidays**

kiana day nurseries are open year-round, except on public holidays and 2nd January. Day nurseries close one hour earlier before public holidays and remain closed on public holidays. Day nurseries close at 13:00 on 24 December and 31 December. Public holidays and opening hours are posted on the website [www.kianakrippen.ch](http://www.kianakrippen.ch).

### **Drop off and pick up**

Children must be dropped off and picked up on time. Core hours must be observed. The day nursery must be informed if your child is to be picked up by a third party. Without this information, we will not release your child to anyone unknown to us.

If the parents cannot be reached at their usual telephone number, an emergency number must be provided.

### **Child care**

Children are looked after in the kiana day nurseries for one to five whole days from the age of 3 months until they reach kindergarten age. A qualified team of experts is responsible for the daily operation of the day nursery. Caregivers may be assisted by interns and trainees as appropriate. The needs of infants and toddlers are taken into account.

Children of kindergarten age who had previously been looked after by us have the option of attending the day nursery for half a day per week. Additional day care days can be arranged with the day nursery management.

### **Settling in**

Settling in is very important in kiana day nurseries and depends on each child individually. During the settling-in period, we gradually integrate the child into the group and into the daily nursery routine. At least one parent must be reachable at any time during the first month. A flat rate settling in fee is charge for the settling-in period.

### **Clothing**

Please adapt your child's clothing to the weather. Regular time spent outdoors is part of the daily routine. Sun protection, gloves, rain clothing and boots are part of the daily essentials to be packed for each day. Do not forget to bring nappies, favourite plush stuffed animals and a change of clothes. These can be left at the day nursery.

### **Food**

kiana day nurseries attach great importance to a balanced and varied diet. Each kiana day nursery is equipped with its own kitchen where meals can be prepared. Food may also be delivered regularly during holiday periods and in some kiana day nurseries. Meals (breakfast, lunch, in-between meals and snacks in the evening) are included in the price. Baby bottles and special foods must be brought in by the parents.

### **Absence and illness**

Parents are obliged to inform the day nursery management or the deputy management if their child is suffering from a chronic or contagious disease.

The day nursery personnel must be notified of absences as early as possible but in no event later than 8:00. The child may not attend the day nursery if it has a fever or a contagious disease. If the child has only a mild fever, the day nursery manager will decide whether the child can be looked after in the day nursery.

If a child falls ill during the day, parents will be informed promptly, and the child may have to be picked up as quickly as possible in some cases.

In an emergency, the day nursery manager (or the competent staff) shall be entitled to promptly take the child to a doctor or hospital for medical treatment. Parents will be informed immediately.

If a child has to take medications, they will be brought from home.



### **Insurance/liability**

Children must be insured against illness or accident. Parents are responsible for taking out liability and contents insurance. The day nursery cannot be held liable for lost personal items or personal items that were damaged by children.

### **Day nursery rate**

The per diem rate differs from canton to canton and is determined by market prices. The fixed monthly amount is calculated using the following formula: Rate x number of care days per week x factor 4.333333.

Parents pay the monthly care fee in advance by the fifteenth of each previous month at the latest.

The full rate will be charged in case of illness or other absence.

For reduced rates, the appropriate subsidy agreement with the city must have been obtained, otherwise the highest rate will be charged.

A one-time registration fee and contribution for administrative expenses in the amount of CHF 150.- is invoiced when the contract is concluded.

Because each child is settled in individually, an all-inclusive settling-in fee of CHF 250.- is charged.

Additional care days are invoiced separately and without discounts in the following month as per the rate set.

### **Admission and termination of registration/cancellation**

Enrolment is effective as of the first day of the month and termination of registration as of the end of the month.

The contract or a reduction of care days can be cancelled or amended in writing by either party subject to three months notice as of the end of each month.

If the occupancy rate permits it, care days may be increased starting immediately.

### **Miscellaneous**

It is important for parents to participate in the events and in parents' evenings held at the day nursery.

Any changes to the home address, telephone numbers, e-mail addresses, marital status etc. must be communicated promptly to the day nursery management.