

## 1. Contract duration / termination / adjustment childcare time / additional days

The contract for the care of the child ends automatically after the end of the mandatory kindergarten year, or in the case of an ordinary or extraordinary termination by the parents or by the MoZ.

The ordinary termination of the contract must be made in writing and is possible at any time with a notice period of three months. Cancellation of the contract before the start of care must be made in the same way as ordinary termination. If the notice period is not observed in the event of withdrawal before the start of care, care costs for one month must be paid.

The MoZ can terminate the care contract with immediate effect if other children are affected by regular misconduct of the child in care, in case of late payment of more than one month, in case of persistent disregard of house rules and information provided to parents by the MoZ, as well as in case of repeated bringing or not picking up a sick child.

Parents may terminate the childcare contract extraordinarily and with immediate effect if there is an unreasonable risk to their own child.

Extraordinary notices of termination must be in writing and must include a statement of the reason. The care costs are to be paid for the current month.

If it turns out during the settling-in period that the child cannot be integrated, the contract can be terminated by either party at the end of the settling-in period. In this case, the costs amount to one month of care.

Provided that there is a free place, care time increases or adjustments of the care times are possible at any time. In the event of a reduction in care time, the notice periods must be observed.

Additional care on individual half days or full days or lunchtime care is possible, provided that there is still free capacity for this.

The applications for a care time adjustment and for additional care must be made in writing.

## 2. Amendment provisions

Significant changes to the childcare contract, the childcare regulations, the cost and service regulations or the pedagogical method will be announced at least 4 months in advance. If the changes are not accepted, the childcare contract can be terminated with the ordinary notice period.

## 3. Insurance

Accident, health and liability insurance are the responsibility of the parents. By signing the childcare contract, parents confirm that they have taken out these insurance policies.

## 4. Settling-in period

Before the start of care, a detailed meeting takes place for the mutual exchange of important information and for planning the settling-in period.

The settling-in period begins on the first day of care and lasts for one month. The period is one hour on the first day and is increased daily. Regardless of the agreed days of care, the child must be present every day at the beginning of the settling-in period. At the beginning of the settling-in period, one parent must always be present as well.

Despite reduced care time during the settling-in period, there is no reduction in costs, as the settling-in period is usually time-consuming and requires a lot of care.

If the child changes his or her primary caregiver or location within our organization, then the parents will be informed.

## **5. Accessibility / communication**

Parents must be reachable while their child is being cared for at the MoZ. Otherwise, they must provide us with an alternative contact person.

Various information (incl. changes to the contract) can be communicated to parents by the MoZ via e-mail or via a dedicated app. The e-mail addresses specified in the childcare contract are used for this purpose.

Parents are obliged to report changes of phone number, and e-mail or residential address immediately and also to check their e-mail inbox at least weekly to ensure that an e-mail does not end up in spam.

## **6. Illness and accidents / dispensing of medication / allergies**

Children with an infectious disease may not be brought to care. The MoZ cannot care for sick children (e.g. temperature above 37.9 degrees, diarrhea, vomiting). If a child becomes ill or has an accident during the day, the MoZ will inform the parents immediately and a joint decision will be made on how to proceed.

The MoZ gives children medication only as an exception and assumes no liability for its correct use.

Parents inform the MoZ about any allergies and the state of health of the child.

## **7. Absences**

Parents inform the MoZ as early as possible about absences (illness, vacations, other) of their child. The childcare costs will not be reduced in case of absence and the missed time cannot be compensated.

In the case of an uninterrupted absence of more than 2 months, which has been reported to the MoZ in advance, a reduction of the childcare costs can be granted.

## **8. Cooperation between parents and the MoZ**

Childcare requires a mutual relationship of trust. Constructive cooperation and open communication are very important to us. In the case of challenging situations with the child, parents are involved at an early stage and possible solutions are discussed together. In the case of serious difficulties or conflicts between the parents and MoZ employees, the parents should inform the MoZ management.

If necessary, but at least once a year, the parents have a detailed discussion with the staff of the MoZ about the development of the child, for the purpose of strengthening the educational partnership.

When bringing and picking up the children, the exchange should be kept short. Observations and important events of the day are communicated to the parents electronically and with pictures.

## **9. Special offers with additional costs**

The offers change according to season and availability. Scope of services, duration and costs can be found in the relevant advertisements.

Registrations and cancellations related to special offers must be made in writing. Without written notification, special offers booked continue indefinitely. During the period of an offer, cancellation is not possible.

Invoicing with a separate invoice takes place after the offer has been carried out.

## 10. Handling force majeure

### Area of risk of the parents

If a child is unable to attend the MoZ and the reason for this lies within the parents' sphere of risk (prevention of attendance caused by their own actions, the fault of others or themselves, as well as reasons such as strikes, natural disasters, flight delays, illness of the child or in the family, quarantine of the child etc.), then the parents will bear the consequences of this. There will be no reduction in the cost of care and the missed days cannot be compensated.

### Risk area of the MoZ

If the MoZ is unable to provide the agreed care for reasons for which it is not responsible (e.g. official closure due to health-endangering building defects such as asbestos, cantonal medical order because of epidemic/pandemic, absence of staff due to infectious disease/epidemic/pandemic), the services provided in accordance with the childcare contract will expire. However, force majeure does not release parents from the obligation to pay for the childcare costs.

## 11. Confidentiality and data protection

The data of the children and their parents are treated confidentially. We are happy to forward invitations for children's birthday parties. Photos and film material taken of the children may be made available to the parents of children currently attending the MoZ via electronic media. This material may also be used for training and further education and on the MoZ homepage. Information may be given to future teachers of public or private schools.

Parents treat information about the MoZ and its staff, as well as about all children in its care and their families, with discretion and do not share it.

## 12. Miscellaneous provisions

Employees are generally permitted to take children in their cars.

If parents are present at MoZ events, supervision of their children is their responsibility.

In the case of children's activities at/with third party providers, these providers are liable for the duration of the activity.

Unless otherwise agreed, only the parents are authorized to pick up the child.

The childcare contract and all other regulations are subject to Swiss law. The exclusive place of jurisdiction is Baar.