

## General Terms & Conditions pertaining to the Childcare Contract (GTC)

### 1. Applicable law

The provisions of the Swiss Code of Obligations apply to this contract in addition to the General Terms & Conditions pertaining to the Childcare Contract.

### 2. Contracting parties

The parties to the contract are

1. small Foot AG, CH-6003 Lucerne (hereinafter referred to as 'daycare centre') and
2. the child's parents/guardians (hereinafter referred to as 'parents/guardians')

### 3. Contract conclusion

#### 3.1 Contract

The Childcare Contract and these GTC are made out in duplicate. One copy of the contract signed by both contracting parties is sent to the parents/guardians or the legal representative and the other copy to small Foot AG. The contract shall only be deemed to have been definitively concluded subject to clause 3.2 of the GTC.

#### 3.2 Cooling-off period

The parents/guardians can cancel the contract in writing by registered mail within three days after signing it. In such case, they will owe small Foot AG a processing fee of CHF 350.00 per child. Payment of this fee is due no later than 20 days after signing the contract. A one-off registration fee of CHF 80.00 is automatically added to the first invoice.

#### 3.3 Allocation

Applications and requests for individual units and elements will be considered in the order in which they are received in writing and places are allocated on the same basis, subject to space availability in the groups.

### 4. Main obligations of the contracting parties

#### 4.1 small Foot AG

small Foot AG agrees to care for the child entrusted to it personally and pedagogically to the best of its knowledge and ability. Towards this end, they will apply the latest methodological and educational findings, which are formulated in its mission statement and concept.

#### 4.2 Parents/guardians

The parents/guardians agree to pay the childcare fees and other costs arising under this contract. If both parents/guardians have parental custody, both are jointly and severally liable. Address changes or other changes and information that are relevant for the daycare centre must be reported immediately by the parents/guardians to small Foot AG.

Signature:

small Foot AG  
Die Kinderkrippe:

Standort Hergiswil  
Baumgartenweg 2  
CH-6052 Hergiswil

Kontakt  
Standort Hergiswil:

Telefon: +41 41 320 00 40  
hergiswil@small-foot.ch  
www.small-foot.ch

small Foot AG  
Kontakt Verwaltung:

Seidenhofstrasse 14  
CH-6003 Luzern  
Telefon: +41 41 210 21 20



Mitglied von kibesuisse  
Membre de kibesuisse  
Membro di kibesuisse

## 5. Fee list/model

The prices for childcare are specified in the current fee list.

Additional units or childcare modules must be paid for in full according to the fees specified on the current fee list; payment for previously arranged part-day childcare will not be credited towards this.

Full-day childcare during school holidays can be booked additionally in agreement with the management of the daycare centre, subject to space availability.

The monthly fee amounts to the unit(s) x factor 3.5.

## 6. Payment terms

The childcare fees are payable monthly in advance. In the case of absence due to accidents, illnesses or other reasons, the fees will still be charged and no refunds, credits and/or compensation of any kind will be given.

## 7. Deposit

Until admission (due date of first payment), a deposit of CHF 300.00 (non-interest bearing) is payable by the parents/guardians into an account to be designated by small Foot AG. When the child leaves, this deposit will be refunded to the parents/guardians after the childcare fees have been paid in full (provided there has not been a payment default during the childcare period). small Foot AG may use the deposit to cover/offset any amounts still owed by the parents/guardians. Parents/guardians cannot deliberately use the deposit to offset any outstanding amounts; instead, it will be paid out or returned in full after all childcare costs including the last monthly fee have been paid.

## 8. Acceptance requirements

Fundamentally, children up to and including the sixth grade of primary school can be accepted.

## 9. Childcare hours

During the school term, excluding regular school holidays

Childcare element I	6:30 am to 8:00 am
Childcare element II	11:45 am to 1:15 pm
Childcare element III	1:30 pm to 3:30 pm
Childcare element IV	3:30 pm to 6:30 pm
Childcare element V	Afternoon 11:45 am to 6:30 pm
Childcare element VI	Afternoon 1:15 pm to 6:30 pm

## 10. School holidays and public holidays

No childcare is provided during school holidays and on public holidays. No credits or compensation will be provided (these are accounted for in the monthly fee). The days on which the daycare centre is closed are decided by the management.

**Signature:**

## 11. Liability

### 15.1 Liability of the parents/guardians

If both parents/guardians have joint parental custody, they are jointly and severally liable for all claims. They are also jointly and severally liable for claims by small Foot AG against their child.

In addition to the general liability, the parents/guardians or their children are jointly and severally liable for damage caused by children in the daycare centre group if the culprit cannot be readily identified.

### 15.2 Liability of small Foot AG

small Foot AG is liable for unlawful intent or gross negligence. It assumes no liability for slight and moderate culpability. All liability is excluded to the extent permitted by law. In particular, the infrastructure and equipment (indoor and outdoor) is to be maintained and serviced in the best possible way. No liability is accepted for accidents relating to equipment and infrastructure belonging to children and parents; all such liability is transferred to the parents/guardians.

## 12. Insurance

The parents/guardians must take out health and accident insurance for the child and also have private liability insurance. small Foot AG has public liability insurance. The parents/guardians or their liability insurance provider are liable for any damage caused by the child. small Foot AG accepts no liability if personal items are stolen, lost or damaged.

## 13. Absence due to illnesses, accidents or other reasons

No credits or compensation will be provided in the event of absence due to illnesses, accidents or any other reasons. This also particularly applies in the event of a nationally or regionally declared epidemic/pandemic during which the public authorities issue binding recommendations or directives that restrict or make it impossible to provide childcare.

Children may not be brought into the daycare centre in the event of the onset of a contagious illness, and/or if the child has a fever of 38.0 degrees Celsius or higher. . If a child falls ill during the day, the parents/guardians will be notified and the child must be picked up immediately. The childcare staff is to be informed if a child has to take medication. The required medication must be brought from home. Should a child have an accident or fall ill, the childcare staff are entitled to call in small Foot AG's designated doctor or their substitute. The parents/guardians will be notified and informed immediately.

## 14. Termination of the contract

The registration/contract is binding. The contract can be terminated in writing by registered mail with a notice period of three months at the end of a calendar month.

small Foot AG reserves the right to terminate the contract without notice at any time for good cause if continuation of the contract appears unreasonable. Good cause specifically includes unacceptable, serious and gross violations of legal/contractual provisions or good faith by the child or the parents/guardians.

## 15. Data protection

Our current Privacy Policy is published on our website at [www.small-foot.ch](http://www.small-foot.ch).

Data protection is important to us, and we make every effort to adequately protect the data of our customers. Before the conclusion of the contract, the customer was thoroughly informed about the content of the Privacy Policy and made aware of the consequences of providing consent. By concluding the contract, the customer provides their consent to data being processed in accordance with the Privacy Policy of small Foot AG.

**Signature:**

**16. Severability**

Should individual provisions of this contract be invalid or unenforceable, the remainder of the contract shall still be binding without those problematic parts.

**17. Place of jurisdiction**

Lucerne is agreed as the place of jurisdiction for all disputes arising from this contractual relationship between the parties. Swiss law applies.

However, small Foot AG also has the right to take legal action against the parents/guardians at the competent court of their respective domicile or any other competent court.

**18. Final provisions**

By signing below, the parents/guardians confirm that all details from the Childcare Contract as well as those provided on other forms from small Foot AG are true. The registration must be signed by both parents/guardians if they have joint custody. Relevant changes to the details must be reported to small Foot AG immediately. False or omitted information shall entitle the daycare centre to immediately terminate the contract under application of the GTC.

Place and date: \_\_\_\_\_

Place and date: \_\_\_\_\_

Signature:

Signature:

\_\_\_\_\_  
small Foot AG Parents/guardians (both)

\_\_\_\_\_

**V2023-08-01/ Valid as of 1th august 2023**