

## 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 Termination

The parents/guardians can cancel the contract in writing by registered mail. If the Childcare Contract is terminated less than three months before the agreed start date, an administration fee amounting to CHF 350.00 per child shall be payable to the daycare centre.

#### 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.

#### 3.4. One-off registration fee

A one-off registration fee of CHF 80.00 per child is charged in each case. This is payable at the same time as the first invoice.

### 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. While doing so, it will adhere to the latest methodological and educational findings, which are formulated in its pedagogical model and care 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.

The parents/guardians are responsible for the child's journey from school/kindergarten to the daycare centre and from the daycare centre to kindergarten/school, unless they book a drop-off/pick-up service. The parents must inform the management in writing if the child is to be sent home or to school early without being picked up by the parents/guardians. The childcare responsibility of small Foot AG ends when the child leaves the daycare centre.

Signature (joint):

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 is calculated by multiplying the childcare costs by a factor of 3.5.**

## 6. Payment terms

The childcare costs are charged as a monthly fee. The childcare costs/monthly fee are payable in advance each month, no later than the 25th of the preceding month (e.g. the costs for the month of April are payable on 25th March). In the case of illness, accidents, holidays or other absences, the costs will still be invoiced and owed. Additional services or units not included in the monthly fee will be charged extra.

## 7. Late payment and default

### 7.1 Late payment and reminders

The childcare costs pursuant to item 7 above are payable on the 25th of the preceding month without a reminder having to be issued. The daycare centre reserves the right to issue reminders for outstanding payments. For a first reminder, an administration fee of CHF 20.00 will be charged. For a second reminder, an administration fee of CHF 50.00 will be charged. The administration fee is payable upon the corresponding payment reminder being issued.

### 7.2 Consequences of late payment or default

If the payment due date is missed, payment will be considered to be in arrears without the need for a reminder. Furthermore, the daycare centre reserves the right to terminate the contract immediately and without notice if payment is late by more than 30 days. In the event of a payment default, the right to have the deposit refunded is forfeited immediately and unconditionally. Any outstanding payments will be offset against the deposit, and only the remaining amount (if any) will be refunded.

## 8. Deposit

The parents/guardians must pay a one-off deposit of CHF 300.00 per child into an account specified by the daycare centre. The deposit must be paid on the admission date. No interest will be accrued on it. This deposit will be refunded to the parents/guardians after deregistering, provided that childcare costs, any additional services, reminder fees, etc., have been paid in full. The daycare centre is entitled to offset the deposit against any outstanding payments from the parents/guardians or to withhold a corresponding amount. The parents/guardians are not entitled to offset the deposit.

## 9. Acceptance requirements

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

## 10. 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 / Morning 6:30 am to 13:15 pm
Childcare element VI	Afternoon 1:15 pm to 6:30 pm / Morning 6:30 am to 11:30 am

**Signature (joint):**

## **11. 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.

## **12. Liability**

### **12.1 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 child are jointly and severally liable for damage caused by others.

### **12.2 Liability of small Foot AG**

small Foot AG is liable for unlawful acts in cases of 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) are maintained and serviced to the best possible extent. No liability is accepted for accidents relating to equipment and infrastructure belonging to children and parents/guardians; all such liability is transferred to the parents/guardians.

### **12.3 Childcare by apprentices**

The daycare centre's management and/or operator are responsible for authorising third-year apprentices to carry out relevant activities with the children autonomously/independently in the daycare centre environment. There will be trained professionals on site in each case. Interns and apprentices are authorised to independently pick up/drop off children from/at kindergarten, school or similar facilities (e.g. after-school daycare).

Subject to official rules and regulations, third-year apprentices on the fast-track training programme can be granted the same authority as trained staff if supervised by trained professionals.

## **13. Insurance**

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

## **14. Right of offset, retention and substitution**

The daycare centre has a comprehensive right of retention and use with regard to all objects, entitlements and credit balances of parents/guardians and their child which the daycare centre is in possession of; furthermore, the daycare centre has the right to offset any claims/receivables.

The daycare centre is generally entitled to use the services of third parties to perform the contract.

## **15. Absence due to illnesses, accidents or other reasons**

In the case of illness, accidents or any other absence of the child, the daily or monthly flat fee will still be charged and owed. This applies in particular in the event of a nationally or regionally declared epidemic/pandemic or other situations and circumstances for 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 must be informed if a child has to take medication. The required medication must be brought from home and provided to the daycare centre. The daycare centre must be given appropriate verbal and written instructions concerning the administration and dosage of medication. In the daycare centre, no medication will be administered to reduce fever or treat symptoms of contagious illnesses. Should a child have an accident or fall ill, the daycare management is entitled to call in the daycare centre's designated doctor or their substitute. The parents/guardians will be notified and informed immediately.

**Signature (joint):**

## 16. Termination of the contract

The parents/guardians can terminate the contract in writing by registered mail. The regular notice period for full or partial childcare days, temporary days, etc. is three months to the end of the month in each case (e.g. if notice is given on 12th July, it will take effect on 31st October).

In the event that the parents/guardians terminate the Childcare Contract as of an earlier date or remove the child from the daycare centre before the contract's regular termination date, they will remain liable for payment until the regular termination date of the Childcare Contract.

The daycare centre reserves the right to terminate the contract without notice at any time for good cause should continuation of the contract be unreasonable. In particular, good cause includes unacceptable, serious and gross violations of legal/contractual provisions or good faith by the child or the parents/guardians, or any harm caused by them to the health of children, carers or other persons.

## 17. 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.

## 18. Severability

Should individual provisions of this contract be invalid or unenforceable, the remainder of the contract shall remain binding without those problematic parts. An invalid or unenforceable provision shall be replaced with a permissible one that most closely corresponds to the economic and legal intention of the original provision.

## 19. Right to be informed; consent to disclose information

If the parents/guardians receive contributions from the authorities, the employer and/or another institution, the daycare centre is hereby authorised to disclose and provide information and documents about the childcare situation to these institutions, regardless of whether these contributions are paid directly or indirectly. In such cases, the parents/guardians also authorise the daycare centre to obtain information from the authorities, employer and/or other institution regarding the existence and amount of such contribution entitlements; the parents/guardians hereby release these institutions from any duty of confidentiality they might have towards the childcare facility.

## 20. 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.

## 21. Final provisions

By signing below, the parents/guardians confirm that all information and details that they have provided for the Childcare Contract and those provided on other forms of the daycare centre 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 the daycare centre immediately. False or omitted information shall entitle the daycare centre to immediately terminate the contract under application of the GTC. Furthermore, the daycare centre cannot be held liable for incorrect information or any resulting damage or loss.

**Signature (joint):**



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

Signature:

\_\_\_\_\_  
small Foot AG

**V2024-07-12/ Valid as of 1th august 2024**

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

Signature:

\_\_\_\_\_  
Parents/guardians (both)