

## General Terms and Conditions (GTC)

### 1. Validity range

These General Terms and Conditions (GTC) form an integral part of the various contracts between the parents/guardians and all institutions of the owning company kidéal ag with regard to the care of children in these institutions. These include institutions of the brands Chinderstern, Tagesstern and ylaa.

The following document uses the terminology «Institution(s)». These are child care centres of the kidéal Group that complement the family or school. Family-complementary child care centres are institutions in which mainly children of preschool age are cared for. School-complementary child care centres are institutions in which kindergarten and school children are cared for in addition to the lessons.

Instead of parents, mother and/or father, legal guardians and/or guardians, the general term "the legal guardians" is used.

### 2. The institutions of the kidéal Group

All institutions are subject to the licensing and supervision obligations of the competent authorities in the respective cantons. These assess whether the institution meets the official framework conditions defined by them, such as square meter per child, number of children per employee (care key), qualifications of management and specialists, etc. Each institution has a current permit.

The facilities comply with the legal building and fire protection regulations according to inspection by the responsible authorities. They also comply with the regulations of the responsible authorities for hygiene in companies and kitchens. Checks are carried out on an ongoing basis.

The educators in the institutions have a qualification in the field of childcare issued or recognized in Switzerland. They are supported in their work by apprentices who are trained in the institutions, interns and other staff. The composition is carried out in accordance with the specifications of the respective competent authorities.

### 3. Registration, admission, minimum care, implementation and waiting lists

#### *Registration*

The child's registration can be made at any time during the year. This is done online on the website of the relevant institution or in any other way communicated by the pedagogical management of the institution. The institution may stipulate a reservation fee. The fee will be refunded or credited 100% upon definitive admission.

#### *Admission*

Various factors are considered when deciding whether to be admitted to one of the institutions. The pedagogical management of the respective institution decides on the final admission. They reserve the right to refuse children at their own discretion and without giving reasons.

#### *Minimum care*

The minimum care is a full day or three half days. The pedagogical management may deviate from this minimum rule.

#### *Implementation*

The institution can make the implementation of childcare services (individual modules & care days) dependent on a minimum number of registered children. The legal guardians will be informed in writing when an offer is ceased in compliance with the applicable notice period. Any fees charged and prepaid care fees will be refunded in full in this case.

#### *Waiting lists*

The institutions cannot guarantee admission with the registration. If there is no free space available for the desired date, each institution maintains a waiting list. The place on the waiting list is not chargeable.

### **4. Child care options, opening hours & drop-off and pick-up requirements**

#### *Child care options*

Depending on the circumstances, the care variants of the different institutions may differ from each other. The detailed care options are listed in the respective document "Care offer & tariffs" and on the website of the corresponding institution.

#### *Opening hours*

The exact opening hours of the institutions may vary from one another and are listed in detail in the respective document "Childcare Offer & Tariffs" and on the website of the corresponding institution.

The institutions are closed on Swiss public holidays. Before such a holiday, closing time is at 5:00 pm. Between Christmas and New Year, the institutions remain closed.

On cantonal public holidays, the affected institutions remain closed. Before such a holiday regular opening hours apply.

The Institutions expressly reserve the right to adjust the opening hours accordingly if necessary.

The institutions expressly reserve the right to close the institution on one day per year for team training. This date will be announced well in advance as part of the schedule for the following year.

#### *Dropping off and picking up the children*

Each of our institutions has defined opening hours as well as drop-off and pick-up times. The exact times are listed in detail in the document "Care offer & tariffs" and on the website of the corresponding institution. These must be strictly adhered to for organizational reasons, but also out of consideration for the children.

If children are brought or picked up too late, a one-time warning will be issued. In the event of repeated delays, i.e. after the first warning, the institution may charge the legal guardians an additional fee of CHF 20.- per every 15 minutes.

The children must always be handed over or picked up by the legal guardians in the institutions. If this is to be done by a third party, the respective institution must be informed in detail in advance. Third parties are obliged to identify themselves clearly.

#### **5. Acclimatization period in family-complementary childcare**

In the institutions with family-complementary childcare, the first two weeks of care are considered to be the acclimatization period. The details are discussed and determined with the responsible persons of the respective institution. The acclimatization period can be shortened or extended in consultation with the pedagogical management.

During the acclimatization period, the legal guardians are either on site or must be available by phone and be able to pick up the child if the person in charge of the institution has the impression that the child could be overwhelmed by a longer period of stay. The acclimatization period is considered as care time and will be invoiced accordingly, i.e. it will be charged according to care fees (see document "Care offer & tariffs").

#### **6. Care contract**

The care contract is issued by the corresponding institution. It bindingly regulates the details of the care. The legal guardians certify by signing that they have answered the information in the care contract truthfully. They are obliged to inform the staff of the institutions immediately in writing of any changes to the information. The care contract is only concluded with the signature of the respective institution.

Upon conclusion of the contract, a one-time, non-reclaimable administration fee is usually charged. Cantonal requirements to the contrary take precedence over this provision.

#### **7. Modification & termination of the care contract**

##### *Modification*

The reduction in the scope of child care in family-complementary care can be made 2 (two) months in advance to the end of a month and must be submitted in writing or by e-mail. In the case of school-complementary care, this period is 1 (one) month. An increase in the scope of care is possible at any time, provided that it is possible by the capacity of the corresponding institution. The change in the scope of care is regulated with the help of the document "Care offer & tariffs" and only becomes effective with a written confirmation from the corresponding institution. The institution may charge a contract modification fee for changes. This is shown in the document "Childcare Services & Tariffs".

##### *Termination*

The supervision contract can be terminated on both sides with a notice period of 3 (three) months in writing to the end of one month. Cantonal requirements to the contrary take precedence over this provision and are noted in the care contract. In case of non-compliance with the notice period, the full monthly contributions will be charged for their duration.

In principle, the institutions do not offer probationary periods for newly admitted children. If, as an exception, such a period has been agreed, the care contract can be terminated on both sides with immediate effect.

If a care contract has been concluded (e.g. before the birth of the child) and the visit of the child is impossible for extraordinary health reasons (e.g. birth complications, unexpected and protracted illness, etc.) on the contractually agreed date, the care contract can be terminated immediately before the contractual starting date. Already paid care fees will be refunded accordingly. At the request of the institutions, a corresponding medical certificate must be presented.

#### *Extraordinary termination*

In special situations, it is possible for the institutions to terminate the contract without notice. Reasons for this can be, for example, an unsustainable behaviour of the child, a broken relationship between the legal guardians and the responsible persons of an institution, late payment according to point 12 or similar. This list is not exhaustive.

### **8. Additional care**

If the legal guardians of a child already cared for by an institution have a one-time additional care need at short notice (e.g. an additional day for 2 weeks), this can be agreed directly with the responsible persons of the corresponding institution. The additional support will be charged additionally.

### **9. Insurance and liability**

#### *Insurance*

The legal guardians are obliged to take out liability, health and accident insurance for their child. The conclusion of these insurances must be confirmed accordingly to the institutions in the care contract.

#### *Liability*

For damage caused by the child, the legal guardians are fully liable. The facilities are not liable for lost or damaged, privately brought items such as toys, jewelry, strollers, etc. Expenses caused by illness or accident (e.g. taxi, ambulance, etc.) are at the expense of the legal guardians.

In the case of joint events with the legal guardians, regardless of whether inside or outside the facilities, the responsibility for the child lies exclusively with the legal guardians.

The institutions are not liable for failure or limited care services, or non-fulfillment of other obligations under this contract due to force majeure or other reasons beyond the control of the facilities, such as fire, water, burglary, weather phenomena, pandemics, epidemics, official operating restrictions or closures, etc.

### **10. Illness, Accident & Emergency**

#### *Illness*

Children with illnesses are generally not allowed to visit the facilities, as they are not set up for the care of sick children, but also to protect the other children from infection. The care staff is entitled to reject sick children. If a child falls ill in the institution, the legal guardians are immediately informed and asked to pick up the child. In the event of illness, reimbursement for unused care modules is excluded. In the case of long-term illness, this can be deviated from in consultation with the institution.

Children who suffer from temporary restrictions (e.g. after a broken arm, broken leg, etc.) may be brought to the facility, provided they can participate in most activities, and the special attention

needed is reasonable for the staff. The decision lies with the pedagogical management of the corresponding institution. Any liability for consequential damages or a delay in the healing process is rejected by the institutions.

#### *Accident & Emergency*

In the event of an accident or emergency, the persons responsible for the relevant institution are authorised to immediately place the child under medical treatment or hospital care.

### **11. Administering medication**

The administration of medication takes place exclusively in consultation with the legal guardians. If medication has to be taken permanently or over a certain period of time, a corresponding form "Medication administration" must be completed and signed by the parent or guardian. The staff of the facilities administer the medication according to the instructions in the form.

The legal guardians are responsible for the organization of the medication and bring them in the original packaging each time. For safety reasons, medicines are not procured by the institutions and are only stored in exceptional cases.

The institutions disclaim any liability with regard to the dispensing of medicines.

### **12. Fees, deposit & payment methods**

#### *Child care fees*

The child care fees can be found in the respective document "Care offer & tariffs" of the institution. They can also be found on the institution's website. The document "Care offer & tariffs" is an integral part of the care contract. The prices include supervision, lunch and snacks as well as usual costs for the daily program (craft materials, entrance fees, transport costs, etc.).

Any additional costs resulting from a special need for care are to be borne by the legal guardians and will be invoiced separately.

In the event of force majeure beyond the control of the institutions in accordance with point 9, paragraph 4, the contributions and additional costs owed shall remain in force, i.e. there shall be no entitlement to reimbursement of such contributions.

#### *Deposit*

The institutions may require a deposit from the legal guardians for a maximum of 3 (three) months' lump sums. The deposit amount is shown in the document "Care offer & tariffs". The deposit will be refunded 100% after withdrawal or offset against open claims of the institution against the legal guardians.

#### *Payment*

The institutions charge monthly rates. The legal guardians receive a one-time invoice showing the monthly amount to be paid. With the beginning of the care, including acclimatization to the family-complementary childcare, the first monthly lump sum is due. These as well as the following monthly lump sums must be transferred to the account of the institution by the last working day before the start of care at the latest. The monthly rates are also due for holiday and other absences/cancellations.

Owed and unpaid monthly lump sums are reminded by a request for payment (first reminder).

If the claim is not paid by the 15th of the care month, a second reminder will be issued. If the claim is not settled by the 20th, a third and final reminder will be issued. Reminder fees are charged on reminders, which can be seen in the document "Care off& tariffs" of the respective institution.

If the monthly lump sum owed remains unpaid, the debtor is in default in accordance with Art. 102ff OR (Swiss civil code: Code of Obligation) and the necessary legal steps are taken to assert the care lump sum (debt enforcement, claim action). In this case, the institution reserves the right to refuse to care for the child. Thereafter, the corresponding institution is free to terminate the child-care place definitively and within the agreed notice periods. During this notice period, the obligation to pay continues to apply.

### **13. Confidentiality & processing of personal data (Data Protection Act)**

As a matter of principle, the institutions of the kidéal Group only process personal data insofar as this is necessary for the execution of the contractual business purpose, for the provision of the corresponding services and for the fulfilment of legal and financial obligations. Personal data is requested directly from the legal guardians and not from third parties. Processing of personal data means any handling of personal data, regardless of the means and processes used, such as obtaining, storing, using, modifying, disclosure, archiving, deleting, or destroying data.

The care team of the facilities are subject to confidentiality. It treats data and information about the child and the legal guardians confidentially. No information will be passed on without the consent of the legal guardians. A release from the duty of confidentiality requires the written consent of the legal guardians. For this purpose, the form "Release from confidentiality" must be filled out and signed accordingly.

All important information (residential address, emergency numbers, paediatrician, authorised persons, etc.) are stored on our systems. Organisational and technical measures are taken to ensure that data protection is guaranteed. kidéal ag has a data protection officer who performs the task within the group in accordance with data protection legislation. She/he can be contacted at the email address [dsv@kideal.ch](mailto:dsv@kideal.ch).

kidéal ag processes the data for as long as this is necessary for the fulfilment of the contractual business purpose. After that, the data will always be deleted. However, the data may be further processed beyond this, for example due to statutory retention obligations or for the period in which claims can be asserted against kidéal ag. The storage period is largely based on the statutory limitation periods.

In accordance with the Data Protection Act, legal guardians have the following rights, although these rights may be subject to certain conditions or restrictions according to the law: right of access, right to rectification, right to object, right to disclosure or transfer of data, right to erasure.

### **14. Declaration of consent photos and videos**

In the child care contract, the legal guardians explicitly state whether and in what form they agree to the publication of photos or videos of the child.

Institutions can provide a protected area for the legal guardians on the Internet or via special applications, where photos/videos of the children of the corresponding institution are made accessible to the legal guardians with the help of access data (username and password). These photos/videos will be taken during the opening hours of the relevant institution in compliance with the guidelines regarding the use of electronic devices. Access to this area is only granted to legal guardians who have applied for such access in the care contract and have given permission to take photos/videos of their child. All files in this area can be downloaded by all users with access code of the respective institution. Legal guardians are not allowed to pass on the access data to third parties. The access data will be blocked with the termination of the care contract. A revocation of the permission to record photos/videos of the child must be made in writing.

The institutions are not responsible for the disclosure, publication or duplication of these photos/videos by the legal guardians.

#### **15. Transportation by private vehicle**

In the event of an accident or emergency, those responsible for the institution are allowed to travel with the child in a taxi or private vehicle.

#### **16. Extraordinary leaving of the institution (only school-complementary care)**

In principle, the children are only released from the care of the corresponding institution before the beginning of the lesson or after the official care period has ended.

In the context of school-complementary care, the legal guardians have the opportunity to agree with the care team of the corresponding institution that the child may leave the institution unaccompanied during the time of care; e.g. due to a leisure course such as physical education, music lessons, etc. With the form "Declaration of consent for extraordinary leave from the care centre", the legal guardians explain when the child may leave the institution and/or when he or she must be back. If the child is not back at that time, the legal guardian will be contacted.

As soon as the child has left the institution, the responsibility lies with the legal guardian. The way between home and the institution is also the responsibility of the legal guardian.

#### **17. Adjustments, Severability and Applicable law**

##### *Adjustments*

The kidéal Group reserves the right to periodically revise these General Terms and Conditions and to adapt them to the current requirements. The current version of these General Terms and Conditions can be viewed at any time on the Internet on the website of the institutions.

##### *Severability clause*

Should individual clauses of these General Terms and Conditions be invalid or incomplete, or not enforceable in whole or in part, the validity of the other clauses shall not be affected. The invalid provision shall be replaced by such a provision which comes closest to the meaning and purpose of the invalid provision in a legally effective manner in a professional and economic manner. The same applies to any gaps in the contract.

*Applicable law*

The relationship between the institutions of the kidéal Group and the legal guardians is subject to substantive Swiss law. The exclusive place of jurisdiction for all claims and/or disputes arising from or in connection with the contracts is the respective location of the corresponding institution.

*English is not an official language of the Swiss Confederation. This translation is provided for information purpose only. In case of doubt, solely the original German version is legally valid.*

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