



General Terms and Conditions (GTC)

MURMELI HUUS Gotthard Day Care Centre, 8800 Thalwil

1. Scope of these GTC

These general terms and conditions (GTC) form an integral part of the contract (definition of contract according to point 2.3) between the parents (or legal guardian / legal representative) and the day care Murmeli Huus in 8800 Thalwil, with regard to the childcare services and the childcare place in the Murmeli Huus facility, which is provided by **ces group gmbh** (hereinafter referred to as "Murmeli Huus").

2. Registration & Care Contract

2.1 Registration / Application

The Murmeli Huus facility is a childcare centre for pre-and kindergarten children until school entry. Interested parents can register free of charge with the provisional registration form for a childcare place. The provisional registration can be made online on the website www.murmeli-huus.ch. This registration does not oblige parents or the Murmeli Huus facility. The parents merely express their non-binding interest in a childcare place.

2.2 Admission

The Murmeli Huus selects the children according to the family principle. In general, however, the order of registration is considered. The Murmeli Huus reserves the right, in the interest of the welfare of the day care centre, to refuse admission of children. The caregivers of the Murmeli Huus facility are not specifically trained to care for mentally or physically impaired children. However, we strive to find a suitable solution for each child.

2.3 Recording & Contract Signing

For a final application, a registration form will be provided. With the mutual signing of the registration form the application is definite and the general terms and conditions are accepted. The signed registration form (hereinafter referred to as contract) corresponds to the contractual agreement. In return, Murmeli Huus agrees to make the agreed care places available at the agreed time.

The first monthly fee and the one-time non-interest-bearing deposit of CHF 800.00 are due upon signing the registration form.

If the first fee is not paid in time, the Murmeli Huus is not obliged to provide the care place at the agreed time. However, the contract and all financial obligations of the parents resulting from it, remain.

3. Opening Hours & Care Fees

3.1 Opening Hours & Company Holidays

The Murmeli Huus is open year-round from Monday to Friday. Excluded are the company holidays, the public holidays of the canton Zurich, where the Murmeli Huus remains closed. In addition, the Murmeli Huus can remain closed for up to three days a year; e.g. as days between two holidays ("bridge"). The exact company holidays will be announced in a separate holiday plan. The opening hours, the delivery and pick-up times can be found on the leaflet »Offer and Tariffs« or on the website www.murmeli-huus.ch.

3.2 Care Fees, Individual Additional Days

The care fees resp. monthly fees of the Murmeli Huus location are to be found in the overview »Offer and tariffs«. The monthly fee is also payable for public holidays, company holidays, absence from holidays, illness and other absences of the child. **Additional care days** will be charged at the daily rate as follows:

- Children to 18 months: CHF 155.- (including all meals)
- Children from 19 months: CHF 140.- (including all meals)

The costs for the additional day booked are not reduced if the child only visits the centre on half a day.

3.3 Payment Terms

The fees are payable **monthly in advance until the 27th of the month at the latest**. Individual months are not charged, but are to be transferred independently. In order to keep the administration costs low and thus spare the parents higher fees, the monthly invoice amount is to be settled exclusively with a money transfer order. Additional care days will be charged separately. Parents who are repeatedly delayed or do not follow the monthly payment demands, will receive a reminder by e-mail.

From two unpaid monthly fees, the Murmeli Huus facility has the right to block and cancel the affected place and occupy it immediately. However, the care costs are still owed. For the parents concerned, the obligation to pay continues during the three-month period of notice, but no longer entitles them to the childcare place.

4. Child Care & Utensils

4.1 Acclimatization

The first two weeks of care are considered an acclimatization phase. The care intensity is determined during this time depending on the acclimation progress of the child. **The adaptation period is charged from the day of entry according to the monthly fee;** i.e. the acclimatization phase is not billed after hours / days.

4.2 Holidays & Absences

Holidays or absences should be communicated to the management or by e-mail to kontakt@murmeli-huus.ch (ideally two weeks in advance). The fees of the Murmeli Huus facility are not reduced by individual holidays or absences.

4.3 Outdoor Activities

By signing the contract, the parents authorize the management and employees of the Murmeli Huus facility to spend their time together with the children outdoors, visiting playgrounds and gymnasiums, or go on planned excursions and activities.

4.4 Utensils

The following items must be brought by the parents: Special wet wipes / hygiene items, spare clothes, sun hat / headgear, rainwear, slippers / finches, dummy / cloth or cuddly toy. In particular, personal items that are necessary depending on the child.

5. Termination & Contractual Amendments

5.1 Termination

The mutual notice period for a childcare place is three months at the end of each month. If you cancel at the beginning of the month, the current month and the next three months of the notice period are payable. A notice of termination must be sent in written form or by e-mail to kontakt@murmeli-huus.ch. Registered mail is not necessary; we confirm the receipt of the notice immediately.

If the termination occurs more than **four months before the start of the childcare, the parents pay a conversion fee of CHF 500.00**. If the termination is less than four months before the start of the childcare, the first monthly fee must be paid in full.

5.2 Contractual Amendments

A reduction of the care time can take place three months in advance to the end of a month. The reduction must be submitted in written form or by e-mail and will be confirmed accordingly. An increase is possible at any time, subject to the utilization situation, and will only become effective with a written confirmation of the Murmeli Huus facility.

5.3 Exceptional Termination

If a child shows gross, unusual behavioural problems that were not noted at the time of registration and / or which cannot be integrated into the normal day-to-day life of the day care centre, the Murmeli Huus facility reserves the right to terminate the contract without notice. This applies in particular in the case of violent behaviour of a child towards other children or if parents refuse to clarify any behavioural problems by a corresponding specialist office. The paid care costs cannot be reclaimed.

6. Insurance, Liability & Illness

6.1 Insurance & Liability

Liability, compulsory health and accident insurance coverage is the responsibility of the parents. We cannot assume any liability for lost or damaged private objects. Therefore, leave precious jewellery such as bracelets, necklaces, etc. at home. Also for damage caused by a child, the parents are liable. Costs caused by illness or accident (e.g. taxi or ride to the hospital) are at the expense of the parents.

The parents must provide the following insurance documents upon conclusion of the care contract: Copies of the accident, health and personal liability insurance of the child. The Murmeli Huus has both a public liability insurance, as well as a statutory accident insurance. The liability of the Murmeli Huus facility is limited to intent and gross negligence.

Should the Murmeli Huus facility be closed for any reason whatsoever or have to suspend its operation permanently or temporarily, the assertion of damages is excluded. Also, no indirect damages can be asserted. This also applies in cases of force majeure.

6.2 Illness & Accidents

Sick children and especially children with infectious diseases are not permitted to visit the day care centre for the duration of the illness, as in this case the required special care cannot be guaranteed. This also to protect the other children from infection. Diseases must be reported to the management immediately, if possible stating the cause of the illness. The expected duration of the illness should be specified.

The childcare centre is to be informed immediately about the kind of the illness, if the child suffers from any of the following infectious diseases: measles, mumps, chickenpox, rubella, scarlet fever, head lice in case of recurrence, cholera, diphtheria, tuberculosis, polio or typhoid fever. About illnesses, which prevail in the day care centre, the parents will be informed by a notice board at the entrance.

Handicapped children (broken arm, broken leg, etc.) may be brought to the day care centre. It is up to the caregiver to decide how the child can participate in the activities. The Murmeli Huus rejects any liability for consequential damages or a delay in the healing process.

7. Information Obligations & Access to our Facility

7.1 Information Obligations

If a child cannot visit the Murmeli Huus facility once, this must be reported to the management or staff. Days on which the child cannot participate due to holidays, illness, or for other reasons cannot be repeated, neither charged nor refunded.

Address changes, changes of telephone numbers, etc. are to be announced immediately. Parents are required to read notices on the information board and emails about changes or announcements.

7.2 To- and From Childcare Centre

It must be clear who picks up the child. If the child is not picked up by the guardian on certain days, the management of the Murmeli Huus facility must be aware of who is entitled to pick up the child. For this, an authorization form with a copy of the ID of the authorized person(s) must be deposited.

The decision as to whether and when a preschool child is allowed to travel to the Murmeli Huus facility and home alone is up to the parent or guardian. The same applies to riding a bike.

The duty of supervision for the way to and from our facility lies solely with the legal guardians. If a preschool child is allowed to go home alone, this must be confirmed with the signature of the parent or guardian.

7.3 Driveway Gotthardstrasse Thalwil

Out of consideration for the neighbouring residents, parents who bring and / or pick up their children by car to the day care centre are not allowed to drive on the Weinbergstrasse above the day care centre. For access and parking, we ask parents to use the Gotthardstrasse only. No liability is accepted for incorrect parking or damage to vehicles.

8. Privacy & Applicable Law

8.1 Privacy

The Murmeli Huus facility agrees to silence and to keep all information provided to the fullest extent possible. A transfer of data to third parties is only within the scope of legal obligations and only with the assent of the parents allowed.

8.2 Applicable Law & Place of Jurisdiction

The relationship between the Murmeli Huus day care centre and the parents is governed by substantive Swiss law. The exclusive place of jurisdiction for all claims and / or disputes arising out of or in connection with the Murmeli Huus day care centre contract is the registered office location of ces group gmbh.

The Murmeli Huus day care reserves the right to adapt these terms and conditions to new circumstances and needs at any time. Changes or additions to these terms and conditions must be in written form in order to be effective and will be communicated to the parents. Oral side agreements are not valid.

8.3 Severability Clause

Should individual clauses of these GTC be or become invalid, wholly or partially unenforceable, or should a gap in this contract emerge, the validity of the other clauses shall not be affected. In lieu of ineffective or unregulated circumstances or provisions, an appropriate regulation comes closest to what is intended in the meaning and purpose of this contract.

MURMELI HUUS Day Care Centre
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