

AGREEMENT ON PROVIDING CHILDCARE SERVICES IN A CHILDREN'S GROUP

concluded pursuant to Section 13 of the Act No. 247/2014 Coll., on providing childcare services in a children's group, as mended (hereinafter referred to as the "**Act**") between:

Baby Nest z.s., ID No.: 07874731, with its registered office at Petra Bezruče 887/41, Praha 8, 182 00, registered in the Commercial Register maintained by the Municipal Court in Prague, file L, insert 71533/MSPH, represented by Sára Střihavková, the member of the Board of Directors

(hereinafter referred to as the "**provider**")

and

***Parents:**

Name and surname of the Father: _____, Birth Number**: _____,

Address: _____, Postcode: _____,

Tel.: _____, Email: _____,

Name and surname of the Mother: _____, Birth Number: _____,

***Address: _____, Postcode: _____,

Tel.: _____, Email: _____

(hereinafter referred to as the "**parents**" or each of them separately as the "**parent**")

as legal representatives of the child: _____, Birth Number: _____,

Place of Birth: _____, Address: _____,

Postcode: _____, Health Insurance Company: _____

(hereinafter referred to as the "**child**")

* The Agreement can be concluded by only one of the parents as well.

** If the birth number was not given (foreigners), please state your date of birth.

*** If different from the address of the father.

1. GENERAL PROVISIONS

- 1.1 By this Agreement, the provider undertakes to provide the child with childcare in a children's group pursuant to the Act.
- 1.2 The parents undertake to ensure the presence of the child in the children's group and to cover the costs of the service provided and other potential costs associated with leisure activities of the children's group, for the duration of this Agreement, in the amount stated below and within the set dates.

2. THE PLACE AND TIME OF CHILDCARE SERVICES IN THE CHILDREN'S GROUP, THE DURATION OF THE AGREEMENT

- 2.1 The childcare will be provided at the address: Petra Bezruče 887/41, Praha 8, 182 00.

2.2 The parties have agreed that the childcare shall be provided in the following times (*circle the chosen option*):

Day	Time frame (select morning or all-day option)	Care provided on this day (Yes/No)	Optional afternoon activities for children under 3 years (Yes/No)
Monday	7:30 – 13:00 / 7:30 – 15:30		
Tuesday	7:30 – 13:00 / 7:30 – 15:30		
Wednesday	7:30 – 13:00 / 7:30 – 15:30		
Thursday	7:30 – 13:00 / 7:30 – 15:30		
Friday	7:30 – 13:00 / 7:30 – 15:30		

2.3 Reservation of the provided service is effective from:

2.4 During weekends, public holidays, and from 23 December to 2 January of the given year the childcare is not provided. The childcare is also not provided during 1 “sanitary” week a year which will be announced to the parents at least 1 month in advance.

2.5 The Agreement is concluded no later than 31.8. before the start of compulsory schooling.

2.6 Either party is entitled to terminate this Agreement in writing without giving any reason with a one-month notice period starting on the first day of the calendar month following the delivery of the notice and ending on the last day of the relevant calendar month. The provider may terminate this Agreement with immediate effect, if

- the parent or the child seriously and repeatedly interferes with the operation of the children's group (for example: repeated late pick-ups of the child, repeated absences of the child, severe damaging of the provider's property, etc.);
- the payment for the services provided or for another payment resulting from this Agreement is more than ten days past its due date;
- the parent fails to provide the necessary documents or otherwise violates the provisions of this Agreement,
- the parent has provided untrue or incomplete information about the child's health;
- the child suffers from psychological or other disorder which is not manageable without professional assistance;
- the child is unmanageable within the group, has not adapted to the group, repeatedly disrupts the programme of the group, physically attacks others or violates the internal rules of the provider in any other serious manner.

2.7 For reasons worthy of special consideration, for example in case of the parents changing their address, the obligations resulting from this Agreement can be terminated by a bilateral written agreement. The provider shall not prevent the conclusion of such termination agreement without a valid reason.

2.8 In case of a sudden quarantine or other situation which results in the services being suspended, the parents will be informed about this situation immediately. During this restriction, the monthly payment is not reduced. During public holidays, the childcare is not provided and for such days the payment is not reduced. It is possible to agree on an individual childcare outside of this schedule.

3. PAYMENT OF THE COSTS FOR THE SERVICES PROVIDED AND MEAL FEES

3.1 The childcare services of the children's group are offered in exchange for a full payment of the costs (hereinafter referred to as the "**payment**") according to the current price list of the provider; this does not apply in cases in which the financing of this service is provided using the contribution to the operation of the children's group per capacity place occupied by a child aged from 6 months to 31 August after the child reaches the age of 3 years, where the childcare service in the children's group is provided on a cost reimbursement basis by the parent at the maximum rate stipulated by law.

3.2 The payment amount is stipulated according to age group of the child by the price list of the provider (hereinafter referred to as the "**price list**"), which is a part of this Agreement. By signing this Agreement, the parents confirm that the price list has been presented to them and that they agree with the payment amount stipulated in this price list. The prices are without VAT (the provider is not a payer of VAT). The price list is publicly accessible on the website of the provider <https://cs.babynest-nursery.com/pricelist>.

3.3 The provider is entitled to unilaterally change the price list, provided that each such change is communicated to the parents of the child at least 2 months before the change is effective; if the parents do not agree with the change of the price list, they are entitled to withdraw from the Agreement in writing within 14 days of receipt of the notice of change of the price list.

3.4 In case the child is not picked up from the children's group in time according to the chosen time programme, the provider

charges the amount of CZK 200 per hour for each started hour of childcare that has been provided beyond the agreed time programme. The same amount is charged by the provider in the case of provision of any other childcare beyond the scope of this Agreement, including “ad hoc childcare”.

- 3.5 The payment **does not cover** the payment for meals and drinks (hereinafter referred to as the "**meal fees**"). Meal fees are paid separately in the amount specified in the price list. Meals are provided through the provider's contractual partner.
- 3.6 The payment also **does not include** special optional afternoon activities for children up to 3 years of age, which are paid separately, in the amount specified by the provider in the price list.
- 3.7 By signing this Agreement, the parents undertake to inform the provider in writing about all the allergies and diseases of the child, no later than on the day of the child joining the children's group. In case the parents do not inform the provider, it is understood that the parents explicitly stated that the child does not have any disease or common food allergies. Parents are responsible for any harm caused by failing to provide information or providing incorrect information. Furthermore, if the child begins to suffer from a disease or allergies while this Agreement is in force, which result in certain foods or drinks not being suitable for the child, the parents undertake to inform the provider without undue delay about this new situation.
- 3.8 The due date of the payment is always the 5th day of the given month when the childcare is being provided.
- 3.9 The payment may be made to the provider either in cash against a written confirmation or by a bank transfer to the account number: 2301657910 / 2010, IBAN: CZ1020100000002301657910, BIC/SWIFT: FIOBCZPPXXX. The parents shall state their child's name in the payment information. If the payment information changes, the provider shall inform the parents in writing or by an e-mail.
- 3.10 Unless otherwise agreed by the parties, for the duration of the Agreement the payment is due also for the period when the child was not present in the children's group, despite being properly registered. In case of missed days, the payment is not refundable. In case of the child being absent from the children's group, the parents are not entitled to require childcare service on a different day as a replacement, not even in case of illness or long-term holiday.

4. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES, INTERNAL RULES, DISEASES OF THE CHILD

- 4.1 The provider undertakes to provide childcare in the children's group by qualified personnel in accordance with Section 5 et seq. of the Act.
- 4.2 The provider undertakes to ensure that the premises which serve for providing childcare in the children's group comply with the effective hygiene standards.
- 4.3 In case symptoms of a disease appear in the child, the provider undertakes to immediately notify the parents in the fastest way possible (especially by phone) and to deliver the child to the parents or to ensure the provision of health care.
- 4.4 In case the provider has a reasonable suspicion that the child is suffering from a disease, the provider is entitled not to provide childcare services to the child, or to request a medical certificate confirming that the medical state of the child is suitable for staying with other children.
- 4.5 After the end of the childcare, the parents undertake to collect the child in person, or to submit a written consent with the pick-up of the child by another person.
- 4.6 The parent is obliged to provide the provider with a **medical certificate** of the child's medical fitness and a document pursuant to Section 11(1)(h) of the Act¹ no later than on the day the child starts attending the children's group. If there is a change in the child's medical capacity, the parent is obliged to submit a new medical certificate to the provider within 10 days from the date of expiry of the original medical certificate.
- 4.7 The parent who enters into this Agreement declares that he/she is employed, a full-time student, registered as a jobseeker or self-employed and is obliged to pay pension insurance contributions and state employment policy contributions. In order to prove this fact, the parent is obliged to provide the provider with the documents referred to in Section 11(1)(i) or Section 11(4) of the Act respectively, no later than on the day the child starts attending the children's group, which are:
 - a) an employment contract or other document proving the existence of the parent's primary employment or service relationship,
 - b) if the parent's full-time studies are being proved, a certificate of studies,
 - c) if the parent's registration as a job seeker is being proven, a certificate from the Labour Office - regional branch of the Labour Office or a branch of the Labour Office for the capital city of Prague stating that the parent is registered as a job seeker,
 - d) if the obligation of the self-employed parent to pay pension insurance contributions and the state employment policy contribution is being proven, an affidavit of the self-employed parent on the obligation to pay pension

¹ A medical report on the child's medical fitness, including proof that the child has received the prescribed routine vaccinations or is immune to the disease or cannot receive the vaccinations due to a contraindication; the medical report and the document shall be issued by the registering child and adolescent general practitioner or child and adolescent general practitioner if the child does not have a registering provider.

insurance contributions and the state employment policy contribution.

- 4.8 The parent is obliged to notify and document to the provider any changes to the facts stated in the documents referred to in Section 11(1)(i) of the Act (or Article 4.7 of this Agreement respectively) within 10 days of their occurrence.
- 4.9 Other conditions of childcare are stipulated in the internal rules of the provider and in the concept of education and childcare. By signing this Agreement, the parents confirm that they have made themselves familiar with the internal rules of the provider and the concept of education and childcare. By signing this Agreement, the parents undertake to observe and abide by the internal rules of the provider.

5. FINAL PROVISIONS

- 5.1 The relations between the contracting parties are governed by the provisions of Czech law, especially by the Civil Code and the Act.
- 5.2 Each parent separately is entitled to make decisions on behalf of both parents and the child in matters resulting from this Agreement.
- 5.3 The parents of the child declare that they have familiarised themselves with the privacy notice of the provider, which is available on the provider's website (<https://www.babynest-nursery.com/>) in the section dedicated to personal data protection. The parent acknowledges that the provider is obliged by law to keep this Agreement for the period for which the contribution to the operation of the children's group is due and for a further period of 10 years. Similarly, the provider is required to retain the information and documents contained in the child records of a particular child for a period of 10 years from the termination of the provision of child care services in the children's group.
- 5.4 The child's parents undertake to report without undue delay any change of the personal data processed.
- 5.5 By ticking the "I agree" box below, the parents give their consent that the provider may take photos and make audio or audio-visual records of the child and the parents and send these photos and records to parents of children in the children's group (i.e. to all legal representatives of the children in the children's group, not only to parents in the meaning of a contractual party to this Agreement). The provider undertakes to treat the records with care and to respect the dignity of the child. The parents have the right to withdraw their consent at any time. The withdrawal of the consent is without prejudice to the lawfulness of processing based on the consent given prior to its withdrawal.

☐ I agree ☐ I do not agree

- 5.6 Any changes to this Agreement may be made only by a written agreement of all contracting parties.
- 5.7 This Agreement was executed in two copies, one for each party.
- The Annexes to this Agreement are: the internal rules of the provider, the concept of education and childcare and the price list. By signing this Agreement, the parents confirm that they received all the Annexes and made themselves familiar with them.
- 5.8 The contracting parties declare that they have read the terms of this Agreement and that they have understood them. By signing this Agreement, both parties confirm that they are willing to accept the obligations established by this Agreement. The contracting parties hereby also confirm that they have received their copy of this Agreement.

In Prague on _____

on behalf of Baby Nest z.s.
Sára Střihavková,
member of the Board of Directors

In Prague on _____

Name of the parent*:

Name of the parent:

* The Agreement may be signed also only by one parent.