

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.: _____, 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 _____, represented by Sára Štrihavková, 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 Bezručě 887/41, Praha 8, 182 00.
- 2.2 The childcare in the children's group is provided during working days and at the time (programme) chosen by the parents, but no earlier than 8.00 AM and no later than 5.30 PM.
- 2.3 The parties have agreed that the childcare shall be provided in the following time programme (*circle the chosen option*):

ALL DAY / MORNING / AFTERNOON / COMBINED

- 2.4 The exact times of provision of childcare according to the chosen programmes are specified in the internal regulations of the provider, which are annexed to this Agreement. The provider is entitled to unilaterally change the times when the childcare is being provided by changing the provider's internal rules, provided that each such change is communicated to the parents of the child at least 1 month before the change is effective; if the parents do not agree with the change of the time when the childcare is provided, they are entitled to withdraw from the Agreement in writing within 14 days of receipt of the notice of change.
- 2.5 The parties may agree on changes in the chosen time programme of childcare.
- 2.6 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.
- 2.7 The Agreement is concluded for an indefinite period of time.
- 2.8 Each party is entitled to terminate this Agreement in writing without giving any reason with a one-month notice period commencing from the date of delivery of the written notice to the other party. The provider is entitled to terminate this Agreement with immediate effect, if
- a) 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.);
 - b) the payment for the services provided or for another payment resulting from this Agreement is more than ten days past its due date;
 - c) the parent has provided untrue or incomplete information about the child's health;
 - d) the child suffers from psychological or other disorder which is not manageable without professional assistance;
 - e) 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.
- 2.9 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.
- 2.10 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, MEAL FEES, CHILDCARE TYPES AND TIME

- 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.
- 3.2 The payment amount is stipulated for individual childcare types (programmes) according to frequency 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 according to their selected type of childcare. 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://www.babynest-nursery.com/cenik>.
- 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 3 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 150 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 covers the payment for meals and drinks (hereinafter referred to as the "**meal fees**"). This includes lunches (not applicable for the afternoon programme option) and snacks that are served by the provider twice a day. Catering is provided through the provider's contractual partner.
- 3.6 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.
- 3.7 The due date of the payment is always the 5th day of the given month when the childcare is being provided.
- 3.8 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: CZ102010000002301657910, 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.
- 3.9 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.

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, Subsection 5 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 parents confirm that the child underwent the compulsory periodic vaccination pursuant to the generally binding legal regulation, or that they possess a proof that the child is immune to the disease or unable to undergo vaccination due to permanent contraindication. Furthermore, the parents undertake to ensure that the child receives appropriate vaccination during the term of this Agreement according to the generally binding legal regulation.
- 4.7 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 in the section dedicated to personal data protection.
- 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 audiovisual 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 If one or more provisions of this Agreement are void, invalid or unenforceable, it will not result in the Agreement as a whole being void, invalid or unenforceable. In such a case, the contracting parties shall replace such void, invalid or unenforceable provision with a provision that will best correspond to the sense of the void, invalid or unenforceable provision.
- 5.8 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.
- 5.9 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.