



EVROPSKÁ UNIE  
Evropské strukturální a investiční fondy  
Operační program Praha – pól růstu ČR



## Contract on providing child care services in a children's group

On the below stated day, month and year, the contractual parties:

**Zdravotnické zařízení městské části Praha 4**  
registered office at Kotorská 1590/40, 140 00 Prague 4  
Identification Number: 44846291  
represented by Ing. Jan Schneider, director  
(further referred to only as the "Provider")

and

**Name:**  
**Surname:**  
**Date of birth:**  
Permanent residence address:  
Bank account no.:  
E-mail:

and

**Name:**  
**Surname:**  
**Date of birth:**  
Permanent residence address:  
Bank account no.:  
E-mail:

(further jointly referred to as "Recipient")  
(together also "contractual parties", or "contractual party" only)

enter into this

### Contract on providing child care services in a children's group

pursuant to Section 13 of Act no. 247/2014 Coll., on providing child care services in a children's group, as amended, in accordance with Section 1746 and also Act no. 89/2012 Coll., Civil Code, as amended  
(further only "Contract")

as follows:

I.

Introductory declaration

- 1.1 The Provider is holding a license on providing child care services in a children's group pursuant to Section 4, subsection 1

II.

Subject of the Contract

- 2.1 This Contract delineates providing child care services in a children's group by the Provider to the child, birth certificate no., outlines contents and conditions of this care, and also rights and responsibilities of the Provider and the Recipient.
- 2.2 The child care services in a children's group are provided on these premises: Kotorská 40 or Rabasova 12, 140 00 Prague 4.
- 2.3 The Recipient agrees with a possibility of an exceptional change of the premises where the child care services in a children's group are provided, particularly due to operational reasons of the Provider.
- 2.4 Alternative premises where the child care services in a children's group are provided: Rabasova 1068/12 or Kotorská 40, 140 00 Prague 4. These premises meet the hygienic and safety, as well as other legal requirements, for providing child care services in a children's group.
- 2.5 The Recipient further agrees with a possibility of temporary placement of the child in a different children's group managed by the Provider, particularly due to organizational or operational reasons of the Provider. The child will be provided with the same standard services as he/she is provided with in a children's group where he/she is registered, according to this Contract.
- 2.6 Times of providing child care services in a children's group are set to the time period from Monday through Friday, from 6:30 a.m. to 5 p.m.
- 2.7 The Recipient know that the stay in the children's group is for 5 days a week.
- 2.8 The Recipient acknowledges that providing child care services in a children's group does not take place in the period of time before Christmas holidays and between the Christmas and New Year's holidays. Specifically, the services are not provided from.... to.... The Recipient agrees with the above stated by undersigning this Contract.
- 2.9 Further, the Recipient agrees to and acknowledges that child care services in a children's group are not provided during the summer vacation period, specifically, during months of July or August, due to technical and operational alterations of the premises where the children's group is operated.

III.

Child care services

- 3.1 For purpose of this Contract, as child care services in a children's group are understood, pursuant to Section 2 of Act. no. 247/2014 Coll., on providing child care services in a children's group, activities consisting of a regular care for a child from one year of age up to the age of starting the compulsory education, which are provided outside of the child's home in a group of children, and which are focused on ensuring that the child's needs are met and on the child's upbringing and development of abilities, as well as cultural and hygienic habits.

IV.

Educational program

- 4.1 The Provider hereby undertakes to provide the child of the Recipient with care in a children's group based on a childhood educational program "Learning about the world around us". This early-childhood educational program takes into account specifics of work with children from

age 1 to 4. The program is available for download on the organization's web pages and is also available on the premises of the children's group.

V.

Payment for the services

- 5.1 The Recipient undertakes to pay the reservation fee in the amount of 5.000, - CZK when signing this contract. Upon payment of the reservation fee, the Provider undertakes to guarantee a place in the children's group until the date of entry of the child into children's group according to Article XIV. this contract.
- 5.2 In the event that the child does not enter into the children's group without prior agreement with the provider and the recipient does not report this fact within fifteen (15) days prior to the date of the child's presumed arrival in the child group, the reservation fee according to the previous point shall be fully paid to the provider. By signing this agreement, the recipient understands to that rules.
- 5.3 When a child enters to the children's group, the reservation fee is regarded as a deposit that will be billed to the recipient by the provider upon leaving the child the children's group, resp. upon termination of this Agreement.
- 5.4 The Recipient undertakes to pay a fee for the childcare service according to the valid price list in the amount of CZK 4,000 per month retroactively for each month, based on the bill submitted by the Provider. In addition, the recipient undertakes to pay the fee for the meal allowance and drinking regime on a monthly basis in accordance with the number of days in the given month spent by the recipient's child in the children's group, based on the bill submitted by the provider. The amount of the subsistence allowance is stipulated in the Rules of Operation of the Children's Group, which is Annex No. 1 to this Contract and forms an integral part thereof.
- 5.5 Payment for the childcare services is due on the 5th day of the calendar month following the month, in which the service was provided. Payment for meals is due on the 5th day of the calendar month following the month, in which the meals and drinks were provided.
- 5.6 The Parties may choose the method of payment for all services provided. Payments can be made:
  - 1) through direct debit payments to the Provider's collection account specified in the heading of this Agreement. Consent to Implementation The Direct Debit Order Form is Annex 2 hereto and, if signed by the Beneficiary, forms an integral part thereof.
  - 2) in any other way. In this case, however, the beneficiary acknowledges that if the payment is made in a manner other than that specified in the previous point, for example, a cash payment directly in the children's group's premises, the operator will be charged an administrative fee of CZK 100.
- 5.7 The Recipient acknowledges that during the term of this Agreement, the absence of a child in a children's group is not a reason to suspend the childcare fee in accordance with Section 5.4 hereof. The recipient is therefore obliged to pay the provider for the childcare service also for the calendar month in which the child did not physically enter the child group.
- 5.8 The Recipient acknowledges that the Provider has the right to demand payment for the provided care of a child, even if the recipient does not receive timely notice of the child's leaving the children's group. It is necessary to submit the information about the child's leaving

attendance in writing and deliver it to the children group to employees attending the child, or the headmaster of the children group or the provider's headquarters, by the 15th day of the calendar month preceding the month in which the child terminates their attendance. To end attendance it is possible to use a sample form, which is located on the provider's website.

## VI.

### Provider's rights and responsibilities

- 6.1 The Provider is hereby entitled to refuse acceptance of a child for the day in case the child appears to be sick, in accordance with section 7.7 of Article VII. of this Contract.
- 6.2 The Provider is hereby entitled to request a medical statement that confirms the child's state of health after his/her sickness from the child's physician. The Recipient hereby agrees with the above.
- 6.3 Further, the Provider is hereby entitled to remove from his evidence a child whose absence in the children's group has not been properly excused for a period of two (2) months.
- 6.4 The Provider hereby undertakes to provide the child with security, his/her basic needs, meals including the fluid intake regime, and activities for development of his/her skills during the time of the child's presence on the children's group premises. Further, the Provider will secure outdoor activities and sufficient resting time in an appropriate environment for the child. The Provider will secure instructional and educational care during the period of providing the child care services (i.e. child's social skills development, hygienic habits, cultural habits adequate to the child's age etc.). The Provider hereby undertakes to realize the childhood educational program "Learning about the world around us" in accordance with the section IV. of this Contract.
- 6.5 The Provider hereby undertakes to provide the Recipients with information on the child's development on regular basis.
- 6.6 The Provider hereby undertakes to secure the necessary liability insurance.
- 6.7 The Provider hereby undertakes not to provide data to a third persons.

## VII.

### Recipient's rights and responsibilities

- 7.1 The Recipient is hereby entitled to get timely and comprehensive information about his/her child attending the children's group.
- 7.2 The Recipient is hereby entitled to ask for a filled Confirmation of the child's placement in the children's group from the Provider for legal tax relief purposes.
- 7.3 The Recipient is hereby obliged to ensure that the child will arrive to the children's group premises at 9 a.m. the latest; pursuant to the Operational Rules of the children's group that are an integral part of this Contract, see attachment no. 1.
- 7.4 The Recipient is hereby obliged to pick-up the child until 4:45 p.m. the latest, pursuant to the Operational Rules of the children's group that are an integral part of this contract, see attachment no. 1.
- 7.5 The Recipient is hereby obliged to inform the Provider of the child's absence until 8 a.m. on the given day the latest.
- 7.6 The Recipient hereby undertakes to not come to collect the child between 12 p.m. and 2 p.m., i.e. during the time when the children are sleeping.
- 7.7 The Recipient hereby undertakes not to bring a child that is not entirely healthy to the children's group (i.e. he/she has a strong cough, purulent rhinitis or a higher temperature); in

case the Recipient does not fulfill this commitment, the Provider is entitled to refuse acceptance of the child into the program for the given day or to ask a physician to assess the medical state of the child.

7.8 By handing the child over to the children's group, the Recipient implicitly confirms that the child does not have any symptoms of sickness.

7.9 The Recipient is, pursuant to Section 11 of Act no. 247/2014 Coll., on providing child care services in a children's group, obliged to inform the Provider without delay about the following facts:

- a. child's name, resp. names, and surname, birth certificate number, and address of residence,
- b. name, resp. names, and surname(s) of parents, and address of residence of at least one parent (Recipient), if different from the child's address of residence,
- c. name, resp. names, surname, and address of residence of a person who can come to collect the child, based on the parent's (Recipient's) authorization,
- d. child's health care insurer
- e. phone number, or other contact resp. of the parent (Recipient) and of the person stated under letter c) hereinabove
- f. information about the child's medical state and about the possible limitations caused by thereof, by which the services provided in the children's group could be impacted; the parent is obliged to inform the Provider about any change of the child's medical state or potential limitations related to the change of his/her medical state, by which the services provided in the children's group could be impacted, e.g. allergies, diets, resp. medications taken by the child. The Provider is not responsible for the situations he has not been informed about; the Recipient agrees with the statement by undersigning this Contract,
- g. information about the fact that the child was subjected to regular vaccinations, or that he/she is immune against the infection or he/she cannot be vaccinated due to a lasting contraindication.

- Evidence of information stated in section 7.9, letters a) to e), and any changes to the aforementioned must be provided by the Recipient to the Provider in a form of a written statement.
- Evidence of information stated in section 7.9, letters f) and g) and any changes to the aforementioned is the Recipient obliged to provide to the Provider before the parties enter into the Contract on providing child care services in a children's group.

7.10 The Recipient hereby agrees by undersigning this contract that in case his/her child is not collected within the operation hours stated in section 2.6 of Article II. of this Contract, which is set pursuant to Operational Rules (integral attachment no. 1 of this Contract), the responsible carer / professional member of staff on duty will contact the operation service center of the Police of the Czech Republic - Kongresová 2.

Provider's responsibility for the child committed to his care

- 8.1 The Provider is responsible for the child committed to his care by the Recipient; starting from the time when the Recipient hands over the child to the professional member of the staff of the children's group, until the time when the child is handed over back to the Recipient.
- 8.2 Responsibility of the Provider in this regard is conducted pursuant to general obligatory and valid legal regulations.
- 8.3 The child will be handed over back to the Recipient or to the person authorized in writing by the Recipient.

IX.

Consent of the Recipient

9.1 By signing this Agreement, the Recipient acknowledges that he / she has been aware of the fact that, within the Children's Group, persons who are deepening their professional training here temporarily participate in the form of staff training in order to allow the successful completion of final care examinations for a child.

9.2 In the event that the Provider draws a financial subsidy from the European Social Fund or other subsidy program for operations or activities directly related to the child group, the Recipient undertakes to fill in the project forms (Participant Card, Confirmation from employer, etc.). The provider is obliged to collect this information as the recipient of the subsidy and process solely for the purpose of demonstrating the proper and effective handling of funds provided for the implementation of the project. The data from these forms can be checked by the implementation structure staff or by those charged with performing the inspection while maintaining confidentiality of all data checked.

X.

Operational Rules – internal regulations

- 10.1 Contractual parties hereby undertake to abide by the "Operational Rules" that serve as business terms and conditions pursuant to Section 1752 of the Act no. 89/2012 Coll., Civil Code.
- 10.2 The Recipient hereby acknowledges that in case there will arise a need for a future reasonable change of these Operational Rules later, after this Contract has been concluded, the contractual parties agree that the Provider is entitled to change the Operational Rules to an adequate extent.
- 10.3 The Recipient will be informed about the change in the Operational Rules pursuant to the section hereinabove in an e-mail or a written form, and the change will be also published on Provider's web pages; at the same time, it will be also available on the premises of the child care services in a children's group.
- 10.4 The Recipient is entitled to refuse such changes and this Contract, and to terminate this Contract on basis thereof.
- 10.5 Operational Rules are available for download on web pages [www.zzpraha4.cz](http://www.zzpraha4.cz) and are also available on the Provider's premises.
- 10.6 By undersigning this Contract, the Recipient explicitly confirms that he/she is familiar with the Operational Rules, that he/she understands the text and that he/she agrees with the aforementioned.

10.7 Further, by undersigning this Contract, the Recipient hereby agrees that all his/her potential questions regarding the Operational Rules were answered by the Provider to the full extent.

XI.

Child's boarding conditions

- 11.1 Meals for the child, including the fluid intake regime, are provided by the Provider within the children's group in his own kitchen, based on the agreement with the Recipient.
- 11.2 Meals throughout the day will be tailored to the age structure of the group.
- 11.3 Children have access to different types of drinks during the day.
- 11.4 More information on the child boarding conditions can be found in the Operational Rules of the children's group that are an integral part of this Contract, see attachment no. 1.

XII.

Procedure in case of child's sickness

- 12.1 In case the child becomes sick at home, the Recipient is obliged to excuse the child's absence in the children's group until 8 a.m. After sickness, it is obligatory to provide a medical statement from the child's physician, confirming that the child is allowed back to the children's group.
- 12.2 In case the child becomes sick in the children's group, the child will be isolated from the other children until his/her parents come; the parents are immediately notified and are asked to come and collect the child as soon as possible. Parents will be given a request for examination form for the child's physician by the carer; the form needs to be brought back to the carer at the time when the child is returning back to the children's group.

XIII.

Contract duration

- 13.1 This Contract is concluded as a fixed-term contract. It will commence on the day of the Contract signature by both contractual parties and will terminate on ...
- 13.2 Recipient's child, further specified in section 2.1 of Article II. of this Contract will commence attendance in the children's group on ....

XIV.

Contract termination

- 14.1 This Contract can be terminated by:
  - a. Written agreement by both contractual parties.
  - b. By a notice, given either by the Recipient or by the Provider, in a written form, even without giving any reason as to why. The notice period is 1 month and it commences on the first day of the calendar month following the month, in which the written notice was demonstrably delivered to one of the contractual parties. The Recipient is hereby obliged to pay the costs related to the fact that the child is registered in the children's group, even in case the child does not attend the program.
  - c. Contract withdrawal. The Provider is entitled to withdraw from the Contract concluded in case the Recipient does not pay the fees stated in Article VI. of this Contract. The Provider is further entitled to withdraw from the Contract concluded in case the Recipient's attitude will represent a gross violation of accepted principles of morality and rules of common courtesy (e.g. offensive language used when speaking

to the children's group staff, aggressive behavior, physical threats, assault etc.)  
Contract withdrawal validity starts at the time of its delivery to the Recipient.

d. When meeting the conditions set forth in Section VI. of this contract.

## XV.

### Final provisions

- 15.1 It is not possible to apply the possibility of modified acceptance as specified in Section 1740, subsection 3, first sentence, of Act no. 89/2012 Coll., Civil Code, as amended, to conclusion of this Contract or its potential amendments or other agreements consequential to this Contract. Thus it is not possible to accept this offer to conclude this Contract as valid with any change or difference made that is changing the terms and conditions of the offer.
- 15.2 This Contract is drawn up in three (3) original copies; the Provider will get two copies and the Recipient will get one copy thereof.
- 15.3 This Contract embodies the entire understanding of the contractual parties and shall supersede all previous communications, representations or understandings, either oral or written between the contractual parties relating to the subject matter hereof.
- 15.4 The contractual parties hereby agree that the rights and responsibilities arising from this Contract pass to their legal successors.
- 15.5 In case any of the provisions or its part in this Contract will be deemed as invalid or apparent, and it will be possible to separate such provision from the rest of the Contract content, the terms and conditions for its invalidity or apparentness will become valid only for the part hereinabove, in case it can be reasonably expected that this legal action would be taken also without such invalid or apparent part, should the contractual party recognize its invalidity or apparentness in good time. In such case, the contractual parties hereby further agree to supplement aforementioned invalid or apparent provision or its part by a new provision with a similar meaning pursuing an identical purpose and sense.
- 15.6 All changes to this Contract have to be drawn up in a form of chronologically numbered written amendments signed by all contractual parties.
- 15.7 This Contract and the relations emerging from thereof are conducted by the legal code of the Czech Republic, by the Act no. 89/2012 Coll., Civil Code, as amended, especially, together with Act no. 247/2014 Coll., on providing child care services in a children's group, as amended.
- 15.8 This Contract becomes valid and effective on the day of its signature by all contractual parties.
- 15.9 Both contractual parties hereby declare that this Contract was made by their sole consensus and was not conducted under duress or otherwise unfavorable conditions. The contractual parties confirm the obligations arising hereof by signing this Contract.

#### Amendments:

- Amendment no. 1 – Children's group Operational Rules
- Amendment no. 2 – Debit payment order
- Amendment no. 3 – Educational plan

In Prague, on .....

In Prague, on .....



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Provider

.....

Recipient

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Recipient

SAMPLE