



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:

Birth certificate no.:

Permanent residence address:

Bank account no.:

E-mail:

and

Name:

Surname:

Birth certificate no.:

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

I.

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 1590/40, 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, 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 acknowledges that the stay in the DS is intended for the regular attendance for a child for a 5 days at 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 and August, due to technical and operational alterations of the premises where the children's group is operated.

II.

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.

III.

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.

IV.

Payment for the services

- 5.1 The Recipient undertakes to pay in cash, upon signing the contract, a reservation fee of CZK 5,000 within. After paying the reservation fee, the Provider undertakes to guarantee the place in the children's group until the day the child joins this group.
- 5.2 In case the child does not start attending the children's group without the preliminary agreement between the Recipient and the Provider, and the Recipient does not announce this fact at least fifteen (15) days before the presumed start of the child in the children's group the latest, then pursuant to section 14.2 in Article XIV. of this Contract and pursuant to the section mentioned hereinabove, the full amount of the reservation fee belongs to the Provider. The Recipient agrees with the above stated by undersigning this Contract.
- 5.3 On the day the child starts attending the children's group, the reservation fee would be regarded as a deposit and the accounts will be settled by the Provider with the Recipient upon the date when the child terminates the attendance of the children's group, on the termination date of this Contract respectively.
- 5.4 The Recipient hereby undertakes to pay the monthly fee CZK 4000,-for the child care. The amount will be paid retrospectively for each month on basis of the Provider's settlement of expenses. Further, the Recipient undertakes to pay for meals and the child's daily fluid intake on monthly basis retrospectively, according to the number of the days in the given month that the child attended the children's group. The amount will be paid on basis of the Provider's settlement of expenses. The cost of meals is stated in the Operational Rules of the children's group that are an integral part of this Contract, see attachment no. 1.
- 5.5 Payment for the child care 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 contracting parties may chose choose the method of payment for all services provided. Payment can be carried out:
 1. by direct debit payment to the provider's collection account specified in the title of this contract. The Form of the payment order will be given to the Recipient on the day of the child's entry into the group and the Recipient is obliged to return it back to the provider no later than the 5th working day from the day of taking over. This payment order form is also available for download from the provider's website.
 2. the Recipient understands that in case of a different form of payment than the aforementioned, for example, in cash directly on the children's group premises, the Provider reserves the right to impose a fee of CZK 100 for each payment.
- 5.7 The Recipient acknowledges the absence of a child in child group is not a reason to suspend payment for a childcare service according to point 5.4 of this contract. The recipient is

therefore obliged to pay the provider a fee for the childcare service as well as for calendar month in which the child did not physically appear in the children's group.

- 5.8 The recipient acknowledges that the provider has the right to demand the payment for the care provided for a child, even if the recipient does not give the time the end of attendance child in a group. Information on the termination of the child's attendance must be submitted in a writing and to be delivered to the staff of the children's group, or to the provider's directorate, no later than the 15th day of the calendar month the previous month in which the child ceases to attend. Use the sample form that is located on the provider's website.
- 5.9 The recipient acknowledges that if the performance of this contract occurs on the part of the provider impossible due to force majeure, he is obliged to pay compensation for provided childcare, due to the fact that this payment is a payment for securing a place in the DS. For the purposes of the contract, circumstances of force majeure are considered to be extraordinary, objectively unavoidable circumstances preventing the fulfillment of the obligation under this contract, which occurred after the conclusion of this contract and cannot be averted by the provider. Epidemics are also among the higher powers, which may be related to adopt the necessary often appropriate to this situation restrictive measures.

V.

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 The provider has the right to terminate the contractual relationship and exclude from its records the child who for a period 1 calendar month does not appear in the children's group.
- 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 undertakes to comply with "Education and care plan" which is part of this contract.
- 6.7 The Provider hereby undertakes to secure the necessary liability insurance.
- 6.8 The provider undertakes not to provide data to a third party.

VI.

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 8:30 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. The minimum stay of a child in a group is 3 hours.
- 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 in accordance with the Internal 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.

VII.

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.

VIII.

Consent of the Recipient

- 9.1 By undersigning this Contract, the Recipient hereby confirms that he/she was informed about the fact that persons deepening their knowledge in the area of child care services are temporarily working within the children's group, in order to get practical training as child carers for purposes of finishing their studies.
- 9.2 The Recipient hereby undertakes to fill in project forms (monitoring sheets etc.), in case the Provider is funded by the European Social Fund or by any other subsidy schemes intended for operation or activities directly related to the children's group. The aforementioned information must be collected and processed by the Provider as a subsidy recipient solely in order to prove proper and efficient spending of the finances provided for the project realization. Data from these forms may be checked by implementation structure workers or persons authorized to perform controls, while subject to confidentiality obligations about all data being checked.

IX.

Operational Rules – internal regulations

10.1 Contractual parties hereby undertake to abide by the "Internal Rules" that serve as business terms and conditions pursuant to Section 1752 of the Act no. 89/2012 Coll., Civil Code. At the same time they undertake to observe the "Code of ethics for children's groups.

- 10.2 The Recipient hereby acknowledges that in case there will arise a need for a future reasonable change of these Internal Rules/Code of ethics later, after this Contract has been concluded, the contractual parties agree that the Provider is entitled to change the Internal Rules to an adequate extent.
- 10.3 The Recipient will be informed about the change in the Internal Rules/Code of ethics 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 Internal Rules and Code of ethics are available for download on web pages 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 Internal Rules and with Code of ethics, 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 Internal Rules and Code of ethics were answered by the Provider to the full extent.

X.

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.

XI.

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.

XII.

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

XIII.

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 the conditions set out in paragraph VI. are met. clause 6.3 of this contract.

XIV.

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 Internal Rules
- Amendment no. 2 – Education and care plan
- Amendment no. 3 – Code of ethics for children's group

In Prague, on

In Prague, on

.....

Provider

.....

Recipient

.....

Recipient

