



Contract for the provision of childcare services in a children's group

On the day, month, and year set forth below, the parties hereto enter into

Health facilities of the Prague 4 district

headquarters Kotorská 1590/40, 140 00 Prague 4

CIN: 44846291

represented by Dana Zichová, DiS., Director of the contributory organization

Collection account no.: 101298491/0800

(from now on referred to as the 'provider')

and

Name:

Last Name:

Date of Birth:

Permanent address:

Address for service:

Account no:

E-mail:

and

Name:

Last Name:

Date of Birth:

Permanent address:

Address for service:

Account no:

E-mail:

(from now on jointly referred to as 'the beneficiary')

(collectively, the 'Parties' or just 'the Party')

this

Contract for the provision of childcare services in a playgroup

according to Section 13 of Act No. 247/2014 Coll., on the provision of child care services in a children's group and amendments to related acts, as amended, and following Section 1746 et seq. of the Act 89/2012 Coll., Civil Code, as amended

(from now on referred to as 'the contract')

I.

Introductory statement

1.1 The provider is licensed to provide childcare services in a children's group according to Section 4(1) of Act No. 247/2014 Coll.

II.

Subject of the contract

- 2.1 This contract governs the provision of childcare services in the childcare group....., No..... by the provider to the child, born on, residing at, including the framework content and conditions of this care, as well as the rights and obligations of the provider and the recipient.
- 2.2 The place of provision of childcare services in the children's group is: Kotorská 1590/40, 140 00 Prague 4.
- 2.3 The Beneficiary understands that the location of the childcare services in the childcare group may be exceptionally changed, in particular for operational reasons of the provider.
- 2.4 The place of alternative provision of services is Rabasova 1068/12, 140 00 Prague 4. This location meets the hygiene and safety as well as other legal requirements for the provision of care services child care services in a children's group.
- 2.5 The Recipient furthermore understands that it is possible to use the temporary placement of the child in another playgroup operated by the provider, primarily for organizational or technical reasons. The child will be provided with the same standard of service as they will receive under this contract in the playgroup in which they are registered.
- 2.6 Details of the children's groups which are the location of the alternative provision of services, are set out in the document "Internal rules of the children's group," which forms Annex 1 and is an integral part of this contract.

III.

Time of service provision

- 3.1 The recipient registers their child for attendance in the children's group, and the provider guarantees a place for them from Monday to Friday (except public holidays) from 6:30 a.m. to 17:00. The Beneficiary acknowledges that childcare services in the playgroup are not provided during the Christmas holiday period. As a rule, the service is not offered from 23 December each year.
- 3.2 The recipient is informed of the date of closure during the Christmas holiday by the provider by posting the date on the provider's website by 31 August of the same year in which the closure occurs. By signing this contract, the beneficiary agrees to this.
- 3.2 Furthermore, the childcare service in the children's group is not provided during the summer holidays, specifically during July/August, with the knowledge and consent of the beneficiary, due to technical and operational adjustments to the premises used for the operation of the children's group. The beneficiary shall be informed of the date of the summer closure by the provider by publishing the date on the provider's website by 31 March of the year the closure takes place. By signing this contract, the beneficiary agrees to this.

IV.

Childcare service

For this contract, childcare service in a childcare group shall be understood as meaning Section 2 of Act No. 247/2014 Coll., on the provision of child care services in a children's group, an activity consisting of regular care for a child from one year of age until the start of compulsory schooling, which is provided outside the child's home in a group of children and which is aimed at ensuring the needs of the child and at the upbringing, development of the child's abilities, as well as cultural and hygienic habits.

V.

Educational program

The provider undertakes to provide the beneficiary's child with care in a playgroup based on the "Exploring the World Around Us" Education and Care Plan. The educational program considers the specificities of working with children from 1 to 4 years of age. The child group, education, and care plan are attached as Annex 2 to this contract and form an integral part. It is also available for download on the organization's website and can be consulted at the children's group premises.

VI. Fee for services

6.1 The Recipient agrees to pay a reservation fee of CZK 5,000.00 in cash upon signing this Agreement. The booking fee is the sum of the payment of the school fees for one month of CZK 4 000,- and the rounded amount of the child's boarding fee for a whole month's attendance of CZK 1 000,-. Upon payment of the booking fee, the Provider Provider guarantees a place in the playgroup until the day the child joins the playgroup.

6.2 If the child does not join the playgroup without prior Agreement between the recipient and the Provider Provider and the recipient fails to report this fact no later than fifteen (15) days before the child is expected to join the playgroup, the reservation fee, according to the previous paragraph shall be due to the Provider Provider in full. The Beneficiary understands this fact by signing this contract.

6.3 Upon the child's entry into the playgroup, the booking fee shall be deemed an advance payment which shall be invoiced to the Beneficiary by the Provider Provider upon the child's termination of attendance at the playgroup or termination of this contract.

6.4 The Beneficiary agrees to pay the fees for the childcare service by the applicable price list set out in the "Internal rules of the childcare group." The service fee is payable in arrears for each month based on a bill submitted by the Provider Provider. In addition, the recipient undertakes to pay the boarding fee monthly in arrears according to the number of days in the month that the recipient's child has spent in the playgroup based on a bill submitted by the provider. The meal allowance amount is in the 'Internal rules of the children's group.'

6.5 Payment for the childcare service and payment of the meal allowance is due on the 5th day of the calendar month immediately following the month they were provided.

6.6 The Parties have chosen to pay for all services provided by direct debit to the Provider's Provider's collection account set out at the head of this Agreement. A Consent to Make or Direct Debit Payment Authorisation Form shall be completed and submitted by the Beneficiary on the date of signing this Agreement. The 'Direct Debit Authorisation Form is available for download on the Provider's website.

6.7 If a direct debit payment fails, a cash payment must be made to the Principal Children's Group Leader immediately. This method of charge by the Beneficiary will always be subject to an administration fee of 100 CZK.

6.8 The Beneficiary acknowledges that during the term and effect of this Agreement, the absence of a child from the playgroup shall not be grounds for suspension of payment for the childcare service as per clause 6.4 of this Agreement. The Beneficiary shall therefore be obliged to pay the Provider the childcare service fee for the calendar month the child is physically absent from the childcare group following the applicable price list.

6.9 The Beneficiary acknowledges that the Provider has the right to seek reimbursement for the care provided if the Recipient fails to give timely notice of the termination of the child's attendance at the playgroup. Information about the termination of the child's attendance must be provided in writing and delivered to the staff of the child's group attending the child's group or to the prominent leader

of the child's group. The notice period is one month and starts on the first day of the calendar month immediately following the month in which the written notice is verifiably delivered to the Provider (e.g., if the beneficiary is not interested in the child's attendance from 1 January, the information must be provided to the Provider by 30 November). To terminate attendance, you can use the "Termination of a contract for child care services in a child care group" model on the Provider's website.

6.10 The Recipient acknowledges that if the performance of this Agreement becomes impossible on the part of the Provider due to an act of God, the Recipient shall be liable for payment for the duration of this Agreement for the childcare provided because this payment is paid for the provision and guarantee of a place in the childcare group.

For the Contract, force majeure shall be deemed to be exceptional and objectively unavoidable circumstances preventing the fulfillment of an obligation under this Contract that occurs after the conclusion of this Contract and cannot be avoided by the Provider. Force majeure includes epidemics, which may necessitate adopting necessary measures, often restrictive, appropriate to the situation.

6.11 The Beneficiary acknowledges that funding for the childcare service is provided by using the state contribution for the operation of the children's group.

VII.

Rights and obligations of the Provider

7.1 The Provider shall have the right to refuse to admit a child showing signs of illness on a given day by paragraph 8.7 of Article VIII of this Contract.

7.2 The Provider shall have the right to request from the parents a report from the attending physician confirming that the child's medical condition following the illness is satisfactory enough to allow the child to continue following the playgroup. The Provider is obliged to do so not only about the health of the child concerned but also about protecting the health of other children and caregivers in the playgroup. The beneficiary is aware of this fact.

7.3 The Provider is entitled to terminate the contractual relationship and to remove from its records a child who fails to attend the playgroup for one calendar month.

7.4 The Provider undertakes to ensure the child's safety, basic needs, food, including drinking, and the development of the child's skills during the child's stay in the premises of the playgroup. In addition, the Provider shall ensure that the child stays outdoors and has sufficient rest time in an appropriate environment. The Provider shall provide educational care for the duration of the provision of care services to the child, i.e., the development of the child's social skills, hygiene habits, age-appropriate cultural habits, etc. The Provider implements the Education and Care Plan "Getting to Know the World Around Us" by Article V of this Agreement.

7.5 The Provider undertakes to provide information on child development to the Beneficiaries.

7.6 The Provider undertakes to comply with the Education and Care Plan.

7.7 The Provider agrees to provide adequate liability insurance.

7.8 The Provider undertakes not to disclose data to any third party.

VIII.

Rights and obligations of the beneficiary

8.1 The beneficiary has the right to timely and complete information about their child attending the playgroup.

- 8.2 The Beneficiary has the right to require the Provider to issue a Certificate of Placement for the child in the playgroup to claim statutory tax credits.
- 8.3 The Beneficiary shall ensure that the child arrives at the playgroup premises by 8:30 am by the "Internal Rules of the Playgroup."
- 8.4 The Recipient must collect the child no later than 4:45 pm by the "Children's Group Internal Rules."
- 8.5 The recipient must report the child's absence by 8:00 am. If they fail, they must pay the boarding fee for that day.
- 8.6 The recipient does not pick up the child between 12:00 and 14:00, i.e., during the children's sleeping hours.
- 8.7 The recipient undertakes not to bring a child to the playgroup who is not entirely healthy (i.e., in particular, a severe cough, a purulent cold, or a raised temperature in the child); in the event of failure to comply with this obligation the Provider has the right not to admit the child to the playgroup program on that day or request a written assessment of the child's health from the parent.
- 8.8 By handing over a child to the playgroup, the recipient implicitly confirms that the child is not showing signs of illness.
- 8.9 Because the Provider is obliged to keep records of the children, the recipient is obliged to provide the following data and documents to the Provider without delay by Section 11 of Act No. 247/2014 Coll. on the provision of child care services in a children's group:
- a. the name, or names and surname, date of birth, and address of the child's place of residence,
 - b. the name, if applicable, of the parents and the address of the place of residence of at least one of the parents (the recipient), if different from the address of the child's place of residence,
 - c. the name, surname, and, where appropriate, the residence address of the person who may attend to the child on the authority of the parent (recipient),
 - d. an indication of the child's health insurance company, e. telephone or other contact details of the parent (beneficiary) and the person named (c),
 - f. 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 because of a contraindication; the medical report and the document shall be issued by the registering health care provider in the field of general medicine for children and adolescents or by the Provider in the field of general medicine for children and adolescents if the child does not have a registering provider,
 - g. information about the child's health condition and any limitations resulting from it that could affect the provision of childcare services in the children's group; the parent is obliged to inform the provider of any change in a health condition or any limitations associated with a change in a health condition that could affect the provision of childcare services in the children's group, for example, allergies, diets, any medications the child is taking. The provider is not responsible for unreported conditions that may adversely affect the child's health. The recipient is aware of this fact before signing this contract and understands it,
 - h. proof of the existence of the beneficiary's primary employment or service relationship, the beneficiary's full-time studies, the beneficiary's registration as a job seeker or the obligation of the beneficiary, who is self-employed, to pay advance payments of pension insurance premiums and contributions to state employment policy under other legislation. The recipient must provide proof of the latter when signing this contract and in exceptional and justified cases, no later than the day the child enters the playgroup.
- 8.10 The data referred to in paragraphs 8.9 (f) and (g), and any changes must be submitted by the Recipient to the provider before the contract for childcare services in a children's group is concluded.

8.11 The parent must notify and provide written evidence of any changes to the facts in the documents referred to in paragraph 8.9(a) to (h) within ten days of their occurrence.

8.12 If there is a change in the child's medical capacity, the parent must provide a new medical certificate within ten days of the date on which this occurred.

8.13 By signing this agreement, the Recipient agrees that in the event of failure to pick up their child under the operating hours specified in the "Internal Rules of the Children's Group," the Operations Centre of the Police of the Czech Republic, located at Kongresová 2, Prague 4, will be contacted by the educator on duty. In this case, the Police of the Czech Republic will contact the Department of Social and Legal Protection of Children of the Municipality of Prague 4 (OSPOD of the Municipality of Prague 4) on the emergency number available to them. The OSPOD of the Municipality of Prague 4 is then obliged to proceed by Section 15 et seq. of Act No. 359/1999 Coll, on children's social and legal protection and choose the next course of action to deal with the situation.

IX.

Responsibility of the provider for the child entrusted to them

9.1 The provider shall be responsible for the child entrusted to them by the recipient from the time, from the time the child is handed over by the recipient to the specialist worker of the children's group until the child is handed back to the recipient.

9.2 The provider's liability in this respect is governed by generally binding and effective legislation.

9.3 The child will be returned to the beneficiary or a person authorized in writing by the beneficiary.

X.

Consent of the recipient

10.1 By signing this Agreement, the recipient confirms that they have been made aware of the fact that the children's group is temporarily staffed by persons who are furthering their education and participating in the thus participating in this form of staff training.

10.2 If the Provider draws financial support from the European Social Fund or another subsidy program for the operation or activities directly related to the children's group, the beneficiary undertakes to complete the project forms (Participant card, Confirmation of link to the labor market, etc.). This information is to be collected by the Provider, as the recipient of the subsidy. The data from these forms may be audited by the staff of the implementing structure or by persons authorized to carry out the audit while maintaining the confidentiality of all audited data.

10.3 The Recipient acknowledges and consents to the capture and dissemination of their and their child's likeness, to inform service users, the general public, and funding bodies about the activities of the subject children's group.

10.4 The Recipient acknowledges that the Provider is unable, in respect of operational conditions and staffing and technical equipment, to provide care for a child with any special needs or disability of any kind.

10.5 The Provider shall retain documents relating to the children's records (i.e., also this Agreement) and containing details of the particular child for ten years after the end of the care provided for the child concerned in the playgroup. The documents will be handled by the rules to protect personal data. The recipient acknowledges and accepts this.

XI.

Internal rules

11.1 The Parties undertake to comply with the "Internal Rules of the Children's Group," which are commercial terms and conditions within the meaning of Section 1752 of Act No. 89/2012 Coll., the Civil

Code. They also undertake to comply with the "Code of Conduct for Children's Groups," which forms Annex 3 to this contract

and forms an integral part of the contract.

11.2 The Recipient is aware that if in the future, after the conclusion of this Agreement, there is a necessary or reasonable need to amend the "Internal Rules of the Children's Group" and the "Children's Group Code of Conduct," this will be reflected through a written amendment to this Agreement.

11.3 The need to amend the "Children's Group Internal Rules" or the "Children's Group Code of Conduct" as per the previous paragraph shall be notified to the recipient by email or in writing and published on the Provider's website and will also be available for inspection at the location where the Child Care Group Services are provided.

11.4 The Recipient shall have the right to reject such changes and to terminate this Agreement for that reason.

11.5 Both the "Internal Rules of the Children's Group" and the "Code of Conduct for Children's Groups" are available for download on the Provider's website for inspection at the Provider's premises and also form an annex to this Agreement.

11.6 By signing this contract, the Recipient expressly confirms that they have read, understood, and agreed to the "Internal Rules of the Children's Group" and the "Children's Group Code of Conduct."

11.7 The Recipient further confirms by signing this Agreement that any questions he may have regarding the "Internal Rules of the Children's Group" and the "Children's Group Code of Conduct" have been satisfactorily answered by the Provider.

XII.

Child's eating conditions

12.1 Meals for the child within the children's group, including the children's drinking regime, are provided by the provider in its kitchen based on an agreement with the beneficiary.

12.2 The full-day meals will be age-appropriate.

12.3 Children have access to a variety of drinks throughout the day.

12.4 Further details of the child's eating arrangements are in the 'Children's Group Internal Rules'.

XIII.

Procedure when a child falls ill

13.1 If a child becomes ill in the home environment, an excuse for absence from playgroup must be given by 8:00 am on the first day of absence.

13.2 Following an infectious or prolonged illness, a note issued by the treating doctor must be brought, that the child can return to the group of other children.

13.3 The recipient agrees to inform the Children's Group staff immediately if an infectious disease occurs in the family.

13.4 If a child becomes ill in a playgroup setting, the child shall be isolated from the group until the arrival of the recipient or until an authorized person picks the child up. Immediately

a message is given to the recipient requesting that the child be collected as soon as possible.

13.5 If a child becomes ill in the playgroup setting and shows signs of severity (e.g., unconsciousness), the caring person will arrange for health services.

13.6 The Beneficiary acknowledges any medical measures taken in the children's group, e.g., quarantine, and consents to the inspection of the "Child's Medical Fitness Assessment" by any staff of the Prague 4 Municipal Health Centre providing educational care or inspecting the level of care provided, or by persons gaining professional competence (e.g., students of medical or social schools). The obligation of confidentiality binds such staff and persons. Such consent is necessary for the child's

interests so that the person providing care is adequately informed of potential health risks and the need for increased care or caution.

XIV.

Duration of the contract

14.1 This contract is concluded for a definite period, starting from the contract's signing date by both parties until 31 August

14.2 The Provider undertakes to guarantee a place for the child of the Beneficiary, which is specified in paragraph 2.1 of Article II of this contract, from This date will start the child's stay in the playgroup.

14.3 Written amendments shall make any changes to the contract and its annexes to the contract.

XV.

Termination of contract

15.1 This Agreement may be terminated:

- a. By written agreement of the parties.
- b. By termination by the Recipient, in writing and without giving any reason. Period of notice shall be one month and commence on the first day of the calendar month immediately following the month in which the written notice of termination is verifiably delivered to the Provider. During the notice period, the beneficiary must pay the fees associated with the child's inclusion in the playgroup, even if the child does not participate in the program. To terminate attendance, a sample "Termination of Child Care Group Services Agreement" form can be used, which is located on the Provider's website.
- c. Withdrawal from the contract. The Provider can terminate this contract if the Recipient fails to make the payments specified in Article VI. In addition, the Provider has the right to withdraw from this contract in the event of a gross violation by the Recipient of the "Children's Group Code of Conduct," good manners and rules of decency and civil coexistence (e.g., gross verbal abuse of Children's Group staff, aggressive language, physical threats, assault, etc.). Resignation is effective upon delivery to the Recipient (the contract is not canceled from the beginning).
- d. Upon fulfilling the conditions in Article VII, paragraph 7.3 of this contract.
- e. Upon fulfilling the facts in Article X, paragraph 10.4. of this contract.
- f. In the event of a decision by the beneficiary in connection with the provisions of Article XI, paragraph 11.4 of this contract.

XVI.

Final provisions

16.1 The conclusion of this contract or any amendments or other agreements to this contract shall not be subject to the option of modified acceptance pursuant to the provisions of Section 1740(3), first sentence of Act No. 89/2012 Coll., Civil Code. Therefore, the offer to conclude this contract cannot be validly accepted with a modification or deviation that changes the terms of the offer.

16.2 This contract is drawn up in three (3) copies with the force of an original, with the Provider receiving two copies and the Recipient receiving one copy.

16.3 This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all other written or oral agreements made with respect to the subject matter hereof.

16.4 The Parties agree that the rights and obligations arising under this Agreement shall pass to the successors in title of the Parties.

16.5 If any provision or part of a provision in this agreement proves to be invalid or illusory and such provision is severable from the rest of the contents, the effects of invalidity or illusoryity shall only arise in respect of that part if it can be assumed that the act would have occurred even without the invalid

the invalid or apparent part if the party to the contract had recognised the invalidity or apparent invalidity in time. In such a case, the parties further undertake to replace the invalid or illusory agreement or part thereof with a new agreement of a similar meaning pursuing an identical purpose and intent.

16.6 All amendments to this Agreement shall be in writing in the form of chronologically numbered amendments signed by both Parties.

16.7 This Agreement and the relations arising from it shall be governed by the law of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, together with Act No. 247/2014 Coll., on the provision of childcare services in a children's group and on amendments to related acts.

16.8 This Agreement shall enter into force and effect on the date of its signing by both Parties.

16.9 All parties to the Contract declare that it has been concluded according to their valid and free will and has not been concluded under duress or on manifestly unfavorable terms. By their signatures, they confirm their obligation to perform the duties arising from this Contract.

Attachments:

- Annex 1 - Education and Care Plan "Exploring the World Around Us"
- Annex 2 - Internal rules of the children's group
- Annex 3 - Children's Group Code of Conduct

At Prague on

At Prague on

.....
provider

.....
recipient

.....
recipient