



European Union
European Social Fund
Operational Programme Employment

AGREEMENT ON PROVIDING CHILDCARE SERVICES IN A CHILDREN'S GROUP

concluded pursuant to Section 13 Subsection 1 of the Act No. 247/2014 Coll., on providing childcare services in a children's group (hereinafter referred to as the "**Act**") between:

JAHODA, o.p.s.

ID No. (IC) 67363300,

registered office at Vybíralova 969/2, 198 00 Prague 9,

represented by Mgr. Markéta Kalinová, Director

providing childcare services in a children's group at Jahoda Vinohrady, Bruselská 16, 12000 Prague 2

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

and

***Parents:**

Father: _____, Birth Number: _____,

Address: _____, Postcode: _____,

Tel.: _____, Email: _____,

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 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 participate in a partial payment of the costs of the service provided or 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.
- 1.3 The childcare in the children's group is provided on the basis of EU funding under the Operational Programme Employment. The children's group is being run as part of the "Jahoda Vinohrady" project (No. CZ.03.1.51/0.0/0.0/15_036/0000717) from 01/10/2016 to 31/08/2018.

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 branch office of the provider at Bruselská 16, Prague 2.
- 2.2 The childcare in the children's group is provided during working days and at the time chosen by the parents in the sense of Article 3 of this Agreement, but no earlier than 7.30 AM and no later than 5.30 PM on Mondays, Wednesdays and Fridays, and no later than 6.30 PM on Tuesdays and Thursdays. During public and national holidays, the childcare services in the children's group are not provided.
- 2.3 The Agreement is concluded for the duration of the school year 2017/2018, i.e. until 31/08/2018.
- 2.4 The legal relationships established by this Agreement will expire by the expiration of the period for which the Agreement was concluded. Only the provider is obliged to terminate the Agreement before the expiration of the agreed period, if
 - a) the parent seriously and repeatedly interferes with the operation of the children's group;
 - b) the payment for the services provided or for another payment resulting from this Agreement is more than thirty days past its due date;
 - c) 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.

In case of termination of the Agreement by the provider, the notice period is two months and starts on the first day of the calendar month following the dispatch of the notice to the address of at least one parent stated in this Agreement. By the expiration of the notice period, the legal relationships established by this Agreement will cease to exist. The parents are not obliged to terminate this fixed-term Agreement early.

- 2.5 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.



- 2.6 The contracting parties agreed that except for summer holidays according to Article 2.7 of this Agreement, the same rules apply to the operation of the children's group that generally apply to organising the school year pursuant to Section 24, Subsection 1 to 3 of the Act No. 561/2004 Coll., Education Act, as amended, and Section 4 of the Regulation of the Ministry of Education, Youth and Sport No. 16/2005 Coll. During Christmas holidays, the children's group does not provide services and the monthly payment of the costs for the services is not reduced. During other holidays, the operation of the children's group remains unchanged. 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.
- 2.7 During summer holidays, the provider will operate the children's group in the same way as in the regular calendar year, with the difference that the business hours will be from 7.30 AM to 5.30 PM every day.

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 partial payment of the costs (hereinafter referred to as the "payment") according to the current price list of the provider. The remaining costs are covered by the public funds in the sense of the Article 1.3 of this Agreement. Failing to comply with the chosen childcare type with no apparent reason or without any arrangement with the executive of the children's group will be considered a breach of the obligations stipulated by the Agreement and as a last resort may end up in the parent being excluded from the project.
- 3.2 The payment amount is stipulated for individual childcare types according to frequency by the price list of the provider for childcare services in the children's group (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 price list is publicly accessible on the website of the provider www.vinohrady-jahoda.cz.
- 3.3 The choice of the childcare type is performed in the form of a written agreement, which is a part of this Agreement. Changing the childcare type is possible only with the consent of both contracting parties after consultation with the head of the children's group, namely by signing a new annex to this Agreement. The breach of the obligation to deliver the child to the care provider according to the chosen childcare type is a breach of this Agreement in the sense of Article 2.4.
- 3.4 The provider is entitled to adapt the price list to the general price level without consulting the other party; however, for agreements already concluded, the changed price list takes effect in the following school year. The provider is obliged to inform the parents about changes to the price list, especially via the aforementioned website.
- 3.5 The payment does not cover the payment for meals (hereinafter referred to as the "meal fees"). The meal fees amount is set by the price list. The due date of the meal fees is the same as the due date of the payment.
- 3.6 The due date of the payment is set by the Annex for individual childcare types, which is a part of this Agreement
- 3.7 The booking fee will be included in the first payment.



- 3.8 In case the chosen childcare type is the "permanent pass", the parents are obliged to notify the provider by 6 PM of the previous working day the latest, either by telephone or in person, and inform the provider if and to what extent they would like to use childcare services in the children's group the following day. The child is registered in the children's group by the provider's acceptance, which can have any form. The service is provided according to the current capacity of the children's group. The registration of the child can be cancelled no later than 3 PM of the working day preceding the day for which the childcare services were scheduled; in case of a late cancellation or the child's absence, the payment will not be reimbursed and no compensation will be provided.
- 3.9 In case the chosen childcare type is the "permanent pass", the parents are entitled to use the childcare services for 90 days after arranging the "permanent pass". After this period, the prepaid and unused services expire with no compensation.
- 3.10 Unless otherwise agreed, 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.
- 3.11 Cancelling meals for the reason of the child's absence is possible only until 9 AM of the previous day; in case of a later cancellation, the meal fee has to be paid, as if the child really used the service.
- 3.12 In case reasons emerge that result in the provider terminating the Agreement as per Article 2.4 c) of this Agreement, the provider is entitled to shorten the time period of providing childcare services without consultation before terminating the Agreement, in order to readapt the child in the group, but no more than by half within ten days of the calendar month. In such case, the payment is not reduced.

4. MEALS AND FLUID INTAKE

- 4.1 The provider undertakes to provide meal services to the child.
- 4.2 Meals include a morning snack, a lunch, and an afternoon snack. Meals are provided by a contractual partner of the provider.
- 4.3 Production, preparation, distribution, transport, labelling, storage and marketing of food, including frozen and refrigerated dishes, is subject to laws governing epidemiologically significant activities and the meal services are provided in accordance with the obligations stipulated in the directly applicable EU regulation on food hygiene and other national generally binding legal regulations.
- 4.4 Throughout the entire duration of providing childcare, the provider undertakes to ensure fluid intake for the child.
- 4.5 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 as the parents explicitly stating 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.



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

- 5.1 The provider undertakes to provide childcare in the children's group by qualified personnel in accordance with Section 5, Subsection 5 of the Act.
- 5.2 The provider undertakes to ensure that the premises which serve for providing childcare in the children's group comply with the effective hygiene standards.
- 5.3 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.
- 5.4 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.
- 5.5 After the end of the childcare, the parents undertake to collect the child in person, or to submit a written power of attorney which will state by which persons the child may be collected as well. In case the parents fail to collect the child after the end of the childcare, the parents undertake to pay the provider a fee for providing childcare services after the arranged time period in the amount of CZK 400 per hour.
- 5.6 The parents undertake to bring a filled in form which will confirm that they are the target group of the project according to Article 1.3. of this Agreement. The parents are obliged to deliver this form, received upon signing this Agreement, to the provider no later than on the day on which the child begins to attend the children's group. In the event that the parents do not fulfil this obligation, the Agreement automatically expires.
- 5.7 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.
- 5.8 Other conditions of childcare are stipulated in the internal rules of the provider. By signing this Agreement, the parents confirm that they have made themselves familiar with the internal rules of the provider, which govern the operational issues of the service provision and the concept of education and childcare, which defines the basic requirements and conditions for childcare and children's upbringing in order to ensure the quality of service and to develop the child's abilities and its cultural and hygiene habits, appropriate to the age of the child, and that they undertake to comply with these rules.

6. FINAL PROVISIONS

- 6.1 The relations between the two contracting parties are governed by the provisions of Czech law, especially by the Civil Code and the Act.
- 6.2 Each parent separately is entitled to make decisions on behalf of both parents and the child in matters resulting from this Agreement.
- 6.3 In order to the provider being able to perform his/her duties, the child's parents agree that the provider may process the data contained in this Agreement and provided by the parents, or transferred via other means, for the time necessary to ensure the rights and obligations related to childcare services.
- 6.4 The child's parents undertake to report without undue delay any change of the personal data processed and they declare that they were informed about the processing of personal data in the sense of the Act No. 101/2000 Coll., as amended.



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6.5 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 publish these photos and records in order to promote the provider's services. The provider undertakes to treat the records with care and to respect the dignity of the child.

I agree I do not agree

6.6 By ticking the "I agree" box below, the parents give their consent that the provider may use their e-mail addresses contained in this Agreement and those used in the communication with the provider to communicate information related to the provider's activities and other related information about other offers, as well as periodic newsletters and other business messages related to the activities of the provider and the provider's partners. This consent can be withdrawn at any time.

I agree I do not agree

6.7 Any changes to this Agreement may be made only by a written agreement of both contracting parties.

6.8 If one or more provisions of this Agreement is 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.

6.9 This Agreement was executed in two copies in the Czech language, one for each party.

The Annexes to this Agreement are the internal rules, the education plan and the price list with childcare types. By signing this Agreement, the parents confirm that they received all the Annexes and made themselves familiar with them.

6.10 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 _____ 2017

In Prague on _____ 2017

on behalf of JAHODA, o.p.s.
Mgr. Markéta Kalinová, Director
Attorney Michaela Lhotáková

***Parents**

**Alternatively one of the parents*



Annex 1 – Childcare Types and the Current Price List 2017

Number of days in a week	The monthly childcare fee 6–10 hours/day
5 days a week	CZK 9 200
4 days a week	CZK 8 000
3 days a week	CZK 7 200
2 days a week	CZK 5 600
1 day a week	CZK 3 800
Permanent Pass 20 hours	CZK 2 500
Permanent Pass 40 hours	CZK 4 250
One-time babysitting	CZK 150 per hour

The provider JAHODA, o.p.s., ID No. (IC) 67363300, registered office at Vybíralova 969/2, 198 00 Prague 9, and the parents and agreed on the basis of the Agreement on Providing Childcare Services in a Children's Group concluded on that the childcare will be provided from

* **A)** in the range of..... days of the week, specifically: on Monday* hours a day,
on Tuesday* hours a day,
on Wednesday*..... hours a day,
on Thursday* hours a day and
on Friday* hours a day.

The monthly payment is always due on the 20th day of the preceding month to the bank account no. 3919194369/0800. Variable symbol (Will be filled in by the provider)

* **B)** in the mode of a "permanent pass" in the range of..... hours for the total price of The payment is due immediately after signing this Annex.

* **C)** In the mode of one-time babysitting. Payment is due upon delivering the child to the provider.

***) cross when not applicable**

In Prague on _____ 2017

In Prague on _____ 2017

on behalf of JAHODA, o.p.s.

Legal Representative