

**General Terms and Conditions of kindercompany effective from the September 1st, 2018, issued by the Association for the Support of Working Parents (“Verein zur Unterstützung berufstätiger Eltern”) Neulinggasse 42, 1030 Vienna, Austria**

**1. The „Non-Contributory Kindergarten“ (in the following: “free Kindergarten”)**

1.1. The free kindergarten (“*beitragsfreier Kindergarten*”) is based upon an agreement between the City of Vienna – represented by the *Magistratsabteilung 10 - Wiener Kindergärten* – and the Association for the Support of Working Parents (in the following “kindercompany”) according to the general funding guidelines for securing childcare by private childcare institutions in Vienna. Based on these guidelines, the City of Vienna contributes to the costs of childcare for children until they start school (not valid for children whose main residency is not in Vienna).

Therefor we need the signed parent contract (“*Elternvertrag*”) you have received, when enlisting your child with kindercompany, which must be returned to the central administration. This is either done by the kindergarten itself or you must take care of it.

The following terms and conditions are only valid for the duration of the above-mentioned agreement between kindercompany and the City of Vienna and only as long as the City of Vienna honours its obligations to provide financial contributions to the full extent and in time. In case that the City of Vienna terminates the agreement on which the free kindergarten is based, kindercompany reserves the right of extraordinary termination of the parent contract within 14 days, starting with the termination of the underlying agreement by the City of Vienna.

1.2. If the City of Vienna terminates the underlying agreement due to changes of the law or the applicable regulations or due to budgetary constraints, kindercompany is entitled to charge you to the extend which was previously covered by the city of Vienna. In this case, you are entitled to terminate the parent contract in writing in accordance with Article 7 of these General Terms and Conditions. In any event, kindercompany will immediately inform you, if the City of Vienna decides to provide no or fewer financial contributions.

1.3. You are aware that your child’s enlistment in this kindergarten is financially supported by the City of Vienna, based on your information. The City of Vienna provides rules for the partial or total loss of this financial support. One ground for the loss of financial support is when the child does not regularly attend the kindergarten. Whether the conditions for loss of financial support are met, is determined on a case-by-case basis.

If this happens, you are obliged to indemnify kindercompany for any losses of such contributions. Naturally, this does not apply, if the partial or total loss of financial support occurs due to reasons culpably caused by kindercompany.

**2. Requirements for Childcare**

In order to provide care for your child, the following requirements have to be met:

2.1. The return of kindercompany’s registration form to the central administration of kindercompany in A-1030 Vienna, Neulinggasse 42/4.

2.2. Existence and maintenance of social insurance and indemnity insurance for the applicants.

2.3. Timely and complete payment to the bank account of kindercompany of the registration fee and the deposit as well as the first monthly fee according to the attached price list ([Attachment ./1](#)) and in accordance with the care type registered with the City of Vienna (full day/half day/part time).

2.4. The truthfully completed return of the parent contract and the master data sheet (“*Stammdatenblatt*”). These documents are to be submitted with the respective kindergarten.

2.5. The provision of your City of Vienna customer ID. You will receive the application form for this ID as well as a list of service addresses together with our other registration documents.

2.6. You will receive a written confirmation of your child’s acceptance into our kindergarten to the address provided in the parent contract/the registration form, after all the necessary payments mentioned under Article 2.2 of these General Terms and Conditions are credited to the bank accounted of kindercompany.

**3. The Beginning Of The Contractual Relationship And Changes According To Your Wishes After Registration Of Your Child**

3.1. After we have issued the written place confirmation through our central administration and for whatever reason the child will not join the kindergarten, neither the first monthly rate (based on half-day care without food) nor the registration fee will be refunded. The registration fee and the monthly rate will be used to cover the costs for the enlistment interview, the tour through the facility, review and handling of the child’s documents, registering the child in

the system and the administrative planning expenses. The deposit will be refunded or credited to the last month of attendance of the child in the kindergarten, if it is not used to cover any due payments.

- 3.2. Your child's place in the kindergarten is reserved from the beginning of the month noted on the parent contract. The contractual relationship becomes only effective from the first day of any given month onwards. Deviating agreements or a deviating date of entrance require the written approval of the central administration of kindercompany. The next possible date of entrance for your child will be between 1<sup>st</sup> of July and 30<sup>th</sup> of September of the following year. An earlier admittance is only possible, if another child resigns early from the same kindergarten facility. For these purposes, you may enter your name into a waiting list, provided by the central administration. In order to enter your name into the waiting list, you have to submit an application to the central administration.
- 3.3. The City of Vienna only funds kindergarten institutions in which the child is registered at the first of each month (e.g. 1<sup>st</sup> of January). In case the contractual relationship and the admittance of the child to our care begins at any other date than the first of any given month (even if the child is admitted at the second of the month) you will be required to pay the amount that kindercompany would have received from the City of Vienna, had the child been admitted to our care at the first day of the month. You may find the amount which the City of Vienna would pay at the website of the City of Vienna under the sub-headings "Bildung & Forschung", "Kindergarten und Hort", "Förderung für Eltern" (unfortunately, an English translation is not available): (<https://www.wien.gv.at/bildung/kindergarten/foerderungen-eltern/beitragsfreier-kindergarten.html>).
- 3.4. The financial contribution of the City of Vienna (through the *Magistrat*) is only granted, if your child has a customer ID of the City of Vienna. Without such an ID, you are required to pay the full amount. Please find the amount then due in our price list. For the terms and conditions for children with an ID number from another province ("*Bundesland*"), please contact the competent administration in your home town.

#### **4. Due Dates of Payments and Additional Fee-Based Services by kindercompany**

- 4.1. Additional services (projects, bilingual groups) and the costs for food **are not covered** by the City of Vienna's financial contribution for the free kindergarten. Therefore, these services need to be paid separately by you on a monthly basis through direct debit authorisation without deduction (see our price list). Projects are always focused on a certain topic. Project costs cover transportation charges, additional staff, material, decoration for the facility and staff training. Folders of the current project are at the respective facility.
- 4.2. If you pick up your child outside the opening hours, a fee of EUR 25.- applies for every hour or part thereof.
- 4.3. The monthly payment of your chosen service package is due on the 25<sup>th</sup> of the previous month, twelve times a year. You shall provide kindercompany with a direct debit authorisation from your bank for these payments. If the direct debit remains uncashed by your bank or is revoked by you, you are liable to reimburse kindercompany for any charges and expenses. Furthermore you are obliged to pay an additional administrative fee of EUR 7.50 per occasion. An additional administrative fee of EUR 7.50 applies for every payment that is not made via direct debiting (i.e. in cash, by standing order or payment slip). These payments are to be made two working days after the 25<sup>th</sup> of the previous month at the latest, and are to be made either via payment slip, electronic banking or in cash at the kindergarten. For default in payment, kindercompany will charge overdue fines in the amount of 5% of the amount due per reminder, plus 4% overdue interest p.a., starting with the day after the due date of the respective amount.
- 4.4. Any other additional services are on a voluntary basis and as such not included in the monthly fees for your service package. You will be informed about these costs in due course. These costs are directly payable at the kindergarten.
- 4.5. Any fee charges will be announced in writing by kindercompany at the latest three months in advance – please also read the notices in the kindergarten. If the caretakers do not accept the changed prices, the parent contract is terminated within one month after the notice/announcement was made. The new prices are valid from 1<sup>st</sup> September onward of the year in which the change was announced.

#### **5. Opening Hours, Picking up Your Child**

- 5.1. All kindergartens of kindercompany are open for the whole year from Monday to Friday during opening hours (see Article 5.2.), except for national holidays, 24<sup>th</sup> December and 31<sup>st</sup> December.
- 5.2. The opening hours are individually set for each facility. Core hours are from 7.00h to 18.00h. Any deviation will be individually agreed in writing with the caretakers.

- 5.3. kindercompany reserves the right to merge or temporarily close certain kindergarten groups or entire kindergartens. In such a case, kindercompany guarantees that your child will be cared for in another kindergarten facility of kindercompany. This is especially true for Christmas time between the 27<sup>th</sup> December and 7<sup>th</sup> January. In all other cases, kindercompany will make an effort to announce these measures in a timely fashion. In any event, the kindergarten facilities remain closed on 24<sup>th</sup> and 31<sup>th</sup> of December.
- 5.4. As the child can only be picked up by a legal guardian (usually mother or father), it is necessary to provide a written authorisation for any other person picking up your child from kindergarten. This written authorisation shall be deposited with the respective kindergarten of kindercompany or presented every time when the child is picked up by such person. Minors are not allowed to pick up other children.

## **6. Obligations to Inform kindercompany**

- 6.1. Changes to the parent contract (in particular address, name or bank account) shall be notified in writing and without delay to the central administration of kindercompany and the City of Vienna.
- 6.2. You shall immediately inform the kindergarten about any illnesses of your child. In case of any contagious disease, especially infectious diseases (e.g. rubella, chickenpox, gastro-intestinal diseases, measles, epidemic parotitis, conjunctivitis), a confirmation of complete convalescence by the treating paediatrician is required. Only after such a confirmation is presented, your child may again join our kindergarten.
- 6.3. Equally, in case of lice-infestation you are obliged to inform your respective kindergarten facility. Only after complete delousing and when your child is free of any nits, your child can join the kindergarten again.

## **7. Termination of the Parent Contract**

- 7.1. The parent contract may be terminated in writing by either party with a notice period of one month to the last day of each calendar month. The termination notice is deemed to be issued at the date of receipt of the letter, email or fax by the central administration of kindercompany.
- 7.2. The parent contract terminates automatically at the date mentioned in the parent contract itself.
- 7.3. kindercompany is entitled to terminate the parent contract with immediate effect, if any due payments are not made at the latest after 14 days the reminder was issued, including interest, fees, expenses and charges as mentioned in Article 4.3 and to collect the monthly fees until the date the parent contract would have ended through an ordinary termination in accordance with Article 7.1.

## **8. Data protection**

- 8.1. kindercompany is the controller (“*Verantwortlicher*”) for the processing of personal data within the meaning of the Data Protection Act 2018 (“*Datenschutzgesetz 2018*”). For performing the parent contract, kindercompany processes the following personal data: (i) relating to the child for whom kindercompany takes care; the name, gender, date of birth, customer ID; and (ii) relating to the legal guardian of the child: the name, the guardian’s relationship with the child, the date of birth and social security number, address and telephone number, employment if applicable, academic degree, gender, whether he/she is the sole caretaker of the child, name of the siblings of the child if applicable. The data will exclusively be used in order to comply with the obligations under the parent contract. It is necessary for kindercompany to forward certain data to the City of Vienna, specifically the *Magistratsabteilung 10 – Wiener Kindergärten*, Thomas-Klestil-Platz 11, A-1030 Vienna, for receiving the financial free kindergarten contribution. If your child has allergies or special care needs, kindercompany also receives health related data. Data concerning allergies have to be forwarded to the food supplier, allowing the supplier to accordingly label the food. The supplier is contractually obliged to process the data in accordance with the applicable data protection laws and regulations. We store the data either for seven years or as long as the legal guardians can hold us liable. After this period, we delete the data.
- 8.2. As a data subject, you have the following rights according to data protection law:
- Right of access: Upon request, kindercompany will provide you free of charge information regarding the extent, the source and the recipients of the processed data as well as the purpose of the processing.
  - Rectification: Should you, in your position as legal guardian, notice any incorrect data, we will immediately rectify the data upon your request.

- Erasure: Under certain circumstances, you are entitled to demand erasure of the data, e.g. in case of withdrawal of consent or if data was processed unlawfully. We can only grant you the right of erasure to the extent that we are not obliged by law to store the respective data.
- Restriction of processing: In addition to the right to erasure, you may demand a restriction of processing your data. In this case, kindercompany will not use the data for any other purpose, except e.g. for securing evidence.
- Objection/Withdrawal of consent: At any time, you are entitled to withdraw your consent for the processing of your data or the data of your child or object to such processing. Withdrawal of consent or objection do not render the previous processing of data unlawful.
- Data portability: Upon request, we shall transfer the data directly provided by you, which does not concern data of third parties, to a different controller, if the transfer is requested for in a commonly used form.
- Right to complaint to the data protection authority (“Datenschutzbehörde”): You have the right to lodge a complaint with the supervisory authority (“*Aufsichtsbehörde*”), if you believe that kindercompany does not process your data in good faith.

You may use these rights – except the right to lodge a complaint – by contacting us at the following address: A-1030 Vienna, Neulinggasse 42/4.

- 8.3. kindercompany has implemented appropriate organisational and measures in order to protect your personal data and those of your child, especially against loss, manipulation or unlawful access. The employees of kindercompany were trained according to the applicable data protection law provisions. We urge you to take equal protection measures when communicating with us electronically. kindercompany cannot be held liable, if a breach of integrity of your personal data or the personal data of your child is caused by a cyber or hacker attack etc.

## 9. Miscellaneous

- 9.2. For any changes or additions to the parent contract to be valid, they need to be made in writing, while written or email correspondence is sufficient. This also applies to a renouncement of the writing requirement or any change to the writing requirement. Oral agreements do not have any legal effect.
- 9.3. If certain provisions of the General Terms and Conditions or the parent contract are entirely or partly invalid or unenforceable, this does not affect the validity of the General Terms and Conditions or the parent contract as a whole.
- 9.4. The General Terms and Conditions and the parent contract between you and kindercompany are both exclusively governed by Austrian law in regard to its formation as well as its effects. The competent court for the first district of Vienna shall have exclusive jurisdiction.
- 9.5. These General Terms and Conditions for the “free kindergarten” (“*beitragsfreien Kindergarten*”) of the kindercompany are effective from September 1<sup>st</sup>, 2018 on. In case, the English Terms and Conditions deviate from the German Terms and Conditions, the German Terms and Condition will prevail.