



Education and Care Regulations (GTC)

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1 Introduction

The Education and Care Regulations (corresponding to the General Terms and Conditions) serve as a basis for a successful cooperation between parents and kiana group ag. The regulations are an integral part of the education and care contract.

2 Ownership and Management

The kiana group ag is an organization under private law and organized in the legal form of a stock corporation. Under the name "kiana", its purpose is the private operation of crèches, day nurseries, day schools and other similar types of businesses in the field of supplementary family childcare, as well as the promotion of children's relationship with nature.

The structure of the management and operations can be found on the website. The responsibility for licensing and supervision of the individual kiana daycare centers lies with the respective local authority. The kiana daycare centers have a valid operating license and therefore comply with all national, cantonal and municipal regulations. Compliance with the guidelines is continuously monitored by the relevant supervisory authorities.

3 Quality

The kiana group ag is based on its pedagogical concept, according to which the well-being and development of the child is central. We always strive to ensure high-quality childcare. In their daily work, our daycare centers apply the principles of QualiKita (www.quali-kita.ch). As soon as they reach a certain size and have enough staff, they are registered for QualiKita certification and checked in an audit and annual re-audits.

For the promotion of the children's relationship to nature, we follow Erbinat, the Association for Experience and Education in Nature (www.erbinat.ch).

The employment of the staff is based on the quality requirements and the supervision ratio of the cantonal guidelines. Each children's group is led by trained professionals. The kiana group ag is a training company, which is why apprentices and interns also work there.

According to the modern view of pedagogy, the presence of men is just as important for child development as that of women. Therefore, we also train and employ male professionals. Men and women perform the same activities. All employees adhere to the Code of Conduct for the Prevention of Physical, Psychological and Sexual Violations of Boundaries.

4 Opening and care hours

4.1 Opening hours

Our day nurseries remain open all year round and do not know any company vacations. They are open 12 hours per day, 5 days per week. The opening hours for each location can be found on our website at www.kianakrippen.ch/standorte/.



4.2 Weekends and holidays

The daycare center is closed on weekends and official holidays. Before holidays, the daycare closes one hour earlier. This is included in the monthly fee and taken into account.

4.3 Drop-off and pick-up times/block times

In order to guarantee a regular daily routine, the children must be brought or picked up at the prescribed drop-off and pick-up times. These can be seen in the contract in your personal login as well as on the website (insert link). No children will be brought and/or picked up during block times, as these times are reserved for activities.

Sufficient time is planned for drop-off and pick-up. This allows the child to say goodbye in peace and there is enough time for an exchange between parents and caregiver.

5 Admission conditions

At kiana group ag, children from the age of 3 months up to and including kindergarten age are cared for. For children who require special medical or educational support, admission is clarified on a case-by-case basis in cooperation with specialists.

6 Registration and change of care days/scope of care

6.1 Education and care contract

The registration of the child is done online on the website under "Search & book place". The kiana do not know any place reservation. With the online conclusion of the education and childcare contract, the childcare place and the desired days are secured, otherwise the parents will receive an error message. A countersigned copy of the contract with the confirmation of the conclusion of the contract will be sent to them automatically by e-mail.

6.2 Offer scope of care

In order to enable and strengthen a child's relationship and attachment with a caregiver and with the group, the child needs a minimum of regular care time. The minimum care time is 1 day per week or 2 half days per week. For pedagogical reasons, kibesuisse recommends a minimum presence of 2 - 3 days per week for infants or toddlers.

6.3 Change in scope of care/days of care

A registration for additional or other care days is possible at any time online with a contract amendment if capacity is available. A reduction in the amount of care corresponds to a partial termination and is handled in the same way as the "terminability of the contract".

Parents can also book additional care days online or request for an exchange day. With the booking, the day of care is fixed and must be paid, even if it is not used.



6.4 Online portal «Search & book space»

Our online portal, developed especially for kiana group ag, not only allows parents to register, change and cancel their childcare days, but also allows them to keep track of their received, paid or open invoices and manage their contract data. Of course, the children can also be deregistered online and checked up on what they have experienced during the day (daily report). You can find instructions on how to do this on our website in the folder at (insert link).

A tablet is available in the Kita entrance where parents will sign their children in and out for the day. This is important and central for the cooperation with the parents and facilitates our daily, numerous administrative tasks. By using online tools, we reduce our paper consumption and protect the environment.

7 Tariffs and payment methods

7.1 Tarifs (All Inclusive)

The currently valid rates for the respective location published on the website apply. In addition to care, the tariff includes meals and drinks (breakfast, lunch, two snacks) as well as the standard products provided by us such as diapers, care and hygiene products, sunscreen, toothbrush and toothpaste. Personal, special care and hygiene products, special food and bottle powder are not included.

kiana group ag offers subsidized and non-subsidized childcare places. In the case of subsidized places, a distinction is made between childcare vouchers and service agreements. While parents can apply for childcare vouchers at their municipality of residence, subsidies based on service agreements have to be applied for at the respective kiana daycare center. The corresponding forms can be found on the website at the respective location under "additional documents". The application including the annual re-application of the individual contribution is the responsibility of the parents. If there is no valid agreement, the rate for non-subsidized childcare places will be charged.

A one-time flat fee of CHF 300.- will be charged for the settling-in period.

7.2 Payment modalities

Flat-rate parental fees and additional invoices are charged monthly and must be paid in advance within the payment period. The payment period ends at the latest at the end of the previous month, i.e. before the childcare service is provided. If the invoice is to be sent by mail, an additional fee of CHF 2.- will be charged.

7.3 Discounts

A discount of 10% is granted for the simultaneous care of another sibling. This discount will be charged on the older of the siblings. Additional days will be charged without discount. Discounts and subsidies cannot be cumulated. No refunds of services already charged will be granted.

8 Terminability of the contract

The care contract is concluded before the start of care. With the conclusion of the contract, the care contract is binding, there is no longer a right of withdrawal and the subsequently listed cancellation conditions apply.

8.1 Ordinary termination

The childcare contract can be terminated by the parents from the date of entry with a 3-month notice period to the end of a month. You must enter the termination on our online portal and will automatically receive a written confirmation of the contract termination by e-mail after execution.

8.2 Extraordinary termination

The care contract consists to a large extent of contractual elements. The mandatory terminability at any time according to Art. 404 Para. 1 CO does not apply to the care contract, as it still has elements of tenancy and family law. In the event of termination without notice, the parents are obliged to pay the fee until the next possible ordinary termination.

In the case of demonstrable unreasonable danger to their own child (e.g. staff is obviously incapable of providing good professional care for the children, very poor hygiene or poor facilities at the kiana location), parents have the right to terminate the care contract extraordinarily for good cause. In principle, an important reason is not the discontinuation of the need for care due to loss of job, change of residence or other financial bottlenecks. kiana group ag may also terminate the childcare contract for good cause (e.g. the child unreasonably endangers other children, default of payment by the parents, etc.).

8.3 Amendment provisions

Adjustments to the education and care regulations, the tariff regulations and the care contract will be announced to the parents before they come into force. The parents can either accept the announced change or terminate the childcare contract by observing the ordinary notice period. During the period of notice, the previous regulations apply.

8.4 Dealing with force majeure

If a child cannot attend the kiana Kita and the prevention of attendance is within the parents' sphere of risk (prevention caused by someone else's fault or their own, as well as overriding reasons, such as vacations or vacation delays due to strikes, natural disasters, flight delays, etc., illness or accident of the child or in the family, quarantine, etc.), the prevention must be borne by the parents. The childcare costs will be invoiced according to the childcare contract and must still be paid.

If kiana group ag is unable to provide the agreed care days for overriding reasons for which it is not responsible (e.g. official closure through no fault of its own due to health-endangering construction defects such as asbestos, cantonal medical order through no fault of its own due to epidemic/pandemic, despite compliance with protective measures), the services in the care contract



will expire in accordance with Art. 119 of the Swiss Code of Obligations. However, force majeure does not release the parents from the obligation to pay contributions.

9 Cooperation between family and kiana group ag

Constructive cooperation requires a relationship of trust between the family, kiana group ag and the caregiver. Open communication is of great importance. In the event of challenging situations with the child, the parents or the persons responsible for the child are involved at an early stage and possible solutions are discussed together. In case of difficulties and conflicts in the cooperation between family and caregiver, both parties can contact the daycare management. If conflicts arise between the family and the daycare management on site, the regional and/or pedagogical management is responsible for internal and external communication.

Parents and caregivers exchange information at least once a year regarding the child's development and to strengthen the educational partnership. It is important to exchange information when bringing and picking up the children. The staff is happy to tell parents what their child has experienced. Observations are documented and communicated to the parents or made available on the online portal by means of a daily report.

If there are separation or custody problems or child protection measures in the family, the changes are to be communicated immediately to the daycare management. If necessary, the child's personal data sheet will be supplemented.

10 Admission and settling in

10.1 For babies and toddlers up to approx. 4 years of age

A careful settling-in period is very important, especially for babies and toddlers. In the admission interview, parents receive information about the group structure and the daily routine, and the settling-in period is planned together. They discuss how the child will be prepared and accompanied for the new situation. The settling-in period takes place carefully, gradually and as stress-free as possible for the benefit of the child, initially in the presence of one of the child's caregivers. The settling-in period takes place before the start of the contract and lasts an average of 2 weeks. It can be extended as needed. The costs for the acclimatization period will be charged separately according to Art. 7.1 "Fees".

10.2 For children up to approx. 7 years old

Parents and child get to know the premises and caregivers during a taster afternoon, together with other new children. They receive information about how the daily routine in the organization and the children's group are structured and what the settling-in period looks like. In order for the child to gradually become accustomed to the new daily routine, it is recommended that the child be picked up earlier than contractually agreed on the first days of care.

10.3 Children change location / group within kiana group ag

The transitions are regulated in the pedagogical concept and are accompanied according to age.

11 Duties and rights of kiana group ag

11.1 Duty of care, loyalty and supervision

kiana group ag has a duty of care and loyalty towards the parents and the child (Art. 398 para. 2 CO). Careful care of the child includes taking into account his or her age as well as individual needs and interests. Within the framework of the duty of loyalty, kiana Kita protects the interests of the parents and informs them of all important facts concerning their child. In addition, the child's physical integrity and property (clothes, toys, etc.) are protected. The child's property that he/she brings with him/her will be treated with the same care and protected from harm as his/her own.

Supervision will be exercised at all times with the goal that no child will come to harm. In the case of damage caused by a child, it will be clarified whether there has been a breach of the duty of supervision (Art. 333 ZGB). The kiana group ag has to take all measures to prevent damage (e.g. create house rules, instructions on how to handle dangerous objects like sack knives etc.). Constant supervision of the child is not owed. If children wilfully damage the property of kiana group ag, the parents are liable for the damage caused. Parents are liable in particular if they have failed to inform the nursery about special or dangerous characteristics of the child.

To ensure seamless care, the responsibility of the route between school and the nursery lies with kiana. The children from the 1st kindergarten are picked up by the caregiver in the first weeks after the summer vacations. They accompany the children on foot or by public transport. When using public transport, parents are responsible for ensuring that their child has a valid ticket. Step by step, the children manage sections of the route on their own until they are able to manage the route independently after the visit of the traffic policeman at the latest. The responsibility for the journey between kiana nursery and home lies with the parents.

Public transport (ÖV) is used for excursions. In exceptional cases, transportation may sometimes be by car.

11.2 Child welfare, nutrition, hygiene and safety

For kiana group ag, the well-being of the child is the top priority. Important for this is the continuity of caregivers and their qualitatively good work. However, due to illness, accident or dismissal, changes of caregivers are unavoidable and common in the industry. The kiana group ag does its utmost to compensate for these absences for the benefit of the child. The application of the QualiKita principles in our daily work ensures a stable and consistent quality of care even in such events. In addition, the individual locations help each other and are supported at all times by the regional management, the pedagogical management as well as the management.

If necessary, the caregivers are supported by interns and apprentices. Parents note that apprentices in the basic training program for childcare specialists EFZ can take over the tasks of trained staff in the



third year of their apprenticeship after reaching the age of 18. They may, for example, go out alone with children, receive children independently in the morning or hand them over to the parents in the evening. It is the responsibility of the nursery management to decide whether a trainee is suitable for these tasks. Learners are instructed accordingly.

We attach great importance to a balanced and varied diet. Each site has a folder with a nutritional concept and 100 menu suggestions. The weekly menu plans are posted on the information wall. The menus repeat every 20 weeks, but are updated with seasonal vegetables and fruits. Meat, fish and vegetarian dishes are alternated in the day of the week so that each child has the same requirements for a balanced diet. Baby porridges made from vegetables and fruits are freshly prepared in stock and frozen. The fruit porridge in the afternoon is enriched with cereal and milk supplements brought by the parents. They are also responsible for their baby's bottle feeding. Our staff takes into account allergies and food intolerances. We keep a list of children who are not allowed to eat certain foods and, if possible, adjust the menu plan or offer an alternative. If this is not possible for organizational reasons, parents are required to bring the food for the child themselves.

Specialists and employees have knowledge in the hygienic handling of food and implement this consistently. The kiana group ag has a concept for hygiene and safety as well as a pandemic plan. To ensure good hygiene in the individual rooms, it is noted who cleans what, how often and how. The legal requirements for hygiene are regularly checked by the food inspectorate.

The premises including inventory as well as the surroundings of the kiana daycare center do not pose any danger to life and limb and are regularly checked for safety and sources of danger. Medication, chemicals, cleaning agents and fire materials are stored out of reach of children.

If the conditions for the operation of the kiana Kita are no longer met, namely if the well-being of the child is endangered, supervisory action is required (cf. Art. 18 ff. PAVO). For this purpose, the kiana day care center is visited as often as necessary, at least every 2 years, by a competent representative of the responsible supervisory authority. Parents can also report to the authority if there are indications that the child's well-being is at risk.

If advice and mediation by the authority or third parties cannot help, the authority will request the management of kiana group ag to immediately take the necessary measures to remedy the deficiencies. If gross and irremediable deficiencies occur, the competent authority may withdraw the license of the kiana day care center in question. However, as long as the well-being of the children is not endangered, the operation will continue for the time being until the children can be cared for at another suitable location.

In addition to the child or the parents, kiana group ag is also entitled to file a complaint. If parents give orders and instructions that are contrary to the best interests of the child, kiana group ag can call in the KESB. The KESB can order the necessary measures to protect the child (Art. 307 ff. ZGB).



11.3 Confidentiality and data protection

The caregiver is bound by professional confidentiality and does not disclose data about the child or the parents to outsiders without the parents' consent (except to a doctor or the police if necessary). kiana group ag may use the children's data in anonymized form for training purposes.

Parents shall treat information about kiana group ag and its locations as well as about other children cared for there and their families discreetly and shall not pass it on.

12 Duties and rights of parents

12.1 Illness and accident of the child

The kiana nursery does not have to care for sick children (e.g. temperature above 37.9 degrees, diarrhea, vomiting), they stay at home. This prevents other children or the caregiver from being infected and also makes the child more comfortable if he/she can stay at home in bed. It is at the discretion of the daycare management to request a medical certificate after a contagious illness. If a child becomes ill or has an accident at the kiana daycare center, the parents will be informed immediately and a joint decision will be made on how to proceed. Only in emergencies is the caregiver required to provide first aid and to consult a doctor or ambulance himself/herself. The parents can give instructions regarding medical care in the care contract (Art. 397 OR); no medication will be given to the child without written instructions.

12.2 Absences and deregistration as well as return

In the event of the child's absence due to illness or accident, the parents shall deregister the child via the online portal by 8 a.m. of the same day at the latest. A return of the child will be announced the day before at the latest. In order to simplify planning for the group, parents are asked to notify planned absences, such as vacations, as early as possible, at least 14 days in advance, also via the online portal. Absences never justify a reduction in parent fees.

In case of longer absences, the parents will either cancel the childcare place or continue to pay the fee. The child is only entitled to the childcare place after his/her return if the payment is continued. There must be at least 4 months between the last day of the terminated childcare place and the start of the new childcare. This is to prevent parents from terminating the contract during their vacations for cost reasons and then wanting to take out the same contract again the next month. In this case, a settling-in period will be carried out at the new start and the settling-in fee according to Art. 7.1 "Tariffs" will be due again.

12.3 Collection and delay

The childcare contract specifies by when the child must be picked up. Who is authorized to pick up the child is recorded by the parents with name and photo in the online portal. If the parents or persons authorized to pick up the child are late, an additional charge of CHF 20.- will be made for each 15 minutes or part thereof. The kiana Kita is not obliged to take the child home.



12.4 Payment arrears

If the parents fall behind with the payment of the fee, they will be put in default by a reminder (Art. 102 para. 1 OR). After the payment period of 30 days has expired, the parents receive a written notification by e-mail that the amount is still outstanding. After that they will receive a 1st reminder by mail with a payment deadline of 10 days and a contribution towards expenses of CHF 10. If the payment is delayed again, the 2nd reminder will also be sent by mail with a contribution towards expenses of CHF 20. The payment deadline of the 2nd reminder is also 10 days. In case of non-payment of the 2nd reminder, legal steps will be taken.

Parents have an overview of the current account balance and all paid and open invoices as well as reminders at any time in their personal login in the online portal.

Any requests for payment agreements or installments will be rejected. Parents can contact the designated authorities or financial institutions.

12.5 Availability

Parents can be contacted while their child is at the kiana Kita. Otherwise, they provide an alternative means of contact. Various information from kiana group ag is communicated to the parents by e-mail. The e-mail addresses given in the childcare contract will be used for this purpose. Parents are obligated to immediately enter changes in telephone number, e-mail or home address, family circumstances and other data in their personal login in the online portal and to check the e-mail at least once a week and to ensure that the e-mail does not end up in spam.

12.6 What is brought by the parents

The children are dressed comfortably according to the weather, so that they can move freely and also get dirty sometimes. Parents provide the following to the kiana nursery:

- Baby bottle or bottle of drink
- Nuggis oder Nuschis
- Spare clothes
- Slippers or non-slip socks

12.7 Insurance and liability

The parents have health and accident insurance as well as liability insurance for the child. The kiana group ag has a public liability insurance.

No liability is assumed for lost or damaged private items.



12.8 Severability clause

Should individual clauses of these Education and Care Regulations (GTC) be or become invalid, or wholly or partially unenforceable, or should a gap in these Regulations become apparent, the validity of the other clauses shall not be affected.

12.9 Applicable law and place of jurisdiction

The relationship between the contracting parties is subject to Swiss substantive law. The place of performance and exclusive place of jurisdiction is Zug.

12.10 Final provisions

The validity of the Education and Care Regulations is reviewed on a regular basis.

The education and care regulations of kiana group ag come into force on 15.10.2021.