

Education and Care Regulations (GTC)

kiana group ag per 1st January 2027

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1 Introduction

The education and childcare regulations (corresponding to the general terms and conditions) serve as the basis for successful cooperation between parents and the kiana group ag. The regulations are an integral part of the childcare contract.

2 Company and Management

The kiana group ag is a private-law organisation structured as a joint-stock company (Aktiengesellschaft). Under the name kiana Kita, its purpose is the private operation of nurseries, after-school care centres, and other similar establishments in the field of supplementary childcare, as well as the promotion of children's connection to nature.

The structure of business and operational management can be viewed on the kiana website: www.kianakrippen.ch. Authorisation and supervisory responsibility for each individual kiana Kita lies with the locally competent authority. The kiana Kitas hold valid operating licences and therefore comply with all national, cantonal, and municipal regulations. Compliance with these regulations is continuously monitored by the relevant supervisory authorities.

3 Quality

The kiana group ag is guided by its pedagogical concept, which places the child's well-being and development at the centre. We are committed to always ensuring high-quality childcare. In their daily work, our kiana Kitas apply the principles of our internal quality framework (kiKo), which is verified through quality controls and regular audits.

To promote children's connection to nature, we generally follow the guidelines of Erbinat, the Swiss association for experiencing and learning in nature (www.erbinat.ch).

The recruitment of staff is based on the quality requirements and staffing ratios stipulated by cantonal regulations. Each children's group is led by qualified professionals. The kiana group ag is also a training organisation, which is why unqualified staff and trainees are also employed.

According to modern pedagogical understanding, the presence of male caretakers is just as important as that of female caretakers for a child's development. For this reason, we also train and employ male professionals. Men and women perform the same duties. All staff members adhere to the code of conduct for the prevention of physical, psychological, and sexual boundary violations.

4 Opening and Care Hours

4.1 Opening Hours

Our kiana Kitas remain open all year round and do not have company holidays. In general, they are open 12 hours per day (from 06:45 to 18:45) for 5 days per week. On the day before a public holiday falling on a weekday, the Kitas close at 18:00. If the 24th and the 31st of December fall on a weekday, the kiana Kitas close at 13:00 on those days.

4.2 Closing Days (Weekends, Public Holidays, and Team Development Day)

On weekends and official public holidays, the kiana Kitas remain closed. This is included and accounted for in the monthly fee. Each autumn, the kiana Kitas close for one team development day. The closing days of the kiana Kitas are listed on our website under the respective locations.

4.3 Drop-off and Pick-up Times / Core Hours

To ensure a structured daily routine, children must be brought and collected during the designated drop-off and pick-up times.

Drop-off and pick-up times are: 06:45 to 09:00, 11:00 to 11:30, 13:30 to 14:00, and 16:00 to 18:45.

During the core care hours (09:00 to 11:00, 11:30 to 13:30, and 14:00 to 16:00), no children may be brought or collected, as these times are reserved for pedagogical activities.

Sufficient time should be planned for drop-off and pick-up. This allows the child to say goodbye calmly and leaves time for an exchange between parents and the childcare staff.

Babies under 12 months may attend kiana Kitas for a maximum of 11 hours per day. The Swiss umbrella association for nurseries (kibesuisse) recommends a maximum attendance time of 10 hours per day for babies under 12 months.

5 Admission Requirements

At kiana Kitas, children are generally cared for from the age of three months up to and including kindergarten age. For children who require special medical or educational support, admission is assessed on a case-by-case basis in consultation with relevant specialists.

6 Registration and Changes to Care Days / Extent of Care

6.1 Registration and Conclusion of Care Contract

Registration is completed online via the specific link for the location on our website www.kianakrippen.ch. By submitting the registration for the care contract, the requested care place and days are submitted to the respective kiana Kita as a request. Once the request has been either accepted or declined by the kiana Kita, parents will be informed of the decision via email. In the event of acceptance, the contract can be viewed in the parent app under "Family / Children" as "CareContract.pdf."

The childcare contract must be signed at least 20 days before the start of childcare so that the settling-in period can take place before the contract begins and can be arranged with the relevant nursery manager.

6.2 Extent of Care Offered

To enable and strengthen the child's relationship and bond with a caregiver and the group, a minimum amount of regular care is required. The minimum attendance is one full day per week or two half-days per week. For pedagogical reasons, kibesuisse recommends a minimum attendance of 2 to 3 days per week for babies and toddlers.

6.3 Changes to Booked Care Days

An increase or change to the booked care days can be requested online at any time via the Leoba parents' app under "Family / Children / Contracts / Request Change", subject to availability. The requested days are submitted to the respective kiana Kita as a request. Once the request has been accepted or declined by the kiana Kita, parents will be informed of the decision via email. In the event of acceptance, the contract is updated in the parent app under "Family / Children" and appears as "CareContract.pdf."

A reduction in the booked care days constitutes a partial termination and is handled in accordance with Section 8.

6.4 Additional Bookings

Parents with a valid care contract can via the Leoba parents' app also request additional care days or supplementary services, such as holiday care, online under "Additional Bookings." The requested days are submitted to the respective kiana Kita as a request. Confirmed additional bookings are visible in the parent app under "Additional Bookings." Once confirmed by the nursery management, the additional booking is fixed and must be paid for, even if it is not used.

Once approved by the nursery management, additional bookings are generally payable in full and will be invoiced in the week in which they take place. However, these additional bookings can be cancelled free of charge via the Leoba parents' app up to 5 days (or 120 hours) before the start of the booked day. If the additional bookings are cancelled later, they are payable in full.

6.5 Holiday care

Full-day holiday childcare can be booked online via the Leoba parents' app or on our website www.kianakrippen.ch under 'Services/Holiday Childcare'. Provided there is capacity at the relevant kiana

nursery, you can request holiday childcare days. It is not possible to request half-days; the service is available for full days only. Once your request has been confirmed or declined by kiana nursery, you will be notified of the decision by email. The price for a day of holiday childcare is based on the daily rate published on our website under 'Additional Bookings – Children's Rate' for one full day.

Confirmed holiday childcare days are generally payable in full following acceptance by the nursery management and will be invoiced in the week in which they take place. However, they can be cancelled free of charge via the Leoba parents' app, provided that the cancellation is sent to the kiana nursery at least 5 days (or 120 hours) before the start of the booked day. If holiday childcare days are cancelled later, they are payable in full.

7 Fees and Payment Terms

7.1 Fees (All-Inclusive) / Registration and Acclimatisation Fee

The published, currently valid fees of the respective kiana Kita apply, as published on our website. The fees include, in addition to care, meals and drinks (breakfast, lunch, and two snacks), as well as standard products provided by us such as nappies, care and hygiene products, sunscreen, toothbrush and toothpaste. Personal, special care and hygiene products, special dietary items, and infant formula are not included.

The kiana Kitas generally offer both subsidised and non-subsidised care places. For subsidised places, a distinction is made between care vouchers and service agreements. While parents can apply for care vouchers through their local authority, subsidies based on service agreements must be requested from the respective kiana Kita. The relevant forms are available on our website under each location. Applying, including the annual reapplication for individual contributions, is the responsibility of the parents. If no valid agreement exists, the published fee for non-subsidised care places at the respective location will be charged.

A one-time fee of CHF 300.00 is charged for the registration and acclimatisation of babies and nursery children. For newly entering kindergarten and school children, a one-time fee of CHF 100.00 is charged for registration and acclimatisation, provided they have not previously been cared for at the same kiana Kita.

7.2 Payment Terms

Flat-rate parental contributions and additional invoices are billed monthly and must be paid in advance within a 30-day payment period. The payment period ends no later than the end of the previous month, i.e., before the care service is provided. If an invoice is to be sent by post, an additional charge of CHF 2.00 will be applied.

7.3 Discounts

For the simultaneous care of another sibling at the same kiana nursery, a 10 per cent discount on the monthly fees for the older sibling will be granted from the date on which monthly fees are paid for both siblings. Registration, the settling-in period and any additional bookings will be invoiced without the discount. Discounts and subsidies cannot be combined. No refunds will be granted for services that have already been invoiced.

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 largely 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 Collaboration Between Families and kiana Kitas

Constructive collaboration requires a relationship of trust between the family, the kiana Kitas, and the care staff. Open communication is of great importance. In challenging situations involving the child, the parents or persons responsible for the child are involved at an early stage, and potential solutions are discussed jointly. In cases of difficulties or conflicts in the cooperation between the family and the care staff, both parties may approach the nursery management. If conflicts arise between the family and the on-site nursery management, the regional pedagogical management is responsible for internal and external communication.

Parents and care staff exchange information at least once a year regarding the child's development and to strengthen the educational partnership. Value is placed on communication during drop-off and collection times. Staff are happy to inform parents about what their child has experienced.

If there are changes in the family situation, such as separation, custody issues, or child protection measures, these must be communicated immediately to the nursery management. If necessary, the child's personal data sheet will be updated.

10 Admission and Acclimatisation

10.1 For Babies and Nursery Children up to Approximately 4 Years Old

Careful acclimatisation is particularly important for babies and nursery children. During the admission meeting, parents receive information about the group structure and daily schedule, and the acclimatisation period is planned together. They discuss how the child will be prepared for and supported through the new situation. Acclimatisation is carried out carefully, gradually, and as stress-free as possible, initially in the presence of the child's key person. The acclimatisation period takes place before the start of the contract and lasts on average 2 weeks. It can be extended if necessary. The costs for acclimatisation are invoiced separately in accordance with section 7.1

10.2 For Kindergarten Children up to Approximately 7 Years Old

The acclimatisation of kindergarten children (KiGa children) generally follows the same procedure as for nursery children. The difference is that the acclimatisation period takes place exclusively in the afternoon from lunchtime onwards, thus in a slightly shortened form. It should be noted that the first separation from the accompanying person occurs no earlier than the fourth day of acclimatisation.

10.3 Children Changing Location / Group Within the kiana group ag

Transitions are regulated in the pedagogical concept and are accompanied by an age-appropriate transition ritual.

11 Duties and Rights of kiana group ag

11.1 Duty of Care, Loyalty, and Supervision

kiana group ag owes a duty of care and loyalty to the parents and the child (Art. 398 para. 2 Swiss Code of Obligations). Careful attention to the child includes considering the child's age, individual needs, and interests. In the context of the duty of loyalty, the kiana Kita safeguards the interests of the parents and

informs them of all important matters concerning their child. Additionally, the physical integrity of the child and the child's belongings (clothes, toys, etc.) are protected. Any personal property brought by the child is treated with the same care and protected from damage as the property of the kiana group.

Supervision is always maintained to ensure that no child comes to harm. In the event of damage caused by a child, it will be assessed whether there has been a breach of the duty of supervision (Art. 333 Swiss Civil Code). The kiana group ag takes all necessary measures to prevent damage (e.g., establishing house rules, instructing on the use of dangerous items such as pocketknives). Continuous monitoring of the child is not owed. If children intentionally damage kiana group ag property, the parents are liable for the resulting damage. Parents are particularly liable if they fail to inform the kiana Kita of any special or dangerous characteristics of the child.

Responsibility for the commute between kindergarten or school and the kiana Kita generally lies with the parents. Children in their first year of kindergarten are accompanied by a care staff member only during the first weeks after the summer holidays to familiarise them with the route. They may accompany the children on foot or by public transport. When using public transport, parents are responsible for ensuring their child has a valid ticket. After the autumn holidays at the latest, children travel independently. Responsibility for the commuting between the kiana Kita and home rests with the parents.

For excursions, public transport is used. In exceptional cases, transport by car may be arranged.

11.2 Child Welfare, Nutrition, Hygiene, and Safety

The welfare of the child is the highest priority for the kiana group ag. Continuity of care staff and their high-quality work are essential to this. However, changes in care staff due to illness, accident, or resignation are unavoidable and occur often within the childcare sector. The kiana group ag makes every effort to compensate for such absences in the best interests of the child. The application of the internal quality framework in daily work ensures consistent, high-quality care even during these events. In addition, the individual locations support each other and receive ongoing support from both the regional pedagogical management and the executive management.

Care staff may be assisted by untrained or trainee personnel. Parents acknowledge that trainees in the basic training programme "Childcare Specialist EFZ" may, after their 18th birthday and in their third year, take on tasks normally carried out by qualified staff. For example, they may accompany children alone, greet children independently in the morning, or hand them over to parents in the evening. The nursery management decides whether a trainee is suitable for these tasks. Trainees receive appropriate guidance.

The kiana group ag places great importance on a balanced and varied diet. Weekly menus are displayed on the notice board in each kiana Kita. Menus include seasonal vegetables and fruits. Meat, fish, and vegetarian dishes are alternated during the week to ensure that each child has equal opportunities for a balanced diet. Baby purees made from vegetables and fruits are freshly prepared in advance and frozen. Afternoon fruit purees are enriched with cereal in consultation with the parents. Parents are responsible for formula and milk supplements for their babies. Staff take allergies and food intolerances into account. A list of children who should avoid certain foods is maintained, and the menu is adapted where possible, or an alternative is provided. If this is not possible for organisational reasons, parents must provide the food for their child.

Professionals and staff are knowledgeable about hygienic handling of food and apply these practices consistently. The kiana group ag has a hygiene and safety concept as well as a pandemic plan. To ensure good

hygiene in each room, it is recorded who cleans what, how often, and how. Legal hygiene requirements are regularly checked by the Food Inspection Authority.

The premises, including inventory and the surrounding environment of the kiana Kita, pose no danger to life or health and are regularly checked for safety and potential hazards. Medicines, chemicals, cleaning agents, and fire-related items are stored out of reach of children.

If the requirements for operating a kiana Kita are no longer met, particularly if the welfare of the child is endangered, supervisory action (cf. Art. 18 ff. PAVO) is required. For this purpose, the affected kiana Kita is visited as often as necessary, at least every 2 years, by a qualified representative of the responsible supervisory authority. Parents may also report to the authority if there are indications that the welfare of the child is at risk.

If advice and mediation by the authority or third parties are insufficient, the authority requires the management of kiana group ag to take immediate measures to rectify the deficiencies. In the case of serious and irreparable deficiencies, the competent authority may revoke the operating permit of the kiana Kita concerned. However, if the welfare of the children is not endangered, operations will continue until the children can be cared for at another suitable location.

In addition to the child and parents, the kiana group ag is also entitled to make complaints. If parents give instructions that contradict the child's interests and wellbeing, the kiana group ag may involve the Child and Adult Protection Authority (KESB), which can order the necessary measures to protect the child (Art. 307 ff. Swiss Civil Code).

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). The kiana group ag may use the children's data in anonymized form for training purposes.

Parents shall treat information about the 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

Children who are unwell (e.g. temperature above 37.9°C, diarrhoea, vomiting) cannot be cared for in kiana nurseries. This prevents other children or staff members from being infected and ensures that the child is more comfortable recovering in a calm and individually supervised environment. The nursery management may, at its discretion, request a doctor's certificate after a contagious illness. Should a child fall ill or have an accident while at a kiana nursery, the parents will be informed immediately, and the next steps will be agreed jointly. Only in emergencies will the staff provide first aid and consult a doctor or emergency services themselves. Parents may give instructions to staff regarding medical treatment (Art. 397 Swiss Code of Obligations), but without a written instruction no medication will be administered to the child.

12.2 Absences, Withdrawals and Return

If a child is absent due to illness or accident, parents must notify the nursery via the parent app by no later than 8:00 a.m. on the same day. The return of the child must be announced at the latest by the day before. To simplify group planning, parents are asked to notify planned absences such as holidays as early as possible, at the latest 14 days in advance, also via the parent app. Absences never justify a reduction in parental contributions.

For longer absences, parents must either terminate the childcare place or continue paying the fees. Only if fees continue to be paid does the child retain the entitlement to the childcare place upon return. There must be at least three months between the last day of a terminated childcare place and the start of a new placement. This prevents parents from terminating their contract for cost reasons during holidays and re-enrolling the following month. In the event of a new start after a longer contract break, a settling-in period will be carried out and the Administration and Acclimatisation Fee according to section 7.1 becomes due again.

12.3 Collection and Delay

The website specifies the latest collection time for children. Those authorised to collect the child are recorded by name upon registration. If parents or authorised persons arrive late for collection, a surcharge of CHF 20.00 per commenced 15 minutes will be charged. The staff of kiana nurseries cannot accompany children home.

12.4 Payment Arrears

If parents fall into arrears with fee payments, they will be formally reminded (Art. 102 para. 1 Swiss Code of Obligations). The first reminder is sent by e-mail with a payment deadline of 10 days. In the event of renewed default, a second reminder is sent by post and by e-mail together with an administrative fee of CHF 20.00 and a payment deadline of 10 days. A third reminder follows, also by post and by e-mail, with an administrative fee of CHF 50.00 and a payment deadline of 10 days. If the third reminder remains unpaid, legal action will be taken. Requests for instalment agreements or payment by instalments will be refused. Parents may contact the competent authorities or financial institutions for support.

12.5 Availability / Information Exchange

Parents must remain reachable while their child is at a kiana nursery. Otherwise, they must provide an alternative contact. Important information from the nursery will be communicated to parents via the parent app. Parents are obliged to check received information daily; therefore, it is recommended to activate push notifications. Changes of telephone number, e-mail or home address, family circumstances or other relevant data must be entered into the parent app without delay.

12.6 What Parents Must Provide

Children must be dressed appropriately for the weather in comfortable clothing, allowing them freedom of movement and the possibility of getting dirty. Parents must provide the nursery with the following:

- Bottle or drinks flask

- Soother and / or cuddly toys
- Spare clothing
- House shoes or non-slip socks

12.7 Insurance and Liability

Parents must hold health and accident insurance as well as liability insurance for their child. The kiana group ag has business liability insurance.

No liability is accepted for lost or damaged private belongings.

12.8 Severability Clause

Should individual provisions of these Terms and Conditions of Education and Care prove to be invalid or unenforceable, in whole or in part, or should a gap in these regulations become apparent, the validity of the remaining provisions shall remain unaffected.

12.9 Applicable Law and Place of Jurisdiction

The relationship between the contracting parties is governed by substantive Swiss law. The place of performance and exclusive place of jurisdiction is Lucerne.

12.10 Final Provisions

These Terms and Conditions of Education and Care will be regularly reviewed for validity.

The Terms and Conditions of Education and Care of kiana group ag enter into force on 1st January 2027.