

General contract terms for the daycare centres
(Allgemeine Vertragsbedingungen für die Kindertagesstätten, AVBK)
operated by the Heidelberg Student Union (Studierendenwerk Heidelberg, StWH)

§ 1 Usage authorisation

Usage authorisation is based on the StWH's terms of use regarding daycare centres.

- a) For the winter semester, usage authorisation in accordance with § 1a of the terms of use (children of students) must be proven by 1 October, and for the summer semester by 1 April, by means of the submission of a matriculation certificate. If this is not submitted in due time, then the StWH shall be entitled to raise the childcare contribution up two levels. This requires no contractual amendment. There shall be no refund of the increased contribution amount in cases of late submission. If the matriculation certificate is not submitted upon request either, then the StWH is entitled to terminate the childcare contract in accordance with § 9d AVBK.
- b) In the case of the children of staff or employees of the university, the clinic or the student union, the termination of their employment in one of the aforementioned StWH facilities must be notified immediately in writing.

§ 2 Contribution amount

- a) The amount of the parental contributions will be calculated by the StWH annually, within the scope of the drawing up of the budget. Following the establishment of the budget by the administrative board of the StWH, any change to the amount for the new financial year shall be notified in writing. The amended contribution shall be payable from the following month, provided the fee increase was announced by the 15th of the previous month.
- b) The amount of the individual parental contribution is income-based. The relevant figure is the expected gross annual family income from the start of contract, on account of which the corresponding current gross incomes must be disclosed to the StWH. changes in income, which presumably entail a change in the contribution level, must be notified to the StWH immediately, with corresponding evidence to be provided. The StWH can also review the parental contribution at any time and may request any corresponding documentation. If proof of income is not submitted to the StWH by the requested point in time, the contributions shall increase by two levels until the proofs are submitted. There shall be no refund of the increased contribution amount in cases of late submission. A contribution adjustment shall take place following the checking of the proofs, with retroactive effect from the date of the change of income. In deviation from this, decisions may be made on a case-by-case basis in cases of particular hardship.
- c) A change in status must be notified immediately and, for example, always applies upon completion of studies. In this case, any resulting contribution adjustment shall take place at the time of the status change.

§ 3 Payment of contribution

- a) The parental contribution is due on the 3rd working day of each month and will be debited to an account to be specified by the StWH by direct debit. If the debit is not possible due to insufficient funds, then the parents/guardians must bear the resulting costs and fees. Parents/guardians are liable for the payment of the contributions and other fees as co-debtors.
- b) The obligation for the payment of the contribution does not lapse if the childcare is not availed of - regardless of the reasons why. This also applies for period of time during which the establishment is closed.

§ 4 Contribution reduction

- a) If more than one child in a family is cared for in the StWH childcare facilities, then the contribution in the contribution group below is charged for the second and every subsequent child. If the contribution in the lowest contribution group is already charged for the first child, then no further reduction is possible.
- b) The reduction shall lapse and the regular contribution shall once again be collected as soon as only one child is being cared for.

§ 5 Admission/Contract start/Contract extensions

- a) Admission applies for children over 3 years old, for full kindergarten years. The kindergarten year begins on 1 September and end on 31 August of each year. Exceptions are possible should places become free mid-year. In case of children under 3 years of age, the contract automatically ends in the month and year in which the child turns three years old.
- b) The contract start, and therefore the start of the contribution obligation, is generally the first of the month, even if the admission of the child into the care facility (beginning of care) only takes place (or can only take place) during the course of the month or if the first of the month falls on a weekend or public holiday.
- c) In the crèche area, the care contract can be extended for a maximum of three months after the agreed contract end. To this end, a written application must be sent (by email, post or fax) to the daycare management no later than two months prior to the agreed contract end.

§ 6 Supervisory responsibility/Liability

- a) During the opening hours of the facility, the teaching staff are as a rule responsible for the children. Supervisory responsibility begins with the personal handover of the child to the care staff in the facility and ends with the handover of the child to the person with collection authorisation.
- b) On the way from and to the facility and on the way home, supervisory responsibility lies solely with the parents/guardians or the person with collection authorisation. Accidents on the way to or from the facility must be reported to the facility management immediately.

- c) During official events in the daycare facility (e.g. summer party), as a rule supervisory responsibility lies with the present guardian, both within and outside of the regular opening hours.
- d) The children are insured against accidents in accordance with § 2 Para. 1 No. 8 a of Social Security Code VII
- e) (Sozialgesetzbuch VII):
 - during the visit to the facility.
 - whilst directly en route from the place of residence to the facility and on the way back
 - during all events, including outside of the facility premises (walks, parties, events etc.)
- f) No liability is accepted for loss, damage or mix-ups in the cloakroom, nor for other personal items belonging to the child. It is recommended that the items be marked with the name of the child.
- g) Under certain circumstances, the parents/guardians may be liable for damages caused by a child to third parties. Private liability insurance is therefore recommended.

§ 7 Care and opening hours

All facilities are open all year from Monday to Friday (with the exception of statutory holidays and the bridging days between the years). The precise opening hours will be made known by means of a notice in the individual facilities.

§ 8 Closing times/times when childcare is not provided

- a) During low-capacity times (e.g. school holidays) individual groups may be combined and joint childcare provided.
- b) If, for a particular reason, a facility remains closed, e.g. due to illness, if prevented for official reasons or for urgent repair work, the parents/guardians shall – if possible – be notified in due time by means of a notice.
- c) The StWH shall endeavour to avoid any unforeseen closure of the facility lasting for a duration of more than three days. This does not apply if the facility must be closed in order to avoid the transmission of contagious diseases.

§ 9 Withdrawal/Termination

- a) The parents/guardians can terminate the care contract by the 15th of a month, with effect from the end of the month after next. The termination must be made in writing to StWH, Kita-Verwaltung, Marstallhof 1, 69117 Heidelberg, or by email to kitav@stw.uni-heidelberg.de.
- b) If it is possible to fill the newly free space immediately, the termination may be accepted prior to the end of the period of notice. The decision in this regard lies solely with the StWH, which shall be entitled to give priority to both educational considerations and also any applications on the waiting list.
- c) The StWH has an extraordinary right of termination from the end of the kindergarten year, subject to a notice period of 3 months, if the premises have to be vacated e.g. due to reconstruction or renovation.
- d) An extraordinary termination from the moth's end with a notice period of 2 weeks can take place if, in spite of a reminder having been issued, the matriculation certificate is not submitted (§ 1a).
- e) An extraordinary termination by the StWH can take place without adherence to a notice period (termination without notice)
 - if the contributions are not paid for two successive months or if case of repeated late payment,
 - if a child is repeatedly collected late from the daycare centre and, in spite of several prompts and reminders being issued by the teacher, there are no changes in behaviour in this regard,
 - in case of serious or repeated breaches of the care contract, the terms of use or the general terms & conditions,
 - if the child has not attended the facility for more than 4 weeks without excuse,
 - in case of other serious reasons that render the child remaining in the childcare facility unreasonable for the StWH or for other children being cared for or their guardians.

§ 10 Other obligations on the part of parents/guardians

- a) If a child is to be absent for more than one day, the facility management must be informed.
- b) In case of illness, the outbreak of skin rashes, sore throat, vomiting, diarrhoea or fever, children must be kept at home. This also applies for the occurrence of lice.
- c) If a child or family member should fall ill with a contagious disease pursuant to § 34 of the German Infection Protection Act, the management must be informed immediately, and no later than on the day after the illness presents. Attending the facility is not possible in any of these instances.
- d) Before the child attends the facility following a contagious disease - including in the family - a medical clearance certificate must be submitted. This also applies if the child is to be considerably physically affected within the everyday running of the daycare centre, following an illness or surgery.
- e) As a rule, the child must be collected from the daycare centre within the opening hours.

§ 11 Coming into force and future amendments to the general terms & conditions of the daycare centres (AVBK)

The AVBK as of March 2016 shall come into force on 01.09.2016 and can be amended with future effect. The amendments shall become effective if, following the notification of the other contractual party, these changes have not been objected to within a period of 6 weeks, with objections to be raised with the management of the StWH in writing or verbally.

Valid as of: March 2016