

TERMS AND CONDITIONS FOR THE ST. NIKOLAUSSTIFTUNG NURSERY

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*As of January 2023; Any changes to these terms and conditions will be displayed on nursery notice boards.
Current terms and conditions may be downloaded from our home page at www.nikolausstiftung.at.*

I. GENERAL RULES

1. These terms and conditions are the basis for all childcare contracts concluded with the St. Nikolausstiftung (hereinafter referred to as STN), as represented by local managers. Any provisions that contravene or deviate from these terms and conditions shall be agreed in writing between the parent/guardian and STN.
2. By signing the childcare contract, the parent/guardian declares that s/he is the legal guardian of the child and shall notify nursery management without delay of any changes to personal details (e.g. primary residence, telephone contact details, legal guardianship, proof of employment (if necessary), emergency contact details, individuals authorised to collect the child). Unless notified of any changes in writing, the last notification applies to STN. Changes in custody must be officially confirmed. All actions of the STN are therefore based on this information.
3. In the event that a child is given priority due to employment commitments, the parent/guardian shall provide proof of such employment on request, submitting evidence of current income to the relevant manager. The following documents shall be deemed to constitute proof of income: most recent payslip, income tax return notice (if self-employed), confirmation of enrolment, a current Arbeitsmarktservice (Public Employment Service) (AMS) course certificate, a freelance or service contract in respect of ongoing work, confirmation of ongoing training or of future employment.
4. Should the parent/guardian of a child who is already attending a nursery become unemployed at a later date, the childcare place will continue to be available. To the extent that it is needed for business, organisational or financial reasons, STN is able to switch childcare arrangements onto a half day or part time basis.
5. Education and childcare at STN nurseries is undertaken on the basis of the WKGG (Vienna Kindergarten Act), the principles of the applicable current education framework, statutory requirements, the framework for religious education (Religionspädagogischer Bildungsrahmenplan), and the educational standards of the STN. Each nursery also has an education strategy that is available to view at any time.
6. Final year at nursery: Children in their final year are obliged by law to attend nursery for a minimum of four days per week and for at least 20 hours, with the exception of school holidays.
7. Parents/guardians shall visit the premises and inspect the facilities of the relevant nursery and declare explicitly that they are satisfied with the condition and quality of provision.
8. Administrative communication between the pedagogue / room leader and the respective guardian is primarily done via KidsFox App. General information (e.g. appointments, postponements, regulations, news) can promptly be transmitted via the application (APP). Any conversations concerning the child/children, such as the first meeting with the parents or development talks, will continue to take place in person. Any changes concerning the contract (regarding terminations, cancellation of meals, please see also point III / 6, changes in care times and changes in custody authorization) must be done in writing (by email / forms). KidsFox can be used on any mobile device or computer. Other legal entities have no insight into communications between your family and the kindergarten. You can find more information at: <https://foxeducation.com/kidsfox/>. Should you not be able to use this type of communication application, please contact the site management.
9. Section 8 para 3 of the Vienna Kindergarten Law (Wiener Kindergarten-gesetz), requires STN (employees of the relevant nursery/crèche) to report any children suspected to be at risk.
10. The house rules of the STN and the respective kindergarten class apply. Children are not allowed to bring valuables to the kindergarten. Consequently, the STN will not assume any liability for valuables. We would like to point out, that we also have site entry regulations for our locations in place, in order to unilaterally adopt a view of preventing the spread of disease. All kindergarten locations may thus only be entered in compliance with these regulations and by either custodians and/or other pick-up authorized persons.
11. Space for buggies and pushchairs: where nurseries/crèches make spaces available for the storage of pushchairs and buggies, we would expressly point out that parents make use of this facility solely at their own risk and that the provision of such spaces is not intended to establish a contract for the provision of secure custody. Leaving a pushchair or buggy in no way establishes such a contract and STN accordingly accepts no liability in this context.

II. EDUCATIONAL PARTNERSHIP

1. In applying for a child to be admitted to a catholic nursery, parents/guardians are expressing the wish that their child be educated in accordance with Christian principles. As an educational establishment, the nursery sees its role as complementing that of the family. In order to ensure that children are provided with the best possible care/education/upbringing, it is important that we have regular opportunities for contact and information exchange with parents/guardians.

2. As per WKDD Article 4(3), parents/guardians are encouraged to take part in a discussion about progress at least once during the year. The discussion al-

lows parents/guardians to compare notes with teachers about positive aspects of the child's development, recognise potential and provide space for all-round development.

3. We also expect parents/guardians to attend nursery events such as parties and parents' evenings.

4. Specific guidelines apply to admission and induction. These can be found in our Induction Handbook and can also be downloaded from our home page.

III. FEES AND PAYMENT ARRANGEMENTS

1. Elementary education and childcare is non-contributory, subject to the terms stipulated below (see section IV). Fees and payment arrangements for children and parents/guardians who do not have their main place of residence in Vienna can be found at www.wien.gv.at/bildung/kindergarten (see also point IV).

2. Full-time nursery is non-contributory in Vienna. However, this should not be taken to imply entitlement to a place at a nursery. Half-day, part-time or full-time places can only be offered on the basis of available resources and taking account of allocation criteria.

3. Families with a low net income have the option to apply to Municipal Department (MA) 11 (Department for Youth and the Family) for exemption from meal fees. Details are available at www.wien.gv.at/bildung/kindergarten.

4. Fees for outings, cultural and other events and additional services (see point 5 below) are the responsibility of parents/guardians and will be invoiced separately. Fees are payable upon registration for the proposed event, regardless of whether the child actually participates in the event. In the event that a child does not participate and STN is able to recover fees from the event provider, the amount will be passed on to the parents/guardians of the absent child.

5. St. Nikolaus will levy a fee, payable monthly 10 times a year from September to June, to cover services over and above those subsidised by Municipal Department (MA) 10. The STNs contribution is to be paid regardless of the use of the childcare place, i.e. also for periods of vacation, illness, other (un)excused absences or an official infection ban. Fees may be halved subject to a written application for brothers and sisters in the same nursery, or for children in receipt of a subsidy from MA 11. Application forms are available from nursery management upon signature of contract. Sibling discounts are valid for one year and can be extended for a further year on application.

6. Meal fees and other charges (see points 4 and 5 above) should be paid by direct debit or bank transfer. Charges for meals will be levied monthly 10 times a year from September to June and are non-refundable. If notice in advance (**in writing (by email/form)**) that a child does not require meals for a full month, meal fees will not be payable.

a. Meals costs for July and August are calculated on a weekly basis after registration and are binding (non-refundable!).

7. Meal fees and the St. Nikolaus fee should be paid by the 15th of the month in question. Fees for outings, cultural events and any other chargeable activities are payable by the 15th of the subsequent month. Notices will be put up to inform parents/guardians in advance about the details of these costs. Current meal fees, all other fees and any adjustments to them, will be displayed on nursery notice boards. Information is also available from nursery management or the nursery homepage.

a. In case of non-compliance with the selected care times, EUR 10.00 must be charged for each additional half hour.

8. Registration fees, which are payable on signature of the childcare contract, cannot be refunded under any circumstances.

9. STN reserves the right to raise fees in the event that the basis for fee calculation changes due to circumstances beyond STN's control (e.g. changes in the law regarding working time, holiday entitlement or staff qualification requirements, supervision key, collectively agreed wage and salary changes). A unilateral increase by STN only serves to cover the above-mentioned additional expenses and does not lead to an increase in STN's profit margin. Planned increases in fees will be notified immediately, and at the latest four weeks in advance of the increase.

10. In the event of justified increases in wages and prices during the year, fees will be adjusted in line with increased costs and parents/guardians will be required to pay the increased amount from the date in question.

11. In the event of late payment, interest on arrears will be charged at the rate of 1% per month. Parents/guardians undertake to pay any non-judicial recovery costs, as long as these are in proportion to the amount collected.

12. Incoming payments will always be offset against the oldest payment due. Instructions to the contrary on payment slips cannot be considered due to automated processing.

13. Even in the event of that parental responsibility is transferred to a person not named in the childcare contract, payment obligations will continue to rest with the parent/guardian named in the contract, until such time as the nursery manager has given written consent to the new guardian being party to the contract.

14. In the event of cancellation of subsidies by the City of Vienna, childcare fees previously paid by the City of Vienna will be payable by parents as of the date fixed by STN.

15. Fees are also payable in the event of extended absence from nursery, and even in the event of the nursery being officially closed due to infection.

16. MA 10 terms of payment state that children may take up to 4 weeks' (20 days) continuous holiday (outside of July and August) without forfeiting their subsidy. As a consequence, where holidays longer than 4 weeks are taken, there is therefore no entitlement to subsidy for the whole period of holiday taken. For the month in which the child returns from an extended holiday, subsidising of childcare will only be resumed after the number of days the child has been present at nursery has been verified, and in consultation with MA 10. In the event that it is planned to remove a child for longer than 4 weeks' consecutive holiday, STN will apply a compensatory reservation fee in the amount of the current level of subsidy paid by the City of Vienna for the type of childcare in question and the age of the child concerned. Subject to notice, meal fees will not be payable. The above provisions also apply until further notice to verified lengthy absences due to illness. Should the child return from holiday/verified lengthy absence due to sickness at a point that enables the subsidy for that month to be paid by the City of Vienna, STN will immediately reimburse the reservation fee.

Parents/guardians undertake to notify nursery management in writing in the event of illness, a sick note (see IX point 7) at least 2 weeks in advance of the start of any holiday.

17. Parents/guardians are jointly liable with STN for any claims arising from the childcare agreement.

IV. MUNICIPAL DEPARTMENT 10 SUBSIDY

Subsidised childcare places are governed by City of Vienna funding guidelines. See general funding guidelines on “non-contributory nurseries” at www.wien.gv.at/bildung/kindergarten.

As long as the conditions for subsidy are complied with, childcare costs will be met by MA 10 as follows (as of January 2023):

	0 to 3.5 years old	3.5 to 6 years old
Full day (40 to 50 hours/week)	EUR 284,69 (*677,37)	EUR 284,69 (*455,32)
Part time (26 to 39 hours/week)	EUR 284,69 (*677,37)	EUR 206,27 (*376,90)
Half day (16 to 25 hours/week)	EUR 284,69 (*677,37)	EUR 168,50 (*271,41)

*incl. basic contribution

The full subsidy amount consist of the basic contribution and childcare costs and will only be granted by MA 10 if a child is registered in the Vienna nurseries database (MA 10 office) and the allocated child customer number is forwarded immediately to nursery management. If a child customer number is not applied for, and/or the nursery management is not informed of it, the full current subsidy amount shall be payable (as of January 2023):

	0 to 3.5 years old	3.5 to 6 years old
Full day (40 to 50 hours/week)	EUR 677,37	EUR 455,32
Part time (26 to 39 hours/week)	EUR 677,37	EUR 376,90
Half day (16 to 25 hours/week)	EUR 677,37	EUR 271,41

MA 10 will also only subsidise the monthly care fee if a child and **at least one of its guardians have their primary residence in Vienna (with effect from the first day of the month)**. Should this not be the case, childcare costs payable will be (as of January 2023):

	0 to 3.5 years old	3.5 to 6 years old
Full day (40 to 50 hours/week)	EUR 284,69	EUR 284,69
Part time (26 to 39 hours/week)	EUR 284,69	EUR 206,27
Half day (16 to 25 hours/week)	EUR 284,69	EUR 168,50

The City of Vienna may unilaterally amend or adapt funding guidelines or subsidy amounts.

Should subsidy amounts change in any way, the relevant fees will be displayed on notice boards in the nursery concerned and on its homepage. Current subsidy amounts can be found at www.wien.gv.at/bildung/kindergarten.

V. OPENING TIMES/CLOSING DAYS

1. Opening times for STN nurseries can be found in the childcare contract for the relevant nursery and on its homepage.
2. By signing a contract, parents/guardians agree to ensure their child attends regularly, as envisaged by the type of care chosen.
3. Any absence (either planned or unforeseen, e.g. due to illness) should be notified to the nursery in advance of the time the child would normally be expected to arrive.
4. Children must be collected at the latest by the end of the agreed session by a parent/guardian or an authorised person. If the parents/guardians or the authorised person are delayed, they should telephone the nursery manager as quickly as possible. Should a delay lead to childcare being provided outside of the hours agreed, charges will be imposed as appropriate.
5. Our nurseries are closed for a maximum of 25 days in addition to public and religious holidays. No childcare is available at your nursery on these days. The days when individual nurseries are closed are set by nursery management. Notices in nurseries will inform parents/guardians in good time of when nurseries will be closed. Where there is an urgent need, it will in principle be possible to offer childcare at another STN nursery (with the exception of 24th December to 1st January and Good Friday). In this case, parents/guardians should inform the nursery manager of such need in good time and where applicable provide evidence (e.g. proof of employment). There is no legal right to a nursery place at an alternative STN nursery when your regular nursery is closed.
6. On the Friday after Easter all groups will finish at 1pm (teacher training).

VI. TYPES OF CHILDCARE

1. STN provides childcare as shown below:
 - a. Full day: min. 40 max. 50 hours/week
 - b. Part time: min. 26 max. 39 hours/week
 - c. Half day: min. 16 max. 25 hours/week
2. It is possible to switch from one to another type of childcare by application to nursery management. Changes to childcare hours depend on resource constraints; there is no automatic right to switch.
3. Admission (first visit) to nursery must take place on the day identified in the childcare contract. Admission at another time may be possible by prior arrangement with the nursery manager, for instance for the purposes of staged induction.
4. For pedagogical reasons each child should take a minimum of four weeks' "holiday from nursery" per year; this should be taken in whole weeks (either as individual weeks or as several weeks together). Each holiday should be notified in advance to the teacher in charge of the child's group. Absences due to illness do not count as holiday.

VII. DUTY OF SUPERVISION

The duty of supervision begins when children are personally handed over to an employee of the nursery. It ends when children are handed back by the employee to a parent or guardian or to an individual authorised by the parent/guardian (see section VIII).

A duty of supervision also exists outside of the nursery premises, for as long as the children are in the care of a teacher or assistant. The duty of supervision does not pertain where a child is accompanied by a parent/guardian or another authorised person.

VIII. INDIVIDUALS AUTHORISED TO COLLECT CHILDREN

1. Parents/guardians are the primary individuals authorised to collect their children.

2. Parents/guardians may authorise one or more other people in writing to collect their child from nursery.

a. Such individuals must be at least 15 years old and be mentally and physically competent to look after the child.

b. If authorisation in writing has not already been provided to nursery management for an individual to collect a child, written confirmation must be provided to nursery staff, to authorise that individual to do so. In the event that the individual is not known personally to staff, they will be required to provide proof of identity.

c. Should there be any doubt about authorisation or about the physical or mental competence of the individual collecting a child, the duty of care of nursery staff obliges them to refuse to hand over the child. They will immediately inform the child's parents/guardians, if necessary.

d. Where there is joint custody of a child, written authorisation from one parent will suffice. However, should the wishes of parents/guardians with joint custody be in conflict, STN may insist on the provision of a joint declaration of intent.

3. Unacceptable behaviour by a parent/guardian or authorised individual towards nursery staff may lead to nursery management issuing a verbal or written ban on entering the building.

IX. ILLNESS OR SUSPECTED ILLNESS OF A CHILD

1. Children with infectious or other illnesses, whose state of health could compromise other children or put them at risk, are not allowed to attend nursery. The same applies to children affected by nits or lice. This also applies to all those authorized to collect the child(ren).

2. If a child contracts an infectious illness, the nursery manager should be notified as soon as possible.

3. Paragraphs 1 and 2 above also apply in cases where infection or infestation is suspected.

4. Proof of recovery from infectious illness must be provided as required by the nursery, in the form of a doctor's certificate. Any costs incurred are to be borne by the legal guardians. In the case of nit and louse infestations, confirmation is required from the district health authorities that the child is free of infestation. The child may only return to nursery after such confirmation has been provided.

5. Medicines (e.g. cough mixture, antibiotics, homeopathic remedies etc.) are not administered by nursery staff.

6. For children with chronic illnesses, the necessary arrangements should be agreed in consultation with nursery managers and the child's doctor. The doc-

tor and nursery management should decide together whether the child's specific requirements can be met by the staff. In any case, the responsible personnel must be trained by a doctor. Any such training is to be organised and paid for by the parents of the respective child(ren). If this is not possible, a chronically ill child may not be admitted to nursery.

7. Any illness-related absence (not just infectious diseases) is to be reported immediately. If it is only a small infection or something similar (max. 5-10 working days of absence), no doctor's confirmation is required. After 10 days at the latest, however, a doctor's visit should be necessary, and the doctor should always be asked about the probable duration of the illness. If it is foreseeable that the child(ren) will be ill for more than 4 weeks, a doctor's note stating the probable duration of the illness must be obtained immediately so that an application for an exception can be made to the City of Vienna - Kindergartens in good time.

I.e.: At the time of becoming aware of a probable long sick leave or at the latest on the 20th day of the long sick leave a medical certificate with the probable duration of the illness should be made available.

If the City of Vienna does not grant kindergarten funding in case the proof is not provided or is provided too late, the legal guardians must compensate for any lost funding.

X. TERMINATION OF CHILDCARE CONTRACT

1.

a. The childcare contract shall terminate on 31st August of the nursery year in which school attendance becomes compulsory, without the need for a separate declaration or any other action to be taken by either party.

b. The childcare contract shall terminate at the end of the nursery year on 31st August (limited to 1 year), without the need for a separate declaration or any other action to be taken by either party. In the case of fixed-term contracts, Children who have attended the nursery in the preceding year and are not yet of school age will be given priority.

2. The child's first month of attendance shall be on a probationary basis. During this time, the childcare contract may be terminated with immediate effect either by the nursery management or by the parents/guardians. The probationary month applies solely for first time contracts, but separately for each individual child. Where a child changes groups, the probation provision shall

not apply. Should the contract be terminated in the course of the probationary month, the costs set out in the contract shall be payable in full in respect of that month, with the exception of meal fees, which will be calculated on a weekly basis.

3. Parties entering into contracts with STN shall have the right to cancel the contract up until the start of the contract. In the event that written notice is received by STN one month before the start of the contract, cancellation shall not give rise to any costs. (For example, a contract starting on 1st September may be cancelled at any time until 31st July by giving notice in writing that arrives at the nursery by 31st July). In the event that notice is given later than this, the contracting parties shall be required to pay overall compensation at the rate of the subsidy currently paid by the City of Vienna for the type of childcare in question and the age of the child concerned. This provision applies to all first time contracts.

4. Both contracting parties have the right to terminate the childcare contract in writing on the last day of a month without giving reasons, subject to one month's notice. If a child stops attending nursery in the course of the notice period (from the first working day of the month in question) attendance fees shall be payable at the rate of the current subsidy from the City of Vienna for the type of childcare in question and the age of the child.

5. Nursery management may also terminate the childcare contract with immediate effect if there is exceptionally good cause to do so, and exclude the child from further attendance. In this event, parents/guardians shall be obliged to pay fees only until the end of the month during which the child was excluded.

Examples of good cause within the meaning of this provision include amongst others:

a. the need to consider the interests/health of other children, if there are serious grounds for believing that the presence of the child will be detrimental to the other children or to the nursery,

b. non-compliance with the agreed admission date, if the parent/guardian does not contact nursery management within the following two weeks,

c. unauthorised absence of the child for a period of more than two weeks,

d. contravention of an explicit exclusion order,

e. unacceptable behaviour by a parent/guardian or an authorised individual towards nursery staff, children being cared for or other parents/guardians.

6. Notice of termination must be given in writing and should either be presented to the parent/guardian in person or sent to the last known address. In the event that the last known address is invalid and the parent/guardian has not informed STN of a change of address, notice shall be deemed to have been given with the despatch of the letter.

XI. MOBILE SERVICES/ INTERDISCIPLINARY ADVICE TEAM

All nurseries are advised by the Mobile team/Interdisciplinary Advice team. Special educational needs teachers are also available on a daily basis to provide integrated and holistic support for children's development. In consultation

with and in agreement with parents/guardians, children are observed and support is provided to children and parents/guardians by psychologists and occupational therapists as appropriate.

XII. SPECIAL SERVICES

Location-related special services, such as any Montessori, small children group and gymnasium contributions or contributions for longer opening times

are prescribed 10 times a year, in the months of September to June.

XIII. EVENTS

Photo/film material: During public events, photos and/or film recordings are made, which are stored by the STN for documentation and used for event reporting.

If you do not wish to be photographed/filmed, please let us know at the respective event.

XIV. FINAL PROVISIONS

1. These terms and conditions are governed exclusively by Austrian law.

2. In the event that individual provisions either of these terms and conditions or of contracts concluded on the basis of them are found to be unenforceable or invalid, this shall not affect the validity of the contract in and of itself. Any invalid provision shall be replaced by an amendment to the contract that fulfils as closely as possible the purpose of the original provision.

3. Any or all legal disputes arising from childcare contracts based on these terms and conditions shall be dealt with exclusively by the competent court having jurisdiction over STN. The court of jurisdiction is Vienna

4. Data will be computer processed.