

## General Terms and Conditions of Use (GTC)

for the flexible childcare center “JUniKinder” of the Studierendenwerk Thüringen

### 1. General, scope of application

The flexible childcare centers JUniKinder, Räuberhöhle, Kinderladen and Bauhäuschen are facilities of the Studierendenwerk Thüringen, the Friedrich Schiller University Jena, the Ernst Abbe University Jena, the University of Erfurt, the University of Applied Sciences Erfurt, the Bauhaus University Weimar and the University of Music Weimar.

Here, children of students and employees of the universities in Jena, Erfurt and Weimar or the Studierendenwerk Thüringen aged from 3 months to 7 years are looked after on an hourly basis by student assistants with previous experience in childcare. They have completed a first aid training program for infants and have submitted a health certificate and an extended certificate of good conduct.

By signing the registration form, the parents, who have custody, / guardians accept the General Terms and Conditions of Use.

### 2. Registration and conclusion of contract

To ensure that we can organize childcare that is suitable for the children, it is essential to register in advance.

#### Registration for all bookings

##### Jena:

###### INFOtake Jena

Ernst-Abbe-Platz 5  
07743 Jena  
Tel.: 03641/930 506  
Fax: 03641/930 652  
E-Mail: [infotake-jena@stw-thueringen.de](mailto:infotake-jena@stw-thueringen.de)

##### Räuberhöhle, Erfurt:

###### Infopunkt Uni Erfurt

Mensagebäude Uni Erfurt  
Zugang Terrasse  
Nordhäuser Straße 63  
99089 Erfurt  
Tel.: 0361-7371818  
E-Mail: [infopunkt-erfurt-uni@stw-thueringen.de](mailto:infopunkt-erfurt-uni@stw-thueringen.de)

##### Weimar

###### INFOtake Weimar

Marienstraße 15b  
99423 Weimar  
Tel.: 03643/581506  
E-Mail: [infotake-weimar@stw-thueringen.de](mailto:infotake-weimar@stw-thueringen.de)

##### Kinderladen, Erfurt:

###### infopunkt FH Erfurt

Haus 6, bei der Cafebar  
Altonaer Str. 25  
99085 Erfurt  
0361-6700134  
E-Mail: [infopunkt-erfurt-fh@stw-thueringen.de](mailto:infopunkt-erfurt-fh@stw-thueringen.de)

At least one parent or guardian must fill in and sign the registration form. Please also present your student ID and, if employed, your identity card and employment contract or thoska. A copy of the birth certificate must also be submitted.

All documents must be submitted **in full in advance** before childcare can be provided.

The childcare contract is concluded with the confirmation of registration. The confirmation is made by the provider or by authorized persons on behalf of the provider.

Before starting care, a consultation is mandatory both at the information centers and with a childminder at the facility.

### 3. Childcare times

The facility offers the following childcare hours on weekdays: Mon-Thu: 8 am-8 pm, Fri: 8 am-4 pm. Childcare is provided in 2-hour blocks, i.e. one block covers the lecture time of 90 minutes and the respective drop-off and pick-up time.

A maximum of 2 blocks of 2 hours each (4 hours) can be booked per day, and a maximum of 5 blocks of 2 hours (10 hours) each per week.

However, in exceptional cases exceeding 4 hours (e.g. block seminar), more than 2 blocks per day can be booked.

<b>Block 1</b>	<b>Block 2</b>	<b>Block 3</b>	<b>Block 4</b>	<b>Block 5</b>	<b>Block 6</b>
8 -10 am	10am - 12pm	12 – 2pm	2 – 4pm	4 – 6pm	6 - 8pm

The childcare times are flexible according to demand and are within the times listed above. We strongly recommend prior arrangement for bookings at short notice. We are closed on public holidays. JUniKinder closes at 4 pm on Fridays.

Drop-off and pick-up is only possible outside this time window in exceptional cases and by prior arrangement with the childminders and staff of the information centers. Punctuality is essential. Unannounced lateness may result in no further childcare provided in the block in question. In this case, there is no entitlement to a refund of the childcare fee. A late pick-up of the child during opening hours is charged at 10 euros per hour or part thereof.

Should parents fail to come and pick up their child at the end of the agreed care time, the following procedure will be followed:

- 1) We will try to call the parents or guardians.
- 2) We will try to call the person named by the parents/guardians with permanent power of attorney. Should emergency contacts have been provided, they will be contacted after one hour if no parent/custodian or other authorized person can be reached.
- 3) The staff member continues to look after the child until he/she has been picked up by a legal guardian or another permanently authorized person or the emergency contact. Parents or guardians are charged for the additional costs.
- 4) In the event that the child has not been picked up at the end of the agreed care time three times, the childcare contract will be terminated.

Changes to the hours of flexible childcare can be found on the notice boards in the childcare rooms and on the Studierendenwerk Thüringen website.

#### **4. Booking and payment**

A booking request for childcare blocks is possible by 12pm on Thursday at the latest for the following week. This is necessary for the staff planning. Bookings at shorter notice are subject to availability. Blocks are not considered booked until a confirmation has been received. Confirmations are sent at the latest on the Friday of the week prior to the chosen care period.

Blocks can be booked as required (see item 1). Payment can be made by thoska card or by direct debit.

##### For payment on site

The booked blocks must be paid before the childcare begins.

Here you can pay:

- Jena: INFOtake Jena – **only by thoska** (Please note the opening hours.)

The payment receipt is to be provided to the respective flexible childcare facility as proof of payment.

##### By direct debit

The blocks of childcare used are debited monthly from the account specified by the parents or guardians. This is subject to the signed declaration of consent to the direct debit procedure.

##### Childcare fee

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<b>Students</b>	5 euros per block
<b>Staff members of Stw and university</b>	10 euros per block
<b>Others</b>	15 euros per block

The student rate can only be claimed when a **valid certificate of enrollment for the current semester** is presented. The documents must be submitted by students and employees at the beginning of a new semester and **without being asked. Should proof not be provided, blocks will be charged at the guest rate.**

If it is not possible to use the booked and paid block(s), the blocks can be canceled free of charge up to 24 hours before the start of childcare. The first two Monday blocks (8 am -12 pm) must be canceled by 1 pm on Friday of the previous week.

If a booked block must be canceled less than 24 hours in advance due to a short-term illness of the child, the block will be credited for the next childcare time. This is subject to presentation of a medical certificate from the child's doctor. If the block is canceled without providing a medical certificate less than 24 hours before it is due to start, the parent/guardian bears 100% of the costs of the block/blocks.

The fees paid by the parents/guardians are used to cover running costs (personnel and material costs).

### **Conferences and congresses**

When required due to conferences and congresses, childcare can also be provided at weekends, subject to availability, by prior arrangement and individual agreement.

### **5. Responsibility for the children**

The staff's duty of childcare begins with the personal drop-off of the child to the childminder and ends when a person authorized picks up the child.

When admitting the child to the day-care center, the parents or guardians declare in writing who, apart from themselves, is authorized to pick up the child. Persons who are authorized to pick up the child must present a photo ID when picking up the child.

Our childcare services focus on the child's well-being and need for continuity and commitment. Emotional safety and security are the prerequisites for care.

There are no fixed naptimes in the daily structure. Naptimes are based on the individual needs of the child. The children have individual retreats (sleeping nests, reading corner) at their disposal in the room.

For the benefit of the child, permanent parallel care in other childcare centers is not recommended.

### **6. Food/Meals**

The parents or guardians are responsible for ensuring that the child has had sufficient food and drink before attending the childcare center.

Children who are cared for in two consecutive blocks are fed by the childminders with ready-to-eat food provided by their parents or guardians. Drinks must be in appropriate bottles suitable for children. Only the following are permitted: breast milk or substitute milk products; purchased, unopened jars of pre-cooked baby food; ready-to-eat cut fruit and vegetables; dry baked goods such as rice cakes/biscuits. The parents or guardians must ensure that the hygiene regulations (an uninterrupted cold chain for milk) are strictly adhered to. The childminder is authorized to reject food that does not meet these requirements.

Food and drink containers must be labeled with the child's name.

It is generally not possible to store any food exceeding the daily childcare hours.

Please also provide the child with a change of clothes, diapers and shoes.

### **7. Childcare and vaccinations**

To protect your child and the other children in the childcare center, it is strongly recommended that the children are vaccinated in accordance with the STIKO recommendations.

Protection against measles: The childcare contract depends on the parents submitting the following to the management of the day-care center by the agreed date of admission of the child in accordance with the provisions of the Infection Protection Act (IfSG) in the currently valid version:

a vaccination record or a medical certificate confirming that the child to be admitted has been adequately vaccinated against measles in accordance with the provisions of the IfSG, or

- a medical certificate stating that the child to be admitted is immune to measles or cannot be vaccinated due to a medical contraindication, or
- a certificate from a government agency or the management of another institution subject to the IfSG stating that one of the above certificates has already been provided.
- All children who were already being cared for in the childcare centers on March 1, 2020 must submit proof by July 31, 2021.

### **8. Illness and absence**

A sick child must not attend the flexible childcare center. Infectious diseases in accordance with the Infection Protection Act (IfSG) must be reported to the childminder immediately after onset.

The final decision as to whether a child can be admitted or not is the responsibility of the local childminder.

Cancellations of childcare must be made in person, by telephone or by e-mail (for credit notes, see item 4 GTC) by the start of childcare. The staff in the information centers of the Stw Thüringen must also be informed.

**Furthermore, staff members of the centers are not entitled to administer medication to the children.**

### **9. Obligations of the parents or legal guardians**

The parents or legal guardians guarantee that the information provided by them on their person, the child/children and other circumstances relevant to the contract when concluding the contract is complete and correct. The parents or guardians are obliged to inform the respective childcare facility immediately of any changes in this respect. The parents or guardians must ensure that the child is dropped off and picked up on time by suitable persons.

**Parents and guardians must always be available on the telephone number/emergency number they have provided.**

### **10. In case of emergency**

In an emergency, the child's parents or guardians will be notified immediately using the contact details provided. In the event of an accident, we proceed as follows:

- 1) First aid is provided to the injured child.
- 2) The child's parents or guardians are informed.
- 3) If necessary, the emergency doctor is called, and the child is taken to hospital accompanied by a childminder.
- 4) The child will be accompanied there until treatment. If the child does not need to be hospitalized the childminder stays with the child until an authorized person takes over.
- 5) The childminder writes an accident report.

### **11. Termination**

The provider of the facility is entitled to extraordinary termination without notice if the parents or guardians repeatedly violate these General Terms and Conditions of Use despite warnings or if the health, cleanliness or education of the other children is endangered by the child to be excluded.

Reasons for such a termination are primarily:

- a) repeated, unexcused absence of the child;
- b) violation of the provisions of the General Terms and Conditions of Use by the parents or guardians.
- c) The pick-up time specified at the time of registration is repeatedly not adhered to. Deviations from the agreed time are only permitted in exceptional cases and after prior consultation with the caregiver and the staff of the information centers.
- d) When the child does not feel comfortable/accustomed to care in the facility even after a trial period of several weeks.

### **12. Insurance, exclusions and limitations of liability**

Studierendenwerk Thüringen accepts no liability for illnesses and their consequences. Stw Thüringen

also accepts no liability for any personal belongings you may have brought with you. However, we guarantee that they will be handled carefully and responsibly. Baby carriages parked in the facility during childcare hours must be secured with their own lock. If one of the facilities is closed due to force majeure or other circumstances beyond the control of the facility provider, no claims can be made against the facility or its provider.

The Stw Thüringen is not liable for the children in its care. The parents/guardians use the childcare services at their own risk and on their own responsibility. Before using the childcare services, they must be informed that Stw Thüringen does not provide accident and liability insurance and confirm that they have taken out private accident and liability insurance for their child.

### **13. Data protection**

We collect and store the personal data provided by you in the application for admission (including first name / surname of the child and parents / guardians, date of birth, residential address, email address, emergency contact details) both as part of a manual file (paper form) and in electronic form in accordance with Art. 6 Para. 1b) of the EU General Data Protection Regulation (hereinafter GDPR). The electronic storage of the above-mentioned data is necessary for the efficient and cross-location administration and accounting. The data collected for this purpose is managed exclusively on our own electronic database systems. Contract data processing does not take place.

Should no childcare contract be concluded, the data stored in your application for admission will be deleted 2 months after the end of your child's planned admission date. If a childcare contract is concluded, your data will be deleted 10 years after the end of the contract. In the event of legal disputes arising from the childcare contract, your data will be deleted depending on the course of the legal dispute, at the latest 30 years after an enforceable decision has become final. The parents or guardians agree to the storage and processing of their data as described above.

We refer you in full to our data protection information and the content of our internal data protection policy about the exercise of the rights to information and organization to which you are entitled under the applicable data protection regulations at

<https://www.stw-thueringen.de/deutsch/datenschutz/index.html>.

### **14. Severability clause**

Should individual provisions of these GTC be invalid, this shall not affect the validity of the remaining provisions.

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City, date

Signature of the parent(s)/legal guardian(s)