



GENERAL TERMS AND CONDITIONS FOR HORT

TABLE OF CONTENTS

I.	GENERAL PROVISIONS	Page 1
II.	EDUCATION AND PARENTAL PARTNERSHIP	Page 2
III.	START OF CONTRACT	Page 2
IV.	FEE PROVISIONS AND PAYMENT METHODS	Page 3
V.	OPENING HOURS/CLOSURE DAYS	Page 4
VI.	CHANGE OF EDUCATIONAL AND CARE FACILITY	Page 5
VII.	SUPERVISION OBLIGATION	Page 5
VIII.	AUTHORIZED PICK-UP PERSONS	Page 6
IX.	ILLNESS OR SUSPICION OF ILLNESS OF A CHILD	Page 6
X.	TERMINATION OF THE CARE AGREEMENT	Page 7
XI.	INFORMATION ACCORDING TO ARTICLE 13 OF THE GENERAL DATA PROTECTION REGULATION (GDPR)	Page 8
XII.	FINAL PROVISIONS	Page 8

Version as of 01/01/2025; Any changes to the terms and conditions will be announced in the Hort at the appropriate time. The current version can also be found on the website www.kinderinwien.at.

I. GENERAL PROVISIONS

1. These General Terms and Conditions form the basis for all care contracts concluded with KINDER IN WIEN (hereinafter KIWI), represented by the authorized bodies according to the association statutes.
2. By signing the care contract, the signing legal guardian declares that he/she has legal custody of the child and will immediately inform the Hort's management of any changes to relevant data (e.g., main residence, telephone accessibility, custody, proof of legal guardian's employment if required, emergency contact person, authorized persons for pick-up).
3. In the case of preferential placement due to employment, the legal guardian must provide proof of employment upon request. This can be done by submitting a current income statement or an employer's confirmation to the responsible location manager. Proof of income includes the latest valid salary confirmation, income tax assessment (for self-employed individuals), enrollment confirmation, current AMS course confirmation, a freelance service or work contract for ongoing work, confirmation of ongoing education, and confirmation of future employment.
4. KIWI, its bodies, the location manager, and the caregivers are obliged to report any suspicion of child endangerment of a supervised child to the authorities in accordance with § 8 (3) of the Vienna Kindergarten Act.

5. Children are not allowed to bring valuables to the Hort. KIWI is only liable for financial damages to valuables brought in if a person for whom KIWI is responsible causes them intentionally or grossly negligently.
6. At locations with the option of a stroller parking space, it is explicitly stated that this is only an alternative for parents to park strollers at their own risk. KIWI is only liable for financial damages to strollers caused intentionally or grossly negligently by a person for whom KIWI is responsible.

II. EDUCATION AND PARENTAL PARTNERSHIP

1. The "Vienna Education Plan is an integral component and the foundation of this agreement and is brought to attention to the legal guardians during the admission interview.
2. KIWI (presumably an organization or entity) is obligated to ensure that all legal requirements decided at the federal and state levels become an integrated part of the kindergarten contract.
3. At least one legally required parents' evening is offered within a kindergarten year.
4. **The legal guardian shall be responsible to check the child's school development. Necessary exercises or tutoring must be arranged by the legal guardian and are not responsibility of the Hort staff.**

III. START OF CONTRACT

1. Contract start

The agreement is valid from the first attendance date specified in the contract, unless otherwise agreed in writing with the Hort management. Typically, this is the beginning of the Hort year (September 1 each year). For entry during the current Hort year, the contract is valid from the later entry date.

2. Registration

Registration is valid when the agreement is signed by the legal guardian of the child and the registration fee is paid. If the Hort place is not used or if no care agreement is signed, and this is attributable to the legal guardian, the registration fee is retained for the actual administrative work already incurred, such as the pre-cost of the management, including customer acquisition, conducting initial and registration interviews, presenting the location, explaining KIWI practices, and administrative work such as data collection, registration in the billing program of the City of Vienna, release of the customer number in the event of late cancellation of the kindergarten place, and loss of funding if no short-notice replacement can be found (amounting to EUR 135.00). There is no registration fee for re-registration in subsequent years. The annual insurance premium of EUR 10.00 is collected once a year with the payment according to point IV for the month of September, or at the time of first attendance during the year with the first monthly contribution.

3. Trial month

The first month is agreed upon as a trial month. During this time, the agreement can be terminated by either party at any time. In this case, the registration fee for the actual administrative work already incurred is retained, such as the pre-cost of the management, including customer acquisition, conducting initial and registration interviews, presenting the location, explaining KIWI practices, and administrative work such as data

collection, registration in the billing program of the City of Vienna, release of the customer number in the event of late cancellation of the kindergarten place, and loss of funding if no short-notice replacement can be found (amounting to EUR 135.00), provided that the termination is attributable to the legal guardian. The insurance premium and the payment according to point IV will be refunded proportionately.

IV. FEE PROVISIONS AND PAYMENT METHODS

1. Fees for Hort attendance from January 2024:

Hort fee (5 days):

Hort fee	€243.00/ Month
Meal rate half-day	€121.00/ Month

Hort fee In summer (Juli and August):

Full-day care	€ 303.00/ Month
Meal rate full-day	€ 130.00/ Month

All the amounts in this agreement include any applicable statutory charges.

- The parent contribution according to point V paragraph 1 is to be paid 12 times a year. This applies to admission during the current Hort year from the entry month. The parent contribution for providing the care place/offering (including chosen meals) must be paid even if the child is absent from Hort for an extended period. Prepaid parent contributions will not be refunded for the duration of non-attendance. The obligation to pay does not arise if no care place can be offered and this is due to KIWI (i.e. if the association is at fault for non-attendance or if the absence or non-attendance is due to other reasons falling under the association's entrepreneurial risk, such as the closure of the Hort by the City of Vienna).
- In the event of acute personnel shortages (especially due to employee illness or general need for educators and/or assistants due to the labor market conditions), KIWI has the right to temporarily close or merge the operation or individual Hort groups. If KIWI exercises this right and offers an alternative place for the child in another group or at another location in accordance with point VI, the parent contribution must still be paid in this case.
- Registration or deregistration of the child from the meal service is possible in writing for one or more months up to the 15th of the previous month (not for shorter periods). This means that 25% of the meal service rate will be deducted for incurred and already calculated personnel and administrative costs. 75% of the meal rate will be refunded. Families with low net income have the option to apply for exemption from the meal contribution at the MA 11 – Office for Youth and Family. Details can be found at <https://www.wien.gv.at/amtshelfer/gesellschaft-soziales/magelf/finanzielles/essensbeitrag.html>. The Hort also provides a form for this purpose.
- Any contributions for excursions, cultural events and similar activities are to be borne by the legal guardians and will be billed separately. If paid offers are not used due to illness or similar reasons, it may occur that the costs still apply and cannot be refunded (e.g., group prices for private buses or performances, etc.).

6. After the end of operations, a delay fee of EUR 10.00 will be charged for each started half-hour.
7. KIWI is entitled to increase the fee during an ongoing contract if the previous calculation and calculation basis of the fee have changed significantly due to circumstances beyond KIWI's control (e.g., changes in legal regulations regarding working hours, vacation entitlements, or the staff's training level, collective bargaining or legal changes in wages and salaries, and/or increasing subsidies not proportionate to minimum wage rate increases and/or increases in pay for contract kindergarten teachers or other calculation bases). However, any unilateral increase must be reasonable. Fee increases must be announced immediately, but no later than four weeks before the actual increase.

The legal guardians shall be obliged to pay the increased amount from the stipulated date.

If KIWI makes use of this right to increase fees within a Hort year, any differences in favour of the parents due to a reduction of the Hort contribution must also be taken into account this relationship, which subsequently result from a higher grant increase than the minimum wage increase and/or an increase in the remuneration of contract staff for the Hort staff or other base of calculation.

8. The fee according to point V, paragraph 1, is to be paid in advance by the 1st of the month through SEPA direct debit, bank transfer, or cash payment. In the case of justified payment delays, KIWI is entitled to charge statutory default interest (4% p.a.) from the due date and to collect reminder fees if necessary and appropriate in relation to the pursued claim. Reminder fees can be collected in the amount of 2% of the pursued claim.
9. Incoming payments are always credited to the oldest outstanding receivable unless explicitly designated otherwise.
10. Even in the case of transferring parental rights and obligations to a person not named in the care contract, the payment obligation of the original legal guardian will only end when and as soon as the location manager has given written approval of the entry of the new legal guardian into the contract.
11. The legal guardians are jointly liable for all due claims arising from the care agreement with KIWI.

V. OPENING HOURS / CLOSURE DAYS

1. Please refer to the care contract and the website of the respective location for the opening hours of KIWI Horte. The specified opening hours can be changed during the Hort year with the agreement of the parents, provided KIWI's management approves. Generally, the opening hours are Monday to Friday all year round from the end of school until 17:00 o'clock. Extension of visiting hours by management is possible if needed, but there is no entitlement to such extension. KIWI can revoke an extension of opening hours upon two months' notice without stating reasons. Guardians will be informed about an extension or withdrawal of such extension through a notice in the Hort.
2. The Hort can be visited during school holidays and on school-free days, which are not public holidays from 8:00 to 17:00 o'clock.

Any absence (planned or unforeseen, including illness) of a child must be communicated to the location management before the expected arrival of the child.

3. Hort-free days include the period between December 24 and January 1 and typically the last school vacation week in summer (conceptual and cleaning days). During the remaining school-free time throughout the school year, the Hort is open but may have reduced staff. Individual deviations from the specified opening hours will be announced in advance. Extraordinary closure days can be scheduled if communicated at least two months in advance, for example, due to the use of personal holidays or the completion of legally required training. These additional extraordinary educational closure days are limited to a maximum of 3 working days (Monday - Friday) per operating year (September 1 to August 31 of the following year).
4. Major renovation work can also result in extraordinary closure days. These will be announced at least 6 months in advance. KIWI will try to find suitable replacement rooms for this period of closure, preferably in the vicinity of the location.
5. For pedagogical reasons each child must take at least four weeks of “holidays from the Hort” per operating year, whereby whole calendar weeks (either individually or in combination) must be taken. The holiday must be notified in writing to the Hort Management three weeks in advance. Absences due to illness of the child are not considered as holidays taken.

VI. CHANGE OF EDUCATIONAL AND CARE FACILITY

1. KIWI reserves the right to temporarily care for a child, one or more groups, in another Hort or suitable substitute rooms, preferably in the vicinity of the location, under the same terms and conditions. This may be necessary due to exceptional circumstances, such as general renovations and repairs at a location, non-usability of the location due to water or fire damage, personnel shortage, and/or during all vacation periods (summer, fall, Christmas, semester breaks). KIWI endeavors to restore the conditions as quickly as possible.

VII. SUPERVISION OBLIGATION

1. The journey from school to the Hort is not the responsibility of the childcare facility.
2. Likewise, the way to school and to and from leisure activities and/or events not organized by KIWI is not responsibility of the Hort.
3. The supervision obligation for kindergarten children begins with the personal handover of the child to a Hort employee. It ends with the handover of the child by the employee to the legal guardian or a person authorized by the legal guardian to pick up.
4. In the case of single parents, the supervision obligation ends when the caregiver releases the child and in any event when the child is handed over to the legal guardian or an authorized person.
5. The supervision obligation also exists outside the premises dedicated to children's education and care facilities as long as the children are in the care of an employee. However, the supervision obligation for a child is not given if the child is accompanied by the legal guardian or other authorized persons

VIII. AUTHORIZED PICK-UP PERSONS

1. If a legal guardian wishes the child to leave the Hort alone, a written declaration must be submitted to the Hort management, stating the day of the week and the exact time which the child is to be released from Hort.
If there is any doubt as to whether the child is able to make the journey home alone due to his or her current physical or mental condition, the employees will not release the child from the Hort. In this case, the legal guardian will be informed immediately.
2. The legal guardian designated in the care contract or whose legal guardianship is proven in writing to the Hort management is generally authorized to pick up the child.
3. The legal guardian may nominate one or more persons in writing who are authorized to pick up the child.
 - a. Such persons must be at least 14 years old and must be mentally and physically capable of effectively supervising the child.
 - b. When picking up is done by authorized persons, a written declaration of authorization must be presented to the Hort staff - if the person has not already been notified to the Hort management in writing.
In case the person is not personally known to the Hort staff, their identity must be verified.
 - c. If there are doubts about the authorization or the physical or mental capacity of the person picking up, the Hort staff are obliged to refuse the handover of the child in the exercise of their duty of care. If necessary, the Hort staff will promptly inform the legal guardian.

IX. ILLNESS OR SUSPICION OF ILLNESS OF A CHILD

1. Children with infectious diseases or other illnesses that may affect or endanger other children due to their health condition are excluded from attending the Hort. The same applies to children with nits and lice infestation.
2. The Hort management must be notified as soon as possible about the occurrence of an infectious disease.
3. The provisions of points 1 and 2 apply even in cases of suspected illness.
4. In the case of infectious diseases, proof of recovery, if required by the Hort, must be provided by means of a medical certificate. In the case of nits and lice infestation, a certificate from the district health office confirming the child is free from lice and nits must be presented. The child is allowed to attend the Hort only after submitting this confirmation.
5. Medication (e.g., cough syrups, antibiotics, homeopathic remedies, etc.) will not be administered in the Hort.
6. If a child is diagnosed with an impairment, chronic illness or special needs - this applies both while the child is already attending the after-school care center and before the first day of attendance - the after-school care center management must be informed immediately.
In order to clarify whether and to what extent care can be provided for a child with special care needs in the respective group, an exchange with the after-school care manager is absolutely necessary for the well-being and best possible care and education of the child. The child's medical staff and/or child psychology specialists may be consulted in order to coordinate any necessary measures. It is the responsibility of this group of people to assess whether the special needs of the child can be taken into account and met by the staff at the location.

If the legal guardian fails to do so, the legal consequences of point X section 4 b (termination of the childcare contract) may occur for the reasons stated in the AGB and if the child's care needs are not met.

X. TERMINATION OF THE CARE AGREEMENT

1. The care agreement ends at the end of that Hort year (August 31) in which the child reaches the age of 10, but in any case at the end of the 4th school year, without requiring a separate declaration or action from either party.
2. The first month of the child's attendance is considered a trial month. During this time, the care agreement can be terminated immediately by both KIWI and the legal guardians. For the retention of the costs mentioned in the contract in case of contract termination during the trial month, see point III Section 3.
3. Both parties to the contract have the right to terminate the care agreement without stating reasons upon one month notice, effective at the end of each month. If the care agreement is signed by two legal guardians, termination is also effective if only one legal guardian signs the termination.
4. KIWI has the right to terminate the care agreement prematurely on the 15th and at the end of each month upon one month notice if important reasons arise. Examples of important reasons for the purpose of this provision include:
 - a. After two months of non-payment of KIWI-Special contribution, meal lump sums, and any additional costs.
 - b. When the care effort for the child cannot be covered in the children's education and care facility due to operational, personnel, economic, pedagogical, or other important reasons.
 - c. When legal guardians repeatedly neglect proper handover or pick-up of the child or exceed the visiting times without a valid reason multiple times.
 - d. In case of failure to notify changes in the personal data of the child or the legal guardians (residence, occupation of the legal guardians - if necessary, legal guardianship, pick-up authorization). In this case, the payment obligation of the legal guardians ends at the end of the month of exclusion.
 - e. In case of improper behavior of the legal guardians or authorized persons towards the Hort staff or the children cared for there, for example, serious violations of the house rules.
5. KIWI has the right to terminate the care agreement with immediate effect for particularly serious reasons that make the continuation of the care relationship unreasonable.

Examples of particularly serious reasons for the purpose of this provision include:

- a. If, taking into account the interests/health of other children, there are serious reasons to fear that the attendance of the other children or the Hort operation may be affected by the child's visit. KIWI decides whether to refrain from termination if a temporary suspension of the care obligation can be expected to improve the situation. The payment obligation of the legal guardians remains in effect during this suspension.
- b. In case of unexcused absence of the child for a period of more than two weeks.
- c. In case of violating the imposed house ban.
- d. In case of threatening or endangering, criminally relevant behavior of the legal guardians or authorized persons towards the Hort staff or the children cared for there.

6. In case of non-compliance with the agreed-upon start date and lack of contact by the legal guardians, the care agreement is considered mutually terminated after two weeks.

Termination must be made in writing and is to be personally handed over to the management/legal guardians or sent to the address of the Hort/the last known address of the legal guardians. The termination is deemed to have been effectively delivered if the last known address is no longer valid, and the legal guardians have not informed KIWI of the change.

XI. INFORMATION ACCORDING TO ARTICLE 13 OF THE GENERAL DATA PROTECTION REGULATION (GDPR)

Since May 25, 2018, the General Data Protection Regulation (GDPR) has been in effect in the European Union. To fulfill our caregiving obligations and to take responsibility for the children entrusted to us, it is necessary to process personal data. We are committed to respecting, protecting, and handling the privacy of all individuals involved with care.

The processing of personal data of those with custody rights, those authorized to pick up the children, and the children themselves is based on the completed care agreement to facilitate its execution.

For the processing of sensitive data, especially health-related information such as food intolerances, allergies, and illnesses, a separate consent is obtained as part of the care agreement or in specific instances.

If KIWI already has a signed a consent form for the processing of personal data according to GDPR, it remains valid until revoked.

Information regarding the processing and disclosure of data concerning you and your child can be found on our website at: <https://www.kinderinwien.at/datenschutzinfo>

XII. FINAL PROVISIONS

1. Only Austrian law is applicable.
2. Data is processed with the support of information technology (IT).