

General Terms and Conditions (GTC)

Of the Güxi Childcare Centers

1. Range of Validity

These general terms and conditions form an integral part of the contract between parents (or legal guardians) and the Güxi Childcare Centers referring to the care given in one of the Güxi Childcare Centers or the Güxi Forest Activities Centers.

2. Registration and Care Contract

2.1 Registration

The Güxi Childcare Centers are a place where children from the age of 3 months up to their entering the "Kindergarten" are cared for. Interested parents can write down their name on the waiting list free of charge. The signing-in will take place after a personal meeting and after a visit of the facilities. This registration doesn't commit the parents or the Güxi Childcare Centers. The parents just show a non-binding interest in a day care place but without any obligation.

2.2 Admission Criteria

The Güxi Childcare Centers select the children according to the family principle. In general the order of the application is considered and prevailing. The Güxi Childcare Centers reserve their right to refuse children without giving reasons if it is in the interest of the general welfare of the Güxi Childcare Centers.

The staff of the Güxi Childcare Centers are not specially trained to care for handicapped children. However we try to find an appropriate solution for every child.

2.3 Admission & Signing of Contract

If a place in a childcare center is ready for the desired start date the parents will be informed by the childcare center administration and a written contract will be presented. The Güxi Childcare Centers in return provide a childcare place in the agreed location and time.

The first monthly charge or the down-payment (CHF 150.00 per day if the place is subsidised) are due on conclusion of the contract. If the down-payment is not transferred in time, the Güxi Childcare Centers are not obliged to make the place available at the agreed date. However the care contract and all resulting financial obligations for the parents remain valid.

3. Opening Hours & Attendance Fees

3.1 Opening Hours

The Güxi Childcare Centers are open from Monday to Friday except for public holidays (municipal and cantonal). There is no vacation close-down for the Güxi Childcare Centers. The opening hours of each location can be obtained from the leaflet »Kosten & Öffnungszeiten" of each Güxi location or the website guexi.ch. The Forest Activity Centers keep the same opening hours as the regular groups of the same location.

3.2 Attendance Fees

The attendance fees of the Güxi Childcare Centers are laid down in the leaflet »Kosten & Öffnungszeiten« of each Güxi location. The current version of this leaflet can be downloaded from the website www.guexi.ch.

If you need care for your child after the regular opening hours, special rates apply. If you are late in picking up your child after the agreed time, you will be charged according to the above mentioned leaflet »Kosten & Öffnungszeiten".

3.3 Subsidised Care Places

Thanks to the generous support from the city of Zurich and the Municipalities of Richterswil/Samstagern we can offer you some subsidised day care places for your child. Ask in our administration about the procedure and guidelines for this possibility.

3.4 Payment terms

The monthly fees are due in advance by a standing order no later than value date 25 of the prevailing month. Single months will not be invoiced separately, but have to be paid autonomously by standing order. Because of the high costs we ask you urgently not to make your payments at a Post Office counter.

Parents who transfer the amounts repeatedly late, will be sent a reminder. If there are more than two monthly fees overdue, the Güxi Childcare Centers are entitled to block the places immediately, but the day care fees are still owed. The Güxi Childcare Centers are also entitled to terminate the contract for the place and resell it at once. For the parents the payment obligation still exists during the three months notice period, however there is no right to visit the day care place during this period.

4. Childcare Services

4.1 Period of Acclimatisation

The first two weeks are counted as the period of acclimatisation. The intensity of the time spent in the Childcare Center depends on the progress of the child in getting used to this new way of care and is determined accordingly. The period of acclimatisation is billed as regular day care.

4.2 Probation Period

The first 20 working days after the beginning of the acclimatisation are classified as probation period. During this period the parents have the right to cancel the care contract regardless of the state of the acclimatisation, without giving reasons and without a period of notice. In this case the parents just pay one monthly fee. If it is not possible to apply for a subsidised place during this time, the parents will be charged with the full cost of one month.

4.3 Regular Care Time

20 working days after the beginning of the acclimatisation period the regular care time starts with a regular three months notice period to the end of each month. An extension of the acclimatisation period doesn't extend the probation period.

4.4 Holidays & Absences

Holidays and absences should be announced as early as possible (ideally 2 weeks in advance) to the childcare center manager or the group leaders. There is no reduction of the care fees during individual holidays.

5. Cancellation or Modification of a Contract

5.1 Cancellation

The cancellation period of a care contract on both sides is three months and starts after the probation period (20 working days after the start of the acclimatisation). Cancellation takes effect by the end of the month. Hence, if the notice arrives at the beginning of a month the fees are due for the current month as well as the next three months. The notice has to be sent directly to the Güxi Administration in writing by letter or by e-mail. There is no need to send the notice by registered mail.

If the care contract is cancelled more than 6 months before the start of the acclimatisation period the parents will pay only a flat fee for processing expenses of CHF 500.-. If the care contract is cancelled less than 6 months before the start of the acclimatisation, only one monthly fee is charged. If a subsidised place is cancelled before the start of the care time the parents will be charged with the full unsubsidised cost of one month. If a subsidised place is registered in a different childcare center, the applicable fee in the notice period will be the full cost of the Güxi Childcare Centers for these three months. The cancellation of a care contract of a child because of the start of the Kindergarten isn't necessary. The care contract expires automatically at the beginning of the Zurich school year in August.

5.2 Modification of a Contract

For the reduction of the care time the regular cancellation conditions apply. The reduction has to be submitted in writing by letter

or by e-mail. An increase in care time may be possible at any time, if the capacity situation allows this, but the change becomes effective only after the administration's confirmation. A reduction and subsequent increase of the care time for a period of less than three months is not possible because of operational reasons.

5.3 Extraordinary Cancellation

If a child exhibits extraordinary behavior that cannot be integrated in a normal day care class, Güxi is allowed to cancel the contract immediately and without notice period. This applies especially to children with violent behavior toward the class mates and if parents refuse to cooperate with the day care center on the matter.

6. Insurance, Liability & Illness

6.1 Insurance & Liability

Parents are required to carry insurance for health, accident and liability for their children. We can't assume liability for lost or damaged private items. Therefore we ask you to leave precious jewelry, necklaces etc. at home. The parents are also liable for the damage caused by their child. Expenses caused by an illness or an accident (e.g. costs for a taxi ride) have to be met by the parents.

6.2 Illness & Accident

Sick children and especially children with a contagious disease may not attend childcare, because it is not possible to ensure that the necessary intensive care can be provided in this case. It is also for the protection of the other children from infection.

Children with a temporary handicap (e.g. a broken arm or leg) may be brought into care. Our personnel will decide on the spot how much the children can participate in the different activities. However the Güxi Childcare Centers will not be liable for consequential damages or a delay in the recovery process.

7. Applicable Law & Place of Jurisdiction

7.1 Severability Clause

Should single clauses of these operating regulations be wholly or partly invalid or ineffective or may not be enforceable or should loopholes in this contract appear, the effectiveness of the other clauses will not be touched or affected by it.

7.2 Applicable Law & Place of Jurisdiction

The relationship between the Güxi Childcare Centers and the parents is governed by substantive Swiss law. The exclusive legal venue for all types of proceedings and /or conflicts arising from or in connection with this contract is the respective location of the Güxi Childcare Center.

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