Terms & Conditions – Familienservice Kinderzimmer Childcare Facility

1. Applicability
The Terms and Conditions listed here are the basis of all contracts for the provision of childcare agreed with the Kinderzimmer of Klagenfurt University, represented by the head of the Kinderzimmer Childcare Facility. Any arrangements which violate or depart from the Terms and Conditions listed here must be agreed separately and in writing.

2. Conclusion of Childcare Contractual Agreements
The submission of the childcare registration form to the Klagenfurt University Kinderzimmer represents a formal application on the part of the parent or guardian for a binding childcare contract.

The submission of the registration form, the enrolment interview, and the payment of the one-off registration fee, do not in themselves confer a right to a childcare place and to the conclusion of a childcare contract. The binding childcare contract agreement only comes into effect with the acceptance in writing of the registration by the Kinderzimmer.

The Familienservice at all times reserves the right to withdraw from the agreed childcare contract if the registration fee and the hourly childcare fees already incurred have not been paid in full.

3. Eligibility for a place in Familienservice Kinderzimmer childcare
   a) The child is between 8 weeks and 12 years old.
   b) The child has been enrolled following the required procedures and the registration form has been signed by a parent or guardian.
   c) The parent(s)/guardian(s) have confirmed with their signature/s their willingness to comply with Kinderzimmer childcare rules.
   d) At least one of the parents/guardians is a student or staff member at Klagenfurt University (exception: external registrations).
   e) Higher childcare fees are charged for external registrations when no parent or guardian is a student or staff member at Klagenfurt University.
   f) The one-off registration fee of 15 euros, which covers a contribution for handicraft materials and a contribution for hygiene supplies (disinfectant, disposable gloves, tissues etc), must have been paid.
   g) Childcare charges must be paid according to the relevant tariff.
   h) The Familienservice team must be notified by SMS (0664/8398852) by 2pm (14:00) on the day before (including Sundays) if a childcare booking is not required and has to be cancelled).
   i) I agree that in the case of cancellation of the childcare booking (regardless of the reasons for the cancellation) the following charges must be paid:

   • For cancellations up to 12 o’clock (12:00) on the day before the childcare booking: no cancellation fee (€0,00).
   • For cancellations after 12 o’clock (12:00) on the day before and up to one hour before the start of the childcare booking: cancellation fee EUR 2,50.
   • For unannounced cancellations and cancellations in the hour before the start of the childcare booking: The childcare fee for the time booked must be paid IN FULL.

4. Registration
The registration form is available in the Kinderzimmer and must be completed and signed by a parent or guardian. It must include all of the following information:

Child’s family name, personal name, date of birth, address; names of the parents or guardians, current matriculation number, Studienkennzahl (number) of the degree programme for which they are enrolled or name of university place of work (institute or department); addresses and phone numbers for emergency contacts; names and details of persons authorized to collect the child / children from the Kinderzimmer.
5. Tariffs
The applicable rate is confirmed only after both parties have signed the completed registration form.

**Tariff 1**: Students and non-academic staff at Klagenfurt University (AAU)

**Tariff 2**: Academic staff at Klagenfurt University (AAU)

**Tariff 3**: External persons

<table>
<thead>
<tr>
<th>Tariff 1</th>
<th>per hour</th>
<th>Tariff 2</th>
<th>per hour</th>
<th>Tariff 3</th>
<th>per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 child</td>
<td>€ 2.50</td>
<td>1 Kind</td>
<td>€ 3.50</td>
<td>1 Kind</td>
<td>€ 4.50</td>
</tr>
<tr>
<td>2 children</td>
<td>€ 4.00</td>
<td>2 Kinder</td>
<td>€ 6.00</td>
<td>2 Kinder</td>
<td>€ 8.00</td>
</tr>
<tr>
<td>3 children</td>
<td>€ 5.50</td>
<td>3 Kinder</td>
<td>€ 8.50</td>
<td>3 Kinder</td>
<td>€ 11.50</td>
</tr>
</tbody>
</table>

For each additional child the following hourly fee will be charged: **Tariff 1 = €1.50, Tariff 2 = €2.50 and Tariff 3 = €3.50 per hour.**

Current active matriculation must be documented by submitting a copy of the transcript from the last (previous) semester (Studienerfolgsnachweis). If the transcript is not provided, the Familienservice is entitled to charge the Tariff 3 hourly rate for all childcare provided.

6. Method of payment
The payment for childcare is made immediately in cash when collecting the child / children from the Kinderzimmer. The acclimatization phase is free of charge with up to five appointments. After the fifth appointment the child care will be charged with the usual hourly rate even if the parents are present.

7. Opening hours
The Familienservice Kinderzimmer facility is open at the following times -

- Mondays to Thursdays: 8 am – 6 pm (08:00-18:00)
- Fridays: 8 am – 4 pm (08:00-16:00)

The Kinderzimmer is closed on official public holidays. During the vacations when no courses are being taught, opening times are reduced although the facility may be kept open if there is sufficient demand (as shown by user surveys).

Notification of extended opening times and also of when the Kinderzimmer is closed for holidays is displayed on noticeboards on the Kinderzimmer premises, announced on the home page and/or on the Familienservice Facebook page.


8. Booking childcare times
Advance booking in good time of the required individual childcare dates and times is essential to allow the Kinderzimmer to ensure ideal care conditions.

The Kinderzimmer childcare team are responsible for deciding whether or not it is possible to accept a further childcare booking at a particular time. Childcare is provided for a maximum of 15 children at any one time.

9. Responsibility for care and supervision of the children
a. The Kinderzimmer’s responsibility for providing care and supervision begins when the child is given into the care of a Kinderzimmer team member and ends when the child is collected by an authorized person. If a child arrives in the facility without an accompanying adult, the provision of care begins when the child reports to the Kinderzimmer team member on duty. The Kinderzimmer’s responsibility for providing care ends either when a child is placed in the care of a person authorized to collect the child or, if consent has been given in writing for a child to make his/her own way home, when the child leaves the childcare facility.

b. When registering the child with the Kinderzimmer, parents or guardians must state in writing which additional persons, if any, are allowed to collect the child from the Kinderzimmer. Persons thus authorized to fetch a child from the facility must be able to produce proof of identity when they come to collect the child.
c. Exceptions to the above are only possible when a special arrangement has been made and jointly agreed in advance between the parent(s)/guardian(s) and the Kinderzimmer team member on duty.

d. The responsibility for care and supervision on the part of the Kinderzimmer team does not extend to a child’s travel from home to the Kinderzimmer nor to the return trip home.

e. While in the Kinderzimmer childcare facility, children have accident insurance cover.

10. Regulations for the use of the Kinderzimmer childcare facility
The parent(s)/guardian(s) are responsible for the punctual delivery and collection of the child by authorized persons. The handover of the child/children takes place in the area of the secretariat (stroller parking space). If you don’t meet anyone, please sound.

Children should be provided with slippers or nonslip socks and a change of clothing for their use during their time in the Kinderzimmer. The child’s personal belongings (rucksack, slippers, clothing, lunchbox, drinking bottles) should be clearly and legibly labelled with the child’s name.

Parents must ensure compliance with the protective measures according to the currently valid hygiene and prevention concept of the family service.

No liability is accepted for items which go missing. Items which have been forgotten or left behind and remain unclaimed will be disposed of before the beginning of the following semester.

11. Required vaccinations/innoculations
For their own protection and the protection of others it strongly recommended that all children should have all the vaccinations / innoculations prescribed by the Austrian Mutter-Kind-Pass (Mother-Child-Programme-Pass) as well as the vaccination against tick-borne meningitis (Zeckenschutzimpfung). The University of Klagenfurt accepts no responsibility for possible infections and their consequences in cases where children are not protected by vaccinations / innoculations.

12. Illnesses and No-Show
Sick children are not allowed to attend the Kinderzimmer. Important! If a child has an infectious illness (especially measles, scarlet fever, chickenpox, etc), the Kinderzimmer team must be informed immediately about the infection. A medical certificate of full recovery has to be shown before the child can return to the Kinderzimmer.

If a child is unable to attend the Kinderzimmer on account of illness or for other reasons, notice of non-attendance must be given as soon as possible (by 2pm/14:00 on the previous day) by SMS.

I agree that in the case of cancellation of the childcare booking (regardless of the reasons for the cancellation) the following charges must be paid:
For cancellations up to 12 o’clock (12:00) on the day before the childcare booking: no cancellation fee (€0.00).
For cancellations after 12 o’clock (12:00) on the day before and up to one hour before the start of the childcare booking: cancellation fee EUR 2.50.
For unannounced cancellations and cancellations in the hour before the start of the childcare booking: The childcare fee for the time booked must be paid IN FULL.

13. Emergencies
The parent(s)/guardian(s) will be notified in the case of an emergency and must therefore be reachable by telephone at all times.

The following procedures are followed if there is an accident in the Kinderzimmer facility:

a. First aid is given to the injured child.
b. The parents/guardians are notified.
c. An ambulance is called and, if necessary, the child will be taken to hospital accompanied by a member of the Kinderzimmer team.
d. In hospital the child will be accompanied by a Kinderzimmer team member until seen by doctors. Unless the child is admitted to hospital as an in-patient, the Kinderzimmer team member will remain with the child until it is collected by an authorized person.
14. **Failure to collect the child punctually**  
If a child has not been collected from the Kinderzimmer by closing time, the following procedure is followed:  
a. An attempt is made to contact the parents/guardians by telephone.  
b. Other contact persons are notified.  
c. The police are notified.  
d. When a full hour has passed since the Kinderzimmer closed, the child is delivered to a crisis centre.  
e. The parents/guardians are notified once more where the child is being looked after (voice message left on the phone and relevant information posted as a note on the door of the Kinderzimmer).  
f. The police are also informed of where the child is.  

15. **Exclusion from the Kinderzimmer**  
A child can be excluded from attending the Kinderzimmer if the parent(s)/guardian(s) in spite of receiving a warning repeatedly fail to comply with the Terms and Conditions or if the child facing exclusion is endangering the health, cleanliness, or education of the other children.  

Reasons for the exclusion of a child include above all:  
- Repeated unannounced no-shows.  
- Parents'/Guardians’ failure to comply with the Terms and Conditions.  
- Repeated failure to collect the child at the time agreed when arranging the childcare. Changes to the agreed collection time are only permitted if previously agreed with the Kinderzimmer team.  

16. **Termination of the contract**  
The contractual agreement for provision of childcare can be terminated orally and/or in writing by either party. The Familienservice (Kinderzimmer) team can terminate the childcare agreement with immediate effect at any time if there is a substantial reason to justify doing so. Significant and major reasons for terminating the childcare contract include in particular:  
- Incorrect information supplied on the registration form, especially regarding the health of the child.  
- Previously incurred childcare fees have not been paid in full although payment reminders have been issued.  

17. **Conditions for exclusion or limitation of liability**  
Klagenfurt University (AAU) accepts no liability for any illnesses contracted.  

Should the accident insurance provider reject a claim for compensation on account of a breach of obligation on the part of the parent(s) or guardian(s), this automatically reduces the value of any claims for compensation brought against the University of Klagenfurt by the amount which would have been paid out by the insurance company. In this regard the parent(s)/guardian(s) indemnify and hold harmless the University of Klagenfurt.  

Parent(s)/Guardian(s) accept responsibility for paying for the cost of all damage inflicted by their child/children on the University of Klagenfurt and on third parties provided that there has not been a serious lapse in the duty of supervision on the part of the University of Klagenfurt. Parent(s)/guardian(s) also indemnify and hold harmless the University of Klagenfurt with regard to damage caused by third parties.  

18. **Photo and film reproduction rights**  
Parent(s)/Guardian(s) agree that images recorded during the flexible childcare and at special events organized by the Kinderzimmer (e.g. Nikolo) may be published unless the parents/guardians explicitly and in writing withhold their permission when signing the registration form.  

19. **Other terms and conditions**  
Austrian law shall apply. The sole place of jurisdiction is the responsible competent court in Klagenfurt.  

Should individual provisions of these Terms and Conditions be declared invalid, this shall not affect the validity of all other terms and provisions. In such a case the invalid or ineffective provision shall be replaced by a new regulation that answers the intended purpose or, should this not be possible, comes as close as possible to answering the intended purpose.  

Changes and additions to the Terms and Conditions must be agreed in writing. All side arrangements concluded verbally but not in writing are invalid.