

## General Terms of Use (ANB) for flexible childcare in the day-care center "Bauhäuschen" of the Studierendenwerk Thüringen

### 1. General, scope of application

The flexible day-care 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 as well as 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 of the Studierendenwerk Thüringen aged from the end of the 3rd month to usually 7 years are cared for on an hourly basis by student assistants with previous experience in childcare. These student assistants have completed a course in first aid for young children and have a health certificate and an extended certificate of good conduct.

By signing the registration form, parents/custodians accept the General Terms of Use.

### 2. Registration and conclusion of contract

For the organization of a suitable child-care, prior registration is mandatory.

#### 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**

Dining hall building, entrance at the terrace  
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**

House 6, next to the cafeteriaCafebar  
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 person entitled to custody must complete the application form. In addition to the form, the student identity card and, in case of employees, the identity card as well as the employment contract or thoska must be produced. A copy of the birth certificate must also be submitted.

In order to provide the appropriate day care, all documents must be submitted in full in advance.

The child-care contract is concluded with the confirmation of the registration. The confirmation is issued by the provider of the day-care center or by authorised persons on behalf of the center.

Before the start of the childcare in the day-care center, a counselling interview is mandatory both at the information centres and with an authorized person from the day-care center.

### 3. Care periods

The day-care center Bauhäuschen offers the following care times: Mon-Thurs: from 8 a.m. to 8 p.m. and Fri: from 8 a.m. to 6 p.m. Within these time frames, childcare can only be booked in blocks (1 block = 2 hours). The blocks contain the respective arrival and pick-up times. A maximum of 2 blocks (4 hours) can be booked per day, a maximum of 5 blocks (10 hours) per week.

In exceptional cases, which exceed 4 hours (e.g. a block seminar), more than 2 blocks per day can be booked.

The care periods are adapted to your needs as far as possible and are in line with the times listed above. A prior arrangement for short-term bookings is highly recommended. The day-care center is closed on public holidays. The day-care center Bauhäuschen closes at 6 p.m. on Fridays.

Outside of this time slot, arrival and picking up are only possible in exceptional cases and after prior consultation with the childminders and staff of the information centres. Punctuality is of paramount importance. An unannounced delay can lead to the fact that no childcare is possible in the desired block. In such a case, there is no entitlement to a refund of the attendance fee. A delayed pick-up of the child during the opening hours is charged with € 10 per hour or portion thereof.

When a child has not been picked up after the end of the agreed care period, the procedure is as follows:

- 1) The attempt is made to contact the custodians by phone.
- 2) The attempt is made to contact by phone the persons designated by the custodians with permanent power of attorney. When emergency contacts have been defined, they will be contacted after one hour, provided that no authorised custodian or another person authorised to pick up the child has been reached.
- 3) The childminder continues to care for the child until a custodian or another permanently authorised person or the emergency contact picks him/her up. The custodian will have to meet the additional personnel costs.
- 4) When the child has not been picked up three times at the end of the agreed care period, the care contract is terminated.

Changes to the childcare hours for flexible childcare are posted on the noticeboards in the rooms of the day-care center and on the website of the Studierendenwerk Thüringen.

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

For reasonable personnel planning, registration is necessary at least three working days in advance until 3 p.m..

Childcare blocks can be booked as required (see point 1). Payment can be made in cash, by thoska card or by direct debit.

##### For payment on site

The booked blocks have to be paid before the beginning of the childcare period. Payment is possible in the following places:

- Weimar: INFOtake Weimar- cash payment/thoska (**please note the opening hours**)

The deposit slip as proof of payment is to be submitted to the flexible day-care center in question.

##### For direct debit

The used service blocks are debited monthly from the account specified by the custodian. The prerequisite for this procedure is the signed declaration of consent for the direct debit.

#### **5. Fees**

<b>Students</b>	4.00 euro per block
<b>Staff</b>	6.50 euro per block
<b>Third parties</b>	10.00 euro per block

The student tariff can only be granted when a **valid certificate of enrolment for the current semester** is submitted. **The status of students and staff must be submitted unsolicited at the beginning of a new semester. If no proof is provided, blocks will be charged at guest rates.**

Should it not be possible to use the booked and paid childcare, the blocks can be cancelled **free of charge** up to **24 hours before** care starts. The first Monday block (8 to 10 a.m.) must be cancelled by Friday, 2 p.m., of the previous week.

If a booked block has to be cancelled less than 24 hours in advance due to a short-term illness of the child, the block will be credited for the next care period. This is only possible on presentation of a medical certificate from the paediatrician. If cancelled less than 24 hours before the care starts and without submission of a medical certificate, the parent or custodians will have to meet 100% of the costs of the block(s).

The contribution made by the custodians are used for covering current expenses (personnel and material costs).

#### Conferences and congresses

If required during conferences and congresses, childcare is also possible at weekends when free capacities are available and after prior registration and individual agreement.

#### Continuing education programs

The day-care center Bauhäuschen offers childcare on Fridays and at weekends as part of continuing education programs. A timely and individual consultation with the staff members of INFOtake Weimar is necessary.

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

The staff's care duty begins when the child is personally handed over to the childminder and ends when the child is handed over to a person authorised to pick-up the child.

With the admission to the day-care center, the custodians declare in writing who is entitled to collect the child in addition to themselves. Persons who are entitled to pick up the child must present an ID card with photo when picking up the child.

The well-being and the need of the child for continuity and commitment are at the centre of our care offer. Emotional safety and security are the prerequisites for care.

Fixed sleeping hours are not provided in the daily structure. The sleeping times depend on the individual needs of the child. The children have individual retreat options (sleeping nests, reading corner) at their disposal in the room.

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

### **6. Catering**

The custodians are responsible for ensuring that the child has been adequately fed at home prior to the day-care center.

Children who are cared for in two consecutive blocks are provided with ready-to-eat food brought along by the custodians. Drinks are to be brought along in drinking bottles suitable for children. Only the following types of food are permitted: breast-milk or substitute milk products; purchased, unopened jars of ready-made baby food; ready-to-eat sliced fruit and vegetables; dry bakery goods such as rice wafers and biscuits. The custodians must ensure that the hygiene regulations (in particular an uninterrupted cold chain for milk) are strictly observed. The childminders and pre-school teachers are entitled to reject food that does not meet these requirements.

Food and drinking containers must be marked with the child's name.

It is generally not possible to store any food beyond the daily care period.

The child must also be provided with replacement clothing, diapers and an additional pair of shoes if necessary.

## **7. Child care and vaccinations**

In order to protect one's own children as well as other children in the day-care center, it is strongly recommended that the vaccinations proposed by STIKO be carried out.

Measles protection: The validity of the childcare contract is subject to the condition that, the parents submit the following documents to the management of the child-care centre in accordance with the provisions of the German Protection against Infection Act (IfSG) in its currently valid version by the agreed date of admission of the child:

- vaccination documentation or a medical certificate stating that the child to be admitted has sufficient protection against measles in accordance with IfSG requirements, or
- a medical certificate stating that the child to be admitted has immunity to measles or cannot be vaccinated due to a medical contraindication, or
- confirmation from a government agency or the management of another child-care centre subject to the IfSG that one of the above proofs has already been provided.
- All children who had already attended the child-care centres on 1 March 2020 must provide proof by 31 July 2021.

## **8. Illness and absence**

A sick child must not attend the flexible day-care center. Infectious diseases in accordance with the Infection Protection Act (IfSG) must be reported to the childminder / pre-school teacher immediately after outbreak.

The staff of the day-care centers makes the final decision whether a child can be admitted or not.

Cancellations from childcare periods must be made in person, by telephone or by e-mail (for credit notes see point 4 ANB) by the start of care. The staff in the information centres of Stw Thuringia must also be informed.

Furthermore, the staff is not allowed to administer medication to the children.

## **9. Custodians' Duties**

The custodians ensure that the information provided by them in connection with the conclusion of the contract concerning their person, the child/children and other circumstances relevant to the contract is complete and correct. The custodians strive to inform the day-care center in question immediately of any changes in this respect. The custodians shall ensure that the child is handed over and collected punctually by appropriate persons.

It is important that the custodians are always available at the telephone number/emergency number provided.

## **10. Emergency**

In the event of an emergency, the custodians are informed immediately according to the filed contact data. In the event of an accident, the procedure is as follows:

- 1) First aid is provided to the injured child.
- 2) The custodians are contacted and informed.
- 3) If necessary, an emergency doctor is called and the child, if necessary, is accompanied by a staff member to the hospital.
- 4) The staff member/childminder accompanies the child during the first treatment in hospital. If the child is not admitted as an inpatient, the childminder remains with the child until a person authorised to collect takes over the child.

5) The childminder draws up an accident report.

### **11. Termination**

The day-care center has the right to an extraordinary termination without notice if the custodians repeatedly violate the General Terms of Use despite a warning or if the child to be excluded endangers the health, cleanliness or upbringing of the other children. Reasons for such a termination are above all:

- a) Repeated, unexcused absence of the child;
- b) Violation of the regulations of the General Terms of Use by the custodians.
- c) The pick-up time of the child indicated with the registration is repeatedly not adhered to. Exceptions to the agreed time are only permitted in exceptional cases and after prior consultation with the childminder and the staff member of the information centres.
- d) If a reasonable familiarisation of the child is not foreseeable even after a trial period of several weeks.

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

The Studierendennetzwerk Thüringen assumes no liability in the event of illnesses and their consequences. Stw Thüringen also assumes no liability for personal belongings brought to the day-care center. However, a careful and responsible handling is assured. Prams parked in the day-care center during the childcare period must be secured with one's own locks. In the event of the closing of one of the day-care centers due to force majeure or any other circumstances for which the owner of the center is not responsible, there are no entitlement for claims against the day-care center and its owner.

The Stw Thuringia assumes no liability for the children cared for. The custodians use the day-care center at their own risk and responsibility. Before using the childcare service, they are to be informed that there is no accident or liability insurance provided by Stw Thuringia and confirm that they have taken out a private accident and liability insurance for their child/children.

### **13. Data protection**

In order to establish and implement the care relationship, we collect and store the personal data provided by you in the application for admission (e.g. first name / surname of the child and custodians, date of birth, residential address, email address, contact data in the event of an emergency) both as part of a manual file (paper form) and in electronic form in accordance with Art. 6 Para. 1b) of the EU Data Protection Basic Regulations (hereinafter DSGVO). The electronic storage of the mentioned data is necessary for the efficient and cross-location administration of the care relationship and financial accounting. The data collected for this purpose are exclusively administered on our own electronic database systems. No order data processing takes place.

If no care relationship is established, your data provided in the application for admission will be deleted two months after expiry of the intended date of admission of your child/children. If a care contract is concluded, your provided and stored data will be deleted ten years after the end of the contract. In the event of legal disputes arising from the care contract, your data will be deleted depending on the course of the legal dispute, at the latest 30 years after the legal validity of an enforceable judicial decision. The custodians agree to the storage and processing of their data as described above.

We fully refer to our data protection information and the content of our internal data protection guidelines at <https://www.stw-thueringen.de/deutsch/datenschutz/index.html> concerning the rights to access to and decision-making according to the applicable data protection regulations.

### **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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Place, date

Signature(s) of custodian(s)