

General Terms and Conditions (GTC)

1. Scope of application

These General Terms and Conditions (GTC) form an integral part of the care agreement between the legal guardians and all institutions of the provider kidéal ag regarding the care of children in these institutions. This includes, in particular, institutions under the brands Chinderstern, Tagesstern and ylaa.

In the following document, the term “institution/institutions” is used. These are child care centres or after school care centres of the kidéal group. Child care centres refer to institutions in which children of pre-school age are predominantly cared for. After school care centres, also called day structures, refers to institutions in which kindergarten and school-age children are cared for in addition to lessons during the 39 school weeks and/or during a number of school holiday weeks defined per institution.

Instead of parents, mother and/or father, or legal guardian(s), the general term “the legal guardians” is used.

For the principal agreement between legal guardians and institutions, the term “Care Agreement” is used. The term “Care Agreement” is equivalent to older documents titled “Child care services and tariffs” and/or “Care contract (incl. Registration)”. For agreements that apply due to specific care situations, the term “Addendum to the Care Agreement” is used (e.g. release from the duty of confidentiality, consent to exceptional leaving of the institution, administration of medication, etc.).

The terms “Parents’ App”, “Parents’ Portal”, “digital”, “electronic contract process” and “PDF” are all to be understood as (components of) the automated electronic registration and contract process within the kidéal group. They denote software-based tools and processes used within the kidéal group that supplement existing manual, paper-based processes or replace them entirely.

2. The institutions of the kidéal group

All institutions are subject to the licensing and supervisory authority of the competent authorities in the respective cantons. These authorities assess whether the institution meets the official framework conditions they define, such as floor space per child, staff-to-child ratios, qualifications of management and professionals, etc. Each institution holds a valid license.

The institutions comply with statutory construction and fire-safety requirements as verified by the responsible authorities. They also meet the requirements of the competent authorities for hygiene in operations and kitchens. Inspections are carried out on an ongoing basis.

Educators in the institutions hold Swiss-issued or recognized qualifications in child care. Their work is supported by apprentices undergoing training in the institutions, interns, and other staff. The staffing composition complies with the specifications of the respective competent authorities.

3. Registration, admission, minimum attendance, provision and waiting lists

Registration

Registration of a child is possible at any time during the year. Registration is made online on the website of the relevant institution or in another way communicated by the institution’s Pedagogical Manager. The institution may charge a reservation fee. If the child takes up a place, this fee is refunded or credited in full.

Admission

Various factors are considered when deciding whether to admit a child to an institution. The final decision is made by the Pedagogical Manager of the relevant institution. The institution reserves the right to decline admission at its own discretion and without stating reasons.

Minimum attendance

The minimum attendance is one full day or three half-days. In justified cases, the Pedagogical Manager may deviate from this minimum rule.

Provision

At the time of registration, the institutions cannot yet give a binding commitment that provision will go ahead. They reserve the right to make the provision of care offers—whether individual modules, care days or entire weeks—dependent on a minimum number of registered children. If an offer is discontinued, the legal guardians will be informed in writing with due notice in line with the applicable notice period. Any fees charged and care fees paid in advance will be refunded in full.

Waiting lists

Registration does not guarantee a place. If no place is available for the desired start date, each institution maintains a waiting list. Being on the waiting list is free of charge.

4. Care options, opening hours & drop-off/pick-up requirements

Care options

Depending on local circumstances, the care options of the various institutions may differ. Detailed care options are listed on the website of the relevant institution.

Opening hours

Exact opening hours may differ between institutions and are detailed on the website of the relevant institution. Opening hours generally coincide with the care times of the modules offered. For the agreed care options, the opening hours are shown in the Care Agreement.

Institutions are closed on Swiss public holidays. On the day before such a public holiday, they close at 5:00 pm. Institutions are closed between Christmas and New Year. On canton-specific public holidays, the affected institutions remain closed; on the preceding day the regular opening hours apply.

Institutions reserve the right to adapt opening hours if needed and are entitled to close for one day per year for a team training day; this day will be announced early as part of the scheduling for the following year.

Dropping off and picking up children

Each institution has defined opening as well as drop-off and pick-up times. The precise opening hours are listed on the website of the relevant institution. These times must be strictly observed for organisational reasons and out of consideration for the children.

If children are dropped off or picked up late, an initial one-time warning is issued. In the event of repeated lateness, i.e. after the first warning, the institution may charge the legal guardians an additional fee of CHF 20 per started 15 minutes of delay.

Children must, as a rule, be dropped off and picked up by the legal guardians. If a third party is to do so, the institution must be informed in advance with appropriate details. Third parties must present clear identification.

5. Settling-in period in child care centres

In institutions offering child care services the first two weeks of care are generally considered the settling-in period. Details are agreed and set with the Pedagogical Manager of the respective institution. The settling-in period may be shortened or extended by agreement with the Pedagogical Manager.

During the settling-in period, the legal guardians must either be on site or reachable by phone and able to collect the child if the institution's responsible staff feel that a longer stay might overwhelm the child. The settling-in period counts as care time and is invoiced accordingly. It is charged in accordance with the Care Agreement and Article 12 (Care Fees) of the GTC.

6. Care agreement

The Care Agreement is issued by the relevant institution in paper form or electronically as a PDF. It sets out the details of care on a binding basis. The Care Agreement only comes into effect upon the institution's acceptance, either by signature or by electronic notification via the Parents' Portal/Parents' App.

If the Care Agreement is created in paper form, the legal guardians confirm by their signature that the information in the Care Agreement is truthful.

A digitally submitted request via the Parents' Portal or App becomes capable of acceptance by the institution once the legal guardians accept (by clicking) the GTC and the other required, electronically retrievable and viewable addenda to the Care Agreement. The Care Agreement is activated and becomes valid when it is definitively entered into the contract system by the Pedagogical Manager and subsequently sent as a PDF to the legal guardians.

The legal guardians must inform institution staff promptly in writing if any information stated in the Care Agreement changes. In an electronic contracting process, the legal guardians must make changes themselves in the Parents' Portal/Parents' App (e.g. via Smartphone).

When the contract is concluded, a one-off, non-refundable administration fee is generally charged. Conflicting cantonal rules take precedence.

7. Amendment & termination of the Care Agreement

Amendments

A reduction in the scope of child care services may be made with 2 (two) months' notice to the end of a month and must be submitted in writing or by e-mail or—where using electronic contracting—by a contract change in the Parents' Portal/Parents' App. For after school care, the notice period is 1 (one) month. An increase in care scope is possible at any time, provided the capacity of the relevant institution allows it. Changes in care scope are governed, in line with Articles 3–6 of the GTC, by an additional or new Care Agreement and only take effect upon written confirmation in paper form or electronic notification by the institution. The institution may charge a contract amendment fee. This is shown in the Care Agreement and/or online on the website.

Termination

As a rule, the Care Agreement may be terminated by either party with 3 (three) months' notice to the end of a month, in writing or by e-mail or—where using electronic contracting—by a contract change in the Parents' Portal/Parents' App, except on the 30th of June of any calendar year. Conflicting cantonal rules or (offer-dependent) special rules of individual institutions take precedence; these must be recorded in the Care Agreement. If the notice period is not observed, full monthly fees will be charged for its duration.

By way of derogation from the foregoing paragraph, the offer “TagessternPLUS” cannot be terminated by either party during its fixed term, which may cover either the school year or the calendar year.

Institutions generally do not offer trial periods for newly admitted children. If such a period has exceptionally been agreed, the Care Agreement may be terminated by either party with immediate effect.

If a Care Agreement has been concluded (e.g. before the child is born) and attendance is impossible at the contractually agreed start date for exceptional health reasons (e.g. birth complications, unexpected and long-term illness, etc.), the Care Agreement may be terminated with immediate effect before the contractual start date. Care fees already paid will be refunded accordingly. At the institution’s request, an appropriate medical certificate must be provided.

Immediate suspension of care

In specific situations, the institutions may refuse care for a child with immediate effect. Reasons may include, for example, unacceptable behaviour by the child or the legal guardians; a broken relationship between the legal guardians and the institutions’ management; payment default as per Article 12 of the GTC; or similar. This list is not exhaustive. Immediate suspension of care is used as a last resort when all prior measures (discussions, payment requests, reminders, meetings, goal agreements, or similar) have had no effect and/or when the Pedagogical Manager of the institution prioritizes the wellbeing of the other children and staff.

8. Additional care

If the legal guardians of a child already cared for by an institution have a short-notice, one-off need for additional care (e.g. an extra day for two weeks), this can be agreed directly with the responsible staff at the relevant institution. The additional care will be invoiced separately.

9. Insurance and liability

Insurance

The legal guardians are obliged to take out third-party liability, health and accident insurance for their child. On request, the conclusion of these insurance policies must be confirmed in the Care Agreement by providing the policy numbers.

Liability

The legal guardians are fully liable for damage caused by their child. Institutions accept no liability for lost or damaged privately brought items such as toys, jewelry, pushchairs, etc. Expenses arising from illness or accident (e.g. ambulance) are borne by the legal guardians.

At joint events with the legal guardians, whether inside or outside the institutions, responsibility for the child lies exclusively with the legal guardians.

Institutions are not liable for missed or restricted care services, or for non-fulfilment of other obligations under this contract, due to force majeure or other reasons beyond the institutions’ control, such as fire, water, burglary, weather phenomena, pandemics, epidemics, official operating restrictions or closures, etc.

10. Illness, accident & emergencies

Illness

Children who are ill must not attend the institutions, both because they are not set up to care for sick children and to protect other children from contagion. Care staff may refuse entry to ill children. If a child falls ill at the institution, the legal guardians will be informed immediately and

asked to collect the child. There is no refund for care modules missed due to illness. In cases of long-term illness, exceptions may be agreed with the institution.

Children with temporary limitations (e.g. after a broken arm or leg) may attend if they can take part in most activities and any special attention required remains feasible for staff. The decision rests with the Pedagogical Manager of the relevant institution. Institutions accept no liability for consequential damage or delays in the healing process.

Accident & emergency

Minor wounds and injuries (e.g. grazes and small cuts) are given first aid by care staff, such as cleaning, disinfecting and covering with plasters or dressings. In medical emergencies or where injuries require medical treatment, the institution's responsible staff may seek medical help without delay. The legal guardians will be informed as quickly as possible in every case.

11. Administration of medication

Medication is administered only in consultation with the legal guardians. If medication must be taken permanently or over a specific period, the "Administration of Medication" form must be completed and signed by the legal guardians as an addendum to the Care Agreement. Institution staff administer medication in line with the instructions in the form. The legal guardians are responsible for providing the medication and must bring it each time in the original packaging. For safety reasons, institutions do not procure medication and only store it in exceptional cases. In the event of a nuclear incident and on the instructions of the authorities, the institution's responsible staff are authorized to administer iodine tablets to children. Institutions accept no liability in connection with the administration of medication.

12. Fees, deposits & payment terms and public subsidies for parents

Care fees

Care fees are set out in the respective Care Agreement. The module tariffs are also published on the institution's website. The institutions invoice the legal guardians for the care fees due; invoices are provided electronically as a PDF by e-mail, on paper by post, or on site at the institution. For child care services, the agreed monthly fee is charged pro rata from the start date (start of the settling-in period). For after school care during term time (i.e. for the 39 school weeks), the monthly fee for the full calendar month is charged, as absences (e.g. due to school holidays) are already factored into tariff calculations. All tariffs—and thus monthly fees—include care, lunch and snacks as well as the usual costs for the day's programme (craft materials, admission fees, transport costs, etc.). Any additional costs arising from a special care need are borne by the legal guardians and invoiced separately. In cases of force majeure beyond the institutions' control as per Article 9, paragraph 4 of the GTC, fees and additional costs remain payable; there is no entitlement to a refund.

Deposit

Institutions may request a deposit from the legal guardians of up to a maximum of 3 (three) monthly flat-fee amounts. The deposit amount is shown in the Care Agreement. The deposit is refunded in full after leaving or offset against outstanding claims of the institution against the legal guardians.

Payment terms

Institutions charge monthly flat fees for the agreed regular care. Additional days, single days, higher-than-agreed attendance (over-occupancy), fees and holiday care are shown separately and on a case-by-case basis on invoices. For the agreed monthly flat fee, the legal guardians receive a

single invoice. From the start of care, the monthly fee is due in full for after school care and in full or pro rata for child care services. These, as well as subsequent (full) monthly flat fees, must be transferred to the institution's account no later than the last working day before the start of care. Monthly flat fees remain payable during holidays and other absences/cancellations.

Public subsidies for parents

Any subject-based parental contributions towards care costs from the public sector (e.g. from schools, municipalities, cities, Confederation) that are paid directly to the institution are credited to the legal guardians on invoicing. If it later emerges that such contributions were too high, any amount reclaimed by the public authority from the institution will be charged to the legal guardians. If contributions were set too low and the institution subsequently receives further such contributions, the surplus will be credited to the parents or paid out if no active Care Agreement exists at that time.

Procedure in case of payment default

Outstanding monthly flat fees are dunned by a payment request (first reminder). If payment is not received by the 15th of the care month, a second reminder is issued. If payment is still outstanding by the 20th, a third and final reminder is sent. Reminder fees are charged; these are listed/visible in the Care Agreement. These reminder stages and measures also apply to all care services not billed as a monthly flat fee. The invoice date is decisive.

If the care fee remains unpaid, the debtor is in default pursuant to Art. 102 et seq. of the Swiss Code of Obligations (CO), and the necessary legal steps to enforce the claim will be initiated (debt collection, action for payment). In this case, the institution reserves the right to refuse care for the child with immediate effect. At the same time, the institution may also terminate the care place definitively within the agreed notice periods. During the notice period, the obligation to pay continues.

13. Confidentiality & processing of personal data (data protection)

Institutions of the kidéal group generally process personal data only insofar as this is necessary to carry out the contractual purpose of business, to provide the relevant services, and to fulfil legal and financial obligations. Personal data are collected directly from the legal guardians and not via third parties. "Processing personal data" means any handling of personal data, regardless of the means and procedures used, such as obtaining, storing, using, modifying, disclosing, archiving, deleting or destroying data.

Institution staff are bound by confidentiality. They treat data and information concerning the child and the legal guardians as confidential. No information is passed on without the consent of the legal guardians. A release from the duty of confidentiality requires the written consent of the legal guardians. For this purpose, the "Release from Duty of Confidentiality" form must be completed and signed.

All important information (home address, emergency numbers, pediatrician, authorized pick-up persons, etc.) is stored in our systems. Organizational and technical measures ensure data protection. kidéal ag has a data protection officer who fulfils the group-internal role under data-protection legislation and can be contacted at dsv@kideal.ch.

kidéal ag processes data for as long as is necessary to fulfil the contractual business purpose. Thereafter, data are generally deleted. Data may, however, continue to be processed beyond this—for example due to statutory retention obligations or for the period during which claims can be asserted against kidéal ag. The storage period is largely determined by the statutory limitation

periods. Under data-protection law, the legal guardians have the following rights, which may be subject to statutory conditions or restrictions: right of access; right to rectification; right to object; right to data provision or transfer; right to erasure.

14. Consent to photos and videos

In the Care Agreement, the legal guardians explicitly indicate whether and in what form they agree to the publication of photos or videos of the child.

Institutions may provide a protected online area or a dedicated application for legal guardians, where—using login details (username and password)—photos/videos of children from the relevant institution are made accessible to the respective legal guardians. These photos/videos are created during opening hours of the relevant institution in compliance with guidelines on the use of electronic devices. Only legal guardians who have requested such access and given permission for photos/videos of their child to be taken will receive access to this area. Files in this personalized area can be downloaded by any users who have the necessary personal login details. Legal guardians are not permitted to pass login details to third parties. Logins are deactivated upon termination of the Care Agreement. Revocation of permission to record photos/videos of the child must be made in writing. The institution accepts no responsibility for further distribution, publication or reproduction of these photos/videos by the legal guardians.

15. Transport by private vehicle

In the event of an accident or emergency, those responsible at the institution are permitted to travel with the child in a taxi or private vehicle.

16. Exceptional leaving of the institution (after school care only)

Children are generally only released into or out of the institution's care at the start of lessons or after the official care time has ended.

Within after school care, the legal guardians may agree with the team at the relevant institution that the child may leave unaccompanied during care time, for example for a leisure course such as sports or music lessons. Using the addendum to the Care Agreement "Declaration of Consent to Exceptional Leaving of the institution", the legal guardians specify when the child may leave and/or when they must be back. If the child has not returned at the specified time, the legal guardians will be contacted. Once the child has left the institution, responsibility lies with the legal guardians. The journey between home and the institution also falls under the legal guardians' responsibility.

17. Amendments, severability and governing law

Amendments

The kidéal group reserves the right to review the GTC periodically and adapt them to current requirements. The current version of the GTC is available at any time on the institutions' websites. Amendments are communicated to legal guardians with ongoing Care Agreements.

Severability

Should individual clauses of these GTC be invalid or incomplete, or wholly or partly unenforceable, the validity of the remaining clauses shall not be affected. The invalid clause shall be replaced by a valid provision that comes closest—legally and economically—to the meaning and purpose of the invalid clause. The same applies to any contractual gaps.

Governing law

The relationship between Institutions of the kidéal group and the legal guardians is governed by substantive Swiss law. The exclusive place of jurisdiction for all claims and/or disputes arising from or in connection with the contracts is the location of the respective institution.

Please note: English is not an official language of the Swiss Confederation. This translation is provided for information purpose only. In case of doubt, solely the original German version is legally valid.

Urdorf, Juli 2025
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Special Supplementary Terms (SST) as an addendum to the General Terms and Conditions (GTC)

1. Scope of application

These Special Supplementary Terms (SST) to the existing General Terms and Conditions (GTC) form an integral part of the Childcare Agreement between the parents/legal guardians and the childcare institutions operated by kidéal ag with regard to the care of children in these institutions. They apply in addition to the aforementioned documents and exclusively within the Canton of Basel-Stadt.

The same terminology as in Section 1 of the General Terms and Conditions (GTC) is used. Only deviations from the GTC are listed below.

3. Registration, admission, minimum attendance, provision and waiting lists

Registration

No registration or enrolment fees are charged. The same applies to reservation fees.

Admission

The facility guarantees non-discriminatory admission.

Minimum Attendance

Care subsidies from the Canton are granted to the parents and/or the institution only if the child attends at least 40% (child care centres) or 30% (after school care centres).¹⁾

5. Settling-in Period in child care centres

No separate invoice is issued for the settling-in period; it is already included in the monthly fee.

7. Amendment & termination of the Childcare Agreement

Amendments

The childcare agreement may be terminated by either party in writing with two (2) months' notice, effective at the end of a month. There is no trial period for newly enrolled children.

12. Fees, deposit & payment terms

Any additional costs arising from special child care needs are covered by the institution.

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Urdorf, October 2023
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1) According to the website of the Department of Education Basel [Jugend, Familie und Sport des Erziehungsdepartements des Kantons Basel-Stadt - Betreuungsbeiträge \(bs.ch\)](https://www.jugendfamilieundsport.bs.ch/)