



# General conditions of the Babilou Group Switzerland

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## WELCOME TO THE CHILDCARE FACILITIES OF THE BABILOU GROUP SWITZERLAND

### WHO ARE WE ?

As a specialist in childcare, we have been supporting children and their families for over 20 years. The services provided by the institutions of the Babilou Group Switzerland actively contribute to the reconciliation of family and professional life. Babilou is an international group of private day care centers, currently present in 12 countries, with its headquarters in Paris. Our national network of KidsCare, Garde & Ris and Children's World (list of facilities in the Appendix) are designed to ensure the well-being and safety of all. Our pedagogy encourages self-esteem and the learning of autonomy, while respecting the rhythm of each child. Numerous indoor and outdoor activities are planned each day.

Each educational team builds its own pedagogical project around the fundamental pillars of a multilingual approach, proximity to nature, encouragement of movement and eco-responsibility.

We work in close collaboration with the competent cantonal and federal authorities in order to offer you the best possible services and in a spirit of continuous improvement, to innovate together for the future.

A child can be enrolled in a Babilou Group facility throughout the year, regardless of gender, origin, place of residence, family and social situation, subject to availability.

**In order to offer families maximum flexibility, we are open for extended daily hours and we minimize the number of days we are closed. Admission contracts can be signed and started at any time during the year.**

### OUR VALUES

Five values drive us on a daily basis, internally with our teams, with our partners, with the children and their families :

#### Kindness

Being attentive to and respectful of others, looking after the well-being of children and their parents, supporting our professional staff, the companies

that place their trust in us, as well as our partner nurseries and daycare centers.

### **Commitment**

Being mindful that parents entrust us with that which is most precious to them, and that our actions affect the well-being of children and their families. Being aware of our responsibilities. Commitment to the development and fulfilment of our teams.

### **Diversity**

Remembering that social diversity, the different profiles of the children enrolled, and different opinions are valuable. We are committed to maintaining this diversity.

### **Quality**

Constantly striving to improve in the care we give to children and their families, the welfare of our employees and the satisfaction of our clients. As part of this process of continuous improvement we need to be willing, action-oriented and we must avoid making assumptions.

### **Team Spirit**

Believing in the talent and intelligence of each one of us and in collective responsibility. We consider that working together is a strength and that everyone can bring something to the table. We need to be supportive and share our difficulties and successes so we can grow together.

## **OPERATION OF OUR DAYCARE CENTERS**

### **ART. 1. OPENING AND CLOSING TIMES**

**Opening & Closing** To find out the opening and closing times of the establishment in which your child is being cared for, please refer to the operating regulations of the structure.

**Delay** In order to encourage a moment of exchange and a good transition for the child, please allow approximately 15 minutes for arrival and departure. This time must be included in the opening hours.

We reserve the right to penalize regular late arrivals with a dissuasive flat rate fee.

**Authorisations** When leaving the facility, children will only be handed over to people officially designated and authorised by their legal representatives. No minor will be allowed to collect a child.

In the exceptional case where an unauthorised person has to collect the child, one of the two legal representatives must inform the Management by phone and send

an e-mail mentioning the identity of the person and the time at which this person will be authorised to collect the child. When the person arrives, he/she must provide a valid identity document.

When the Management of the establishment considers that the handing over of the child is likely to put the child in danger, it may refuse to hand over the child.

## ART. 2. ANNUAL CLOSING

Holidays	Our daycares are all closed for the end-of-year period (Christmas, New Year). To know the exact closing dates of the institution that welcomes your child, please refer to the operating rules of the structure.
Public holidays	All our institutions are closed on official cantonal and federal public holidays. Our institutions are also closed on Ascension Friday. On the last day of the year (before the end-of-year holidays), our institutions close at 5.30 pm. The exact days are communicated annually by each institution to the families.
Other	The childcare facilities organise a pedagogical day each year. This day is an opportunity for our professionals to meet as a team and to work together on important themes around childcare.
Invoicing	Public holidays, the Ascension Day and the pedagogical day are neither reimbursed nor exchanged and do not give the right to compensation.

## ART. 3. MEALS/NUTRITION

Meals	Meals are organised by our structures, according to the specific conditions of each. The meals offered are balanced and varied, designed according to the recommendations of a dietician. Please refer to the description of the facilities for more details.
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It is part of the Babilou Group's values to respect the cultural differences and religious beliefs of everyone. An alternative meal or a vegetarian dish can, on request, replace the meal of the day.

Allergies	<p>All food allergies and intolerances must be covered by a medical certificate in order to be taken into account. To be considered valid, the medical certificate must contain the following information:</p> <ul style="list-style-type: none"><li>- Contact information of the doctor</li><li>- Precise identification of the allergenic or intolerant food</li><li>- Description of the symptoms in case of ingestion or contact with the food</li></ul>
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- Procedure to follow in case of ingestion or contact with the food.

**Special cases** We reserve the right to refuse requests for diets that are too special or strict, in which case the family will have to bring the meals for the child by their own means. In this situation, no deduction will be made from the current fee.

However, in the case of an allergy that is so severe that it requires the mobilisation of resources that our institutions do not have, we reserve the right to refuse the child's enrolment or to cancel the contract. The safety of the child is at stake.

**Breastfeeding** It is possible, on request, to bring breast milk or to come and breastfeed your child on the premises in an assigned space.

## THE TERMS OF RECEPTION OF YOUR CHILD

### ART. 4. SETTLING IN PERIOD

**Obligation** The "settling in" period ensures the continuity of care that the child needs, whatever his age. For this reason, it is compulsory. The organisational arrangements will be agreed with the Direction before the first day of care.

**Terms** The settling in period usually lasts in general two weeks, but it can be shortened or extended depending on the needs of the child and their parents. This is an essential stage in which the parents make themselves available and can be reached.

**Invoicing** Invoicing starts on the first day of the settling in period, which marks the beginning of the childcare contract. This period shall not give rise to any financial discount or compensation, even if the child's attendance during the settling in period is lower than the contractual attendance.

### ART. 5. CHILDCARE ARRANGEMENTS

**Terms** The list of services offered as well as the fees of each facility are detailed in their operating rules.

**Rhythm** We welcome children from 1 full day per week. However, we recommend a higher attendance in the interest of the child.

**Duration** Although we do everything possible to make your child's day as pleasant as possible, we ask parents not to leave their child in the daycare for more than 10 hours a day.

## ART. 6. ABSENCES

Absences

**Unexpected absences** of the child must be communicated as soon as possible and if possible before the usual time of arrival. Days of absence will not be reimbursed or replaced, and no compensation will be given.

**Holidays and other foreseeable absences** must be communicated as soon as possible and at the latest 15 days before their beginning. After this deadline, they are no longer subject to changes.

Absences outside of the facility's closings do not entitle to any compensation of any kind.

## CONDITIONS OF ADMISSION

For the enrolment procedure and the elements of the child's file, please refer to the operating rules of the facility which describe them.

## GENERAL FEE CONDITIONS

### ART. 7. TREATMENT FEES

The processing fees correspond to the analysis and processing of the application for a place. The amounts of the fees are available in the rates grids of the structures. They are due regardless of the period of the year in which the application takes place. They are compulsory in the context of a place application and entitle the applicant to a refund only if we are unable to honour the place in the daycare.

### ART. 8. ADVANCE PAYMENT

A place can be reserved at any time during the year for a start in the daycare anytime as well (subject to availability) and subject to the following conditions:

**Confirmation** We require payment in advance of the first two full months of regular attendance.  
If the family withdraws, this amount is due and will not be refunded. The standard cancellation procedure must be followed.

### ART. 9. FEES

Rates

The daily and monthly rates applied are indicated on the childcare contract. This price is the full price. It does not take into account any special discounts or any cantonal or municipal subsidies.

To find out the rates, the weeks of invoicing and the calculation applied by the facility that welcomes your child, please refer to its operating rules.

Fee increase Fees charged may be modified, subject to two months' notice for the end of a month. All families will be informed of any changes in fees in writing (letter or e-mail).

#### ART. 10. INVOICING TERMS

Calendar Invoices for regular attendance, occasional care days and corrections are sent out once a month. More than 12 invoices per year may be sent as some services must be invoiced separately.

E-mail In order to reduce our environmental footprint, invoices are sent by e-mail to one main address per family. We therefore ask parents to inform us without delay of any change in their e-mail address.

#### ART. 11. PAYMENT OF INVOICES

**Invoices for the coming month's attendance are due the month before and at the latest on the due date indicated on the invoice.** Payment shall be made via QR Code or IBAN.

Example: Invoices issued around the 10<sup>th</sup> of July are due between the 25<sup>th</sup> and 30<sup>th</sup> July, depending on the due date on the invoice. Failure to pay is a fair reason to break your childcare contract.

#### ART. 12. LATE PAYMENT

Penalties In the event of late payment, the family will automatically be charged a reminder fee of CHF 20 for the first reminder and CHF 40 for the second reminder.

Legal proceedings In the event of non-payment and even without any reminder, we reserve the right to initiate legal proceedings, in accordance with current law. We also reserve the right to refuse the child's admittance to the daycare.

#### ART. 13. SUBSIDIES

City Councils We work closely with several Communes (City Councils) to offer subsidies for childcare costs. The conditions, amounts and decisions regarding the granting of subsidies are subject to the submission of a file and its acceptance by the Commune concerned.

We are happy to explain the conditions for obtaining subsidies for the Communes concerned and to support you in the steps to be taken.

Notification In the context of the allocation of subsidies, the family is obliged to inform the General Administration (see attached the list of contacts) of any change in family or professional situation as soon as they become aware of it. Failure to provide



this information at the time of the change may result in the cancellation of the subsidies granted by the Commune.

#### ART. 14. EXTRA DAYS AND EMERGENCY CARE

Extra days	Our institutions may, on request, take in children outside their usual contractual attendance, provided that the legal conditions of supervision are respected. Requests are studied on a case by case basis and validated as soon as possible. However, we reserve the right to reschedule or cancel a cancellation up to 10 days before the desired date, if necessary.
Cancellation	The request for an extra day can be cancelled free of charge up to 3 days in advance. After this period, the additional day, whether used or not, will be invoiced.
Invoicing	The additional days are invoiced at the regular rate according to the admission contract. There is no guarantee that any subsidies will be applied to emergency days.

Under no circumstances may a parent exchange a day of care provided for in the child's contract for occasional care on another day.

Emergency	In case of emergency, the daycares can accept a child who is not registered until a solution is found. A solution may consist in the establishment of an admission contract. In the absence of a contract, the invoicing arrangements for emergency care apply at the full daily rate.
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#### ART. 15. FLEXIBLE CONTRACTS

Terms	In order to meet the need to reconcile family life and professional imperatives, we offer flexible contracts of indefinite duration with no guaranteed minimum attendance. Families send us their requests for the desired number of days of childcare on a contingency basis and we accept them in accordance with the legal framework.
Rates	Please refer to the operating regulations of the facility your child attends.

#### ART. 16. SIBLING DISCOUNT

2 children	We grant a 15% discount to the first child (the elder) for a family with two children who are simultaneously enrolled in one or more of our facilities. The discount naturally ends when one or the other child leaves.
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3 children + We grant a 25% discount to the second child of a family with three or more children simultaneously in one or more of our facilities. The discount naturally ends when one of the children leaves.

Sibling discounts only apply to contractual services (regular attendance bills). They do not apply to extra days or administrative processing costs.

## CONTRACTUAL TERMS AND CONDITIONS

### ART. 17. CHANGES TO THE CONTRACT

#### During the course of the contract

Terms	Any request for a change in attendance must be made in writing.
Time period	<p>No reduction in attendance may take effect only during the period from June 1<sup>st</sup> to August 31<sup>st</sup> inclusive, except in exceptional circumstances (with supporting documents). It is up to the General Administration to assess the exceptional nature of the situation and to accept or refuse the request for exemption. For example, family holidays are not considered as an exceptional situation.</p> <p><i>Example</i> : A written request for a reduction in attendance sent in April (the date of receipt of the request being taken as proof) will only take effect on the 1<sup>st</sup> of September.</p> <p>A request for an increase in attendance may be submitted without restriction at any time during the year.</p>
Deadlines	<p>Decrease in attendance: 2 months' notice from the end of the current month.</p> <p>Increase in attendance: immediate effect subject to availability of places.</p>
Fees	A fee of CHF 100 will be charged for any change of contract due to a reduction in attendance.

#### Before the beginning of the contract

Terms	The admission contract (start date/days/frequentation rate) may be modified before the starting date, subject to compliance with the deadlines, written notification of the request for change to the General Administration and validation by the General Administration.
Deadlines	<b>Bringing forward the contracted start date:</b> immediate effect subject to availability of places.

**Postponing the contracted start date:** minimum notice of 2 months for the end of 1 month before the initial contracted start date. Postponement within a maximum of 2 months from the initial contracted start date.

**Increasing the frequentation:** immediate effect (subject to availability).

**Decreasing the frequentation:** two months' notice for the end of a month, starting from the date on which the child initially started based on the contract.

## ART. 18. TERMINATION OF THE CONTRACT

### During the course of a contract

Terms Termination of the contract must be made by **registered letter addressed to the Administration** (see attached list of applicable addresses), with a minimum period of two months to the end of a month. The remaining monthly payments are due, even if the child no longer attends the facility.

In the case of a departure to school, special conditions apply which take precedence over the above-mentioned deadline:

School departure For children leaving for school, the cancellation must be received by the General Administration by registered mail at the latest on the 31st of March of the year of leaving for school; otherwise, the child is considered to be registered until 31 August of the year, the invoices being due until that date. Failure to comply with the rules of termination will not give rise to any compensation of any kind.

Immediate effect The General Administration reserves the right to terminate the contract with immediate effect or by the end of the month if there are good reasons. The following is a **non-exhaustive** list of reasons considered:

- The child's medical data is not correct or up to date.
- The child or the parents have needs that cannot be met by our institutions after evaluation.
- The General Administration has noted payment problems and has notified them by means of several warnings which have had no effect.
- The childcare facility or the General Administration has noted behaviour such as incivility, aggression, verbal or physical violence on the part of an adult towards another parent, child or staff.

## Before the start of the contract

Deadlines	Termination of the contract must be made by registered letter addressed to the General Administration.
Fees	In the event of termination or withdrawal by the family, the monthly fees invoiced and paid in advance remain due (see Article 8).

### ART. 19. MOVING AND CHANGE OF FAMILY SITUATION

Contact details	It is the duty of the parent to be attainable at all times during the day. Consequently, he/she must inform the General Administration and the Management of the institution in writing of any change of residence or place of work (including mobile phone number).
Medical	Any medical or social change must be communicated without delay to the Management of the establishment.
Legal	In the event of separation or divorce, the parent shall promptly inform the management of the establishment of any change in the authorisations for the care of their child.

### ART. 20. TRANSFER FROM ONE FACILITY TO ANOTHER

Terms	Requests to transfer from one childcare facility to another within the Babilou Group Switzerland are dealt with on a case-by-case basis and subject to availability. No additional fees will be charged.
Notice	The request for a transfer must be made in writing, giving two months' notice by the end of the month.

## HEALTH OF THE CHILDREN / LIFE OF THE DAYCARE

### ART. 21. HEALTH PROMOTION AND PREVENTION

Medication	<p>Certain medicines or homeopathic products may be administered in the day care centre only if the cantonal laws and directives so permit.</p> <p>Any request for the administration of medication by the educational team must follow a precise procedure. The parent completes and signs the corresponding form and attaches a copy of the prescription if one exists. The dosage and duration of the treatment must be specified.</p> <p>In the case of regular use of medication or the need to have it on hand in case of need (e.g. inhalers), please inform the management of the facility when registering.</p>
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All medication must be given to the educational team in its original packaging, bearing the child's first name, surname and date of birth.

Illness	According to the recommendations of the cantonal authorities, contagious illnesses of a child or a relative must be reported to the educational team so that the necessary measures can be taken. In the event of illness, the daycare management is entitled to judge the state of health of a child and its compatibility with the life of the daycare. In this respect, it is up to the management to accept or refuse whether to accept the child in the establishment. The child's days of illness are not taken back, compensated or exchanged.
Vaccination	We strongly recommend that families follow the recommendations of the medical authorities regarding vaccinations.
Cooperation	With the agreement of the families, the management of the childcare facility may consult external specialists (such as paediatricians, psychomotor therapists, etc.). If there is a suspicion that a child's well-being is being endangered, the management will report it to the competent authorities in accordance with the guidelines set by the canton. In this case, it is not necessary to inform the parents.
Extreme cases	In the event of an extreme situation or force majeure (epidemic, pandemic, heat wave, earthquake, etc.), an official order to close the facility may be issued. If such an extreme situation occurs, the days of closure will not be taken back, compensated or refunded.

## ART. 22. EMERGENCIES AND ACCIDENTS

Emergency	In the event of an emergency or if the parents cannot be reached, the daycare management will take all necessary measures. The parents delegate their authority to the daycare management, who will take the liberty of calling a doctor or a medical emergency service (144) who will decide on the measures to be taken, including hospitalisation or transport of the child by ambulance. Any costs incurred are to be borne by the parents.
Accident	<p>If the child causes damage or injury, the parents' liability insurance will cover the costs. Therefore, each January, parents must submit a copy of their liability insurance to the daycare management.</p> <p>Each child must have accident insurance, in case of an accident, the child is not insured by the daycare.</p> <p>Living in a group setting can cause inconveniences such as falls, bites or scratches. This is sometimes unavoidable despite all the precautions taken by the</p>

educational teams. The staff informs the parents when they become aware of such an incident.

Daily indoor and outdoor activities are organised by the daycare. Safety measures are taken by the educational team in each situation. Families should be aware that outings can be made on foot, by bus, by train, by car or by boat. By accepting the present general conditions, the risks inherent to these trips are accepted by the families and are not the responsibility of the daycare.

### ART. 23. PERSONAL ITEMS AND CLOTHING

We strongly recommend that you label all objects and clothing with the child's name and surname. In general, children can bring their "doudou". Depending on the pedagogy applied, the management of the childcare facility may decide how these objects are used within the institution.

We accept no responsibility for the loss, exchange or damage of personal items (including clothes and jewellery). Clothing or objects that remain in the facility and are not collected by the families within one month, remain at the free disposal of the institution's management (either for internal use or for donation to charitable organisations).

We rely on parents to dress their children in a comfortable and practical way. Clothes should not fear to be dirty. Families should make sure that the children wear clothes that are suitable for the weather and the season.

For each child, the family must ensure that the educational team has a change of clothes suitable for the weather (size, season, etc.), waterproof clothing and footwear (suitable for rain or snow) and non-slip indoor shoes (slippers, socks, etc.).

## MISCELLANEOUS

### ART. 24. CONFIDENTIALITY

Data : The Babilou Group Switzerland is committed to strict respect for your privacy and your personal data. We undertake to keep your personal data in accordance with legal requirements and not to sell them for marketing purposes.

Images: The educational team is authorised to make audio, photo and video recordings which are for internal use only and for the purpose of informing families.

Data and images used for external, statistical or promotional purposes are anonymised.

**Incivilities** We have a zero-tolerance policy towards behaviour such as incivility and disrespect. Any violence, aggression or verbal or physical threat will be sanctioned: dismissal, breach of contract, ban on approaching the institution, etc. If the situation so requires, it will be reported to the police.

## ART. 25. SCOPE AND RIGHT TO AMEND THE GENERAL CONDITIONS

Scope	<p>The General Terms and Conditions and their appendices form an integral part of your childcare contract. Signing the contract shall constitute acceptance of them.</p> <p>The present General Terms and Conditions prevail over all previous agreements, regardless of the date of signature of your childcare contract. They are binding in the event of a dispute and are applied uniformly in all our institutions. In the event of non-compliance with these General Terms and Conditions, your child's care contract may be terminated immediately.</p>
Modifications	<p>In order to improve the operation of our institutions, these General Conditions may be modified at any time. The changes made will take effect within a period of 2 months from the end of the month in which the changes are notified.</p>

By accepting the childcare contract, parents acknowledge that they have read and approved this document dated 30/06/2022 and undertake to respect it.

## WELCOME TO ALL NEW FAMILIES !

We look forward to hearing from you throughout our partnership. It is important to us to build a relationship of trust with you, so please do not hesitate to share your comments with us and to contact the educator who has accompanied your child throughout the day, their referring educator, the institution's management or the General Administration, as required.

## APPENDIX

### LIST OF CHILDCARE FACILITIES AND ADMINISTRATIVE CONTACTS OF THE BABILOU GROUP

#### **KidsCare Villars-sur-Glâne**

Rue du Centre 4-6-8  
1752 Villars-sur-Glâne (Fribourg)

#### **KidsCare Rolle**

Route de l'Hôpital 3 & 7  
1180 Rolle (Vaud)

#### **KidsCare Morges**

Avenue de la Gottaz 34  
1110 Morges (Vaud)

#### **KidsCare Mont-sur-Lausanne**

Rue du Champ du Bois 13  
1052 Mont-sur-Lausanne (Vaud)

#### **KidsCare Bulle**

Chemin de Champ Francey 4  
1630 Bulle (Fribourg)

#### **KidsCare Mies**

Route de Suisse 7D  
1295 Mies (Vaud)

#### **Administration Contacts**

Ch. Du Glapin 4, 1162 St-Prex  
Finance : [facturation@kidscare.ch](mailto:facturation@kidscare.ch)  
Family Services : [inscription@kidscare.ch](mailto:inscription@kidscare.ch)

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#### **Garde & Ris**

Route du Simplon 1  
1094 Paudex

#### **Administration Contacts**

Rte du Simplon 1, 1094 Paudex  
Finance : [comptabilite@garderis.ch](mailto:comptabilite@garderis.ch)  
Family Services : [direction@garderis.ch](mailto:direction@garderis.ch)

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#### **Children's World Baden-Dättwil**

Täferenstrasse 16a  
5405 Baden

#### **Children's World Cham**

Lorzenparkstrasse 2-4  
6330 Cham

#### **Children's World Zug**

Gubelstrasse 26  
6300 Zug

#### **Children's World Ennetbaden Kindergarten**

Badstrasse 2  
5408 Ennetbaden

#### **Administration Contacts**

Children's World, Gubelstrasse 26, 6300 Zug  
Finance : [finance@childrensworld.ch](mailto:finance@childrensworld.ch)  
Family Services : [sabrina.schmied@childrensworld.ch](mailto:sabrina.schmied@childrensworld.ch) & [childcarecenter@childrensworld.ch](mailto:childcarecenter@childrensworld.ch)