

School Rules

(from 1st September 2018)

1 Fundamental Provisions

- 1.1 By signing the Registration Card (hereinafter the “**Card**”), a legal representative / legal guardian of the child (hereinafter the “**Applicant**”) confirmed correctness of the data and familiarization with these School Rules and therethrough a contractual relation has been established (Act no. 89/2012, New Civil Code).
- 1.2 The place of performance shall mean: Maxíkova Language Preschool (hereinafter the “**Establishment / Preschool**”).
- 1.3 If the child takes part in the Operator’s event outside the Establishment, the venue of such an event shall be also considered the Operator’s place of performance.

2 Preschool (Operator)

- 2.1 The Operator undertakes to provide: (i) pre-school education and language training, (ii) didactic and pedagogical care, (iii) baby-sitting and (iv) safety and protection of the children’s health.
- 2.2 The Operator is obliged to provide professional/qualified staff, as well as to ensure a continuous operation of the Preschool even at the time when its staff gets ill. The education can be temporarily secured by external staff (e.g. from another establishment, etc.).
- 2.3 The Preschool will be open every workday except for Xmas holidays, i.e. from 21.12.2018 till 2.1.2019 inclusive. The exception is represented by the days specified in the Preschool Plan.
- 2.4 The School Year means: 1.9.2018 – 31.8.2019 (12 months) (hereinafter the “**School Year**”).
- 2.5 The entitled person in terms of collecting the child from the Preschool, giving information about the child, as well as any contact with the Applicant’s child shall be only the Applicant himself/herself and a person unmistakably authorized by the Applicant for this action.
- 2.6 The Operator is not responsible for things brought in the Preschool beyond the bounds of law.
- 2.7 During the School Year, the Operator is entitled to announce up to 5 days off. The announcement shall take place at least 5 workdays in advance. No compensation available.

3 Parent (Applicant)

- 3.1 The Applicant shall communicate all facts known to him/her about the child’s state of health.
- 3.2 The Applicant undertakes to give his/her child a spare clothing, especially:
 - (a) sweatsuit trousers, t-shirt, pyjamas, underwear, socks, slippers with good soles and arch supports, toothbrush and cup, rubber boots, plastic raincoat, bottle;
 - (b) *in winter*: gloves, scarf, knitted cap, snowsuit, warm jacket, sweatshirt, tights and long-sleeved T-shirt and
 - (c) *in summer*: peaked cap, kerchief and sunglasses.

The Applicant also undertakes to keep replacing the above-mentioned things with clean ones automatically and according to the child’s needs (season of the year, trips, etc.).

- 3.3** The Applicant undertakes to bring the child to the Preschool only when the child is healthy. If obvious signs of cold / illness show during the attendance, the Applicant shall be contacted by the Operator with a request to pick up the Applicant's child from the Preschool immediately.

The Operator is entitled to ask the Applicant to prove the child's state of health by Certificate on Clean Bill of the Child's health issued by the child's physician.

- 3.4** The Applicant confirms that the child has undergone a compulsory vaccination as provided by Act no. 258/2000 on public health protection. A certificate / individual vaccination plan of the child's physician shall be provided at the day of the child's joining the Preschool.

- 3.5** It is possible to notify of a change in the attendance schedule at least 1 complete calendar month in advance, however, always by the 25th day; (e.g. for November by the 25th September), via e-mail to office@maxikovaskolka.cz .

4 Price

- 4.1** The price¹ for the Preschool program selected by the Applicant (hereinafter the "Fee") shall be stated in the Card.

- 4.2** The days of attendance need to be specified in the Card. The attendance 1x / week is not allowed.

- 4.3** If the child uses the Preschool's services beyond the agreed schedule, the Applicant shall be charged CZK 100 per each commenced 30 minutes (i.e. attendance before 8 a.m. or after 1 p.m. / 3.30 p.m. / 5.30 p.m.). When the child is entering the Preschool premises, his or her arrival will be logged. When the child is leaving the Preschool premises, his or her departure will be logged.

- 4.4** The Fee level is guaranteed for the whole School Year. A change in the Fee level shall be communicated to the Applicant at least 30 days before the start of a new School Year.

- 4.5** The services provided can vary in the course of the time, depending on the season of the year or age structure of the children (e.g. alternation of summer and winter activities, etc.).

5 Terms of Payment

- 5.1** The Applicant is obliged to pay the Fee by the 20th day of the month preceding the month to which the Fee relates (hereinafter the "Period of Time") (i.e. for October by the 20th September). The payment duty is met in time if the Fee in the full amount (i.e. incl. potential "overtime", surcharges, etc.) is credited to the Operator's account on the due date at the latest, regardless the day is a workday or a weekend or a public holiday.

- 5.2** If the Fee is not paid even on the last day of the calendar month in which the Fee should have been paid (i.e. for example, for October by 30 September), the Operator is entitled in such a case to terminate / discontinue the child's attendance of the Preschool with immediate effect and at the same time the Deposit (see art. 6) shall be forfeited for the benefit of the Operator as a contractual fine.

6 Reservation Deposit

- 6.1** A reservation deposit (hereinafter the "Deposit") of CZK 10,000 is due on the day of the child's joining the Preschool or if the child joins the Preschool later, by 10 days after the Card issue. The

¹ 20% extra (children under 2 years of age) and 10% extra (children under 3 years of age) shall be charged for the last time in the month when the child reaches 2 or 3 years of age respectively.

Deposit shall be settled by 10 days from the termination of the contractual relation or after the bank details are confirmed, as the case may be.

- 6.2** The Operator shall refund 100% of the Deposit to the Applicant if at least 10 workdays before the agreed day of the child's joining of the Preschool the Applicant informs the Operator in writing that he/she is not interested in the Preschool's services. Failing that, the Deposit shall be forfeited to the Operator.

7 Absence (Compensation)²

- 7.1 Financial compensation** shall be provided:

7.1.1 In case of absence of 14 or more calendar days at the level of 25% of the monthly Fee.

7.1.2 In case of absence of 30 and more calendar days at the level of 50% of the monthly Fee.

The requirements for receiving the financial compensation:

- (a) Hospitalization, medical / spa treatment, illness of the child (art. 7.1.1).
- (b) The absence reported into the MaxInfo system (by 6 p.m. previous day).
- (c) Timely payment of the Fee for the Period of Time to which the compensation pertains.
- (d) Delivering a medical report from the child treating physician (on the day of the first attendance; scanned to: office@maxikovaskolka.cz).

Note:

- (a) The discount is provided for the next settlement (by means of a credit in MaxInfo).
- (b) Xmas holidays (21.12.2018 till 2.1.2019) are not included in the period of time.
- (c) The unutilized discount ceases to exist with the termination of the contractual relation or after 12 months.
- (d) The compensation as per Art. 7.1.2 shall be provided during the School Year only once.

- 7.2 Continuation Fee:** In case of a long-term and planned absence, the Fee shall not be charged to the Applicant if such absence exceeds one complete calendar month and is notified at least two complete calendar months in advance, however, always by the 25th day, to office@maxikovaskolka.cz . (e.g. by 25 April 2019 it is necessary to notify a discontinued attendance for 1 July – 31 July 2019). The Continuation Fee amounts to CZK 5,000 per calendar month. The Continuation Fee is offered only once in a School Year and only for July or August.

8 Contractual Relation

- 8.1** The contractual relation is concluded for an indefinite period of time and can be terminated by a written termination notice with a 2-month notice period. The notice period starts running on the first day of the month following the month in which the termination notice is delivered to the other contracting party (delivery address: Maxíkova školka, P.O.Box 74, 111 21, Praha 1).
- 8.2** The contractual relation can be also terminated by a one-off, immediate termination by the Operator on the grounds of a serious obstacle on the part of the Applicant: e.g. incorrect information given about the child's state of health, the child having a cold sent regularly to the

² Art. 7 of the SR is not applicable to the period of time from the day of the termination notice and to special offers of MaxPirate and MaxSummer.

group of other children, repeated inappropriate behavior on the part of the parent or failure to pay the Fee.

9 Other Provisions

- 9.1 The Applicant agrees that the Operator can process, in compliance with the provisions of Act no. 101/2000, protected personal data of the Applicant and his/her child. The Applicant also agrees that photographs can be taken and audio-visual recording made in common areas of the Preschool, during activities, trips, etc. and their subsequent posting on the Operator's websites or use for the Operator's marketing purposes.
- 9.2 The Operator reserves the right to change the School Rules during the School Year.

10 Note / Explanation / Addition

- 10.1 **MaxInfo** = An electronic attendance, compensation and invoicing system of the Preschool for which every client will receive login data after filling in the Card. MaxInfo provides all the relevant information about the child, contract, School Rules, price list, absence list, payments, invoices, persons authorized to pick up the child, variable symbol, account number, etc.
- 10.2 **MaxInfo termination notice:** Copy the variable symbol in MaxInfo, click on your name in the right upper corner, enter the termination date of the contractual relation (no earlier than on the last day of the next complete calendar month), enter the variable symbol, confirm by OK. A confirmation e-mail will be received. Note: "*My internet connection did not work or Your system does not work, etc.*" = these will not be taken into consideration.
- 10.3 "Termination notices" (often backdated) found in the box in the locker room, with the cleaning lady or other personnel will not be taken into account. The same applies to the statement: "But I have told you about it ...".
- 10.4 A contract for a definite period of time can be concluded upon the client's express request.
- 10.5 **Compulsory vaccination:** 1. Hexavalent vaccine (diphtheria, tetanus, pertussis, polio, hepatitis B and diseases caused by the B-type bacteria *Haemophilus influenzae*), 2. Vaccination protecting against measles, rubella and mumps.
- 10.6 Compensation of **one day for another day** is not available.
- 10.7 **The child's state of health:** A child having chickenpox should not go to a pre-school after two days. The same applies to a child taking antibiotics (or ATB drops). Not talking about a child having a temperature of more than 38 degrees. Please respect our decision on admitting the child in our care. If you insist on admission of obviously unhealthy / incompletely cured child, you put your child in risk of substantial health complications, but also in risk of immediate termination of attendance!
- 10.8 **In the Preschool we do not administer medicaments.** The exception is, for example, a boric acid solution or antihistamines. Children with a cough syrup, antibiotic ointment or drops should not be present in the Preschool!