

General Terms and Conditions

Stand: 01.06.2018

A. GENERAL PROVISIONS

§ 1

General

- (1) The EuroKids gGmbH („EuroKids“) is a charitable limited liability company of the Parents Association of the European School Frankfurt am Main („Parents Association“) which provides following services for its members and their children:
 - Childminding
 - Holiday Camps
 - Bus Transport to and from the European School Frankfurt Am Main
 - Extra Curricular Activities
- (2) The majority of these services are performed by service providers which have been chosen and appointed by EuroKids.
- (3) These services can be used by members of the Parents Association for pupils of the Pre-Primary, Primary and Secondary of the European School Frankfurt am Main in accordance with these general terms and conditions.
- (4) The general terms and conditions of paragraph A. apply to all provided services, in so far as there is nothing to the contrary listed in in the special terms and conditions for the individual services listed in paragraphs B. to E.

§ 2

Registration, Contract Formation and Contract Duration

- (1) The registration for individual services takes place via the EuroKids website (www.eurokids.gmbh) or the website of the service provider.
- (2) The legal guardians are responsible for providing complete and accurate information in their registration. The legal guardians are obligated to immediately report any changes, especially with regards to the custody and health status of the child.
- (3) A contract with EuroKids for individual services is only finalized when EuroKids or the service provider confirms the contract formation to the legal guardians via email.
- (4) Contracts for individual services are valid until the end of the schoolyear, with the exception of Holiday Camps, and prolong themselves for a further school year unless they are cancelled within the time frame stipulated in § 4.

§ 3

Payment Terms

- (1) The fees for services will be charged from the bank account that the legal guardians provided on the basis of the previously granted SEPA withdrawal.

- (2) The fees for the services are also to be paid for sick days and absent days (if these are on a short-term basis).

§ 4 Cancellation

- (1) Contracts for individual services can be cancelled by each party up to a week before the last school day of the school trimester
- (2) Each party can cancel the contractual relationship without notice for an important reason. For EuroKids an important reason can may consist of the following:
 - a. When the legal guardians do not fulfill their payment obligations despite warning,
 - b. In case of other significant offences by the legal guardians against the contract,
 - c. When the child's behavior endangers their own safety or the safety of others.
 - d. When the child displays long-term unacceptable and disruptive behavior, which compromises childminding in such a way that a well-organized and reasonable childminding is no longer possible, or
 - e. In the event of a change of the legal foundation or other circumstances, which make the provision of services impossible for EuroKids.
- (3) All types of cancellations must take place either online, in written form or via email.

§ 5 Health of the Child

- (1) For the protection of the other children, children can only receive the services of EuroKids and Childminding if they are free of contagious diseases. In case a sickness is contracted which is mandatory to be reported according to the "Infektionsschutzgesetz (IfSG)", EuroKids and Childminding/the service provider are to be informed immediately. Additionally, a certificate of health must be provided by a doctor after the child has recovered from the sickness.
- (2) Allergies, nutritional intolerances and chronic illnesses of the child must be communicated in writing ahead of time and immediately communicated in writing in the event of subsequent occurrence.
- (3) As required, children will receive plasters and sunscreen. Children will generally not receive medication. If a tick is discovered on a child it will be removed, if possible.

§ 6 Declarations between EuroKids and Legal Guardians

- (1) Communications from EuroKids to legal guardians will be sent to the contact details provided in the registration.

- (2) The registering legal guardians authorise each other with the acceptance of all declarations/communications from EuroKids.
- (3) The contact details of EuroKids for communications with the legal guardians are as follows:

EuroKids gGmbH
Praunheimer Weg 107
60439 Frankfurt am Main
069-95117484
office@eurokids.gmbh

§ 7 Miscellaneous

- (1) The contracts and general terms and conditions are subject to German law.
- (2) The German versions of all contracts and the general terms and conditions are legally binding.
- (3) Should any clause be wholly or partially incorrect, invalid or unenforceable, the validity and enforceability of all other clauses remains untouched. The invalid or unenforceable clauses are to be considered as replaced by the valid and enforceable clauses, which come the closest to resembling the invalid or unenforceable clauses in meaning and purpose. The same applies to the filling of potential gaps in this contract.
- (4) While participating in EuroKids services, the registered child is insured via EuroKids' Group accident insurance. The Group accident insurance covers only disability, death and subsidies for hospital stays. The costs for medical treatment are to be paid by the legal guardians or their health insurance. The legal guardians are responsible for their child's liability insurance, which EuroKids recommends for each child.
- (5) Occasionally EuroKids events and excursions take place outside the premises and this can include the use of public transportation. The legal guardians declare themselves in agreement that their child can participate in such events and excursions. If the legal guardians are not in agreement with this, they must communicate this during the registration process either in writing or via E-Mail.
- (6) EuroKids and Childminding do not take any responsibility for items which the children bring with them except in cases of willful or grossly negligent behavior by employees.

B. CHILDMINDING

§ 8 Object

- (1) The Childminding services are organized and offered by EuroKids in cooperation with a service provider

Global Education GmbH, Mainzer Landstraße 46, 60325 Frankfurt am Main,

as afternoon childminding for students for reception, primary and secondary school children of the European School in Frankfurt am Main.



- (2) The Childminding is carried out by employees and specialist pedagogical professionals of the Global Education GmbH (the „Childminders“).
- (3) Childminding takes place in the classrooms of the Modular Building (Praunheimer Weg 126, 60439 Frankfurt am Main) and in the EuroKids buildings (Praunheimer Weg 107, 60439 Frankfurt am Main, across from the European School Frankfurt am Main). Should it become necessary for reasons of business and to the extent that it is reasonable for the children and the legal guardians, Childminding can also take place in another suitable location.
- (4) The children of the Pre-Primary and Primary grades P1-P3 are collected from school and escorted to the Childminding areas by the Childminders. Children from grade P4 and above go independently from the school premises of the European School Frankfurt am Main to the Childminding areas.
- (5) The Childminding services include homework assistance, all materials that are necessary for the pedagogical tasks and possibly an afternoon snack.

§ 9

Registration

- (1) In addition to the provisions of § 2, the following provisions shall apply to registration for the "Childminding" childcare service.
- (2) After their registration by email, the legal guardians will receive an automatically generated registration confirmation with an overview of the information given in the registration from Global Education GmbH.

§ 10

Childminding Times

- (1) Childminding takes place during the school days of the European School Frankfurt am Main as follows:
 - Monday to Friday starting from the end of school until 18:15
- (2) During the registration process, the legal guardians can choose between Childminding services
 - until 16:30 or
 - until 18:15.
- (3) In agreement with Childminding, the childminding time can be extended for the short-term or expanded for other days, contingent on available Childminding capacity. The legal guardians must inform Childminding ahead of time in writing or via email of the requested day and time. After confirmation from Childminding in writing or via email the booking of the short-term extra childminding is binding.
- (4) On public holidays, school-free days and during the school holidays no regular Childminding takes place. Legal guardians will be informed ahead of time regarding additional childminding offers on days in which the European School Frankfurt am Main closes earlier (e.g. the first school day or Pedagogical Days). Legal guardians then have the option to come to an agreement with Global Education GmbH for booking a full day

of Childminding for these special days. The legal guardians must inform EuroKids ahead of time in writing or via email of the requested day.

- (5) Should a registered child for whatever reason be unable to attend Childminding is to be informed as soon as possible (at least 3 hours before childminding is set to begin). Contact data and contact persons are available on the EuroKids website.

§ 11

Supervisory Duty, Leaving the Premises, Participation in Events Outside of the Premises

- (1) Childminding bears the supervisory duty for the child during the childminding time. The supervisory duty begins for children of the Pre-Primary and Primary P1 to P3 with the collection of the children from the school by the employees of Childminding and for the children from Primary P4 with the child's arrival in the Childminding location. The supervisory duty ends as soon as the child is picked up by a legal guardian or someone who is authorized to pick up the child or when the child leaves the premises independently with written permission of their legal guardian.
- (2) Children are only allowed to leave the Childminding premises under supervision or with a person who authorized to collect them. Children are allowed to leave the Childminding premises independently, if they have written permission from a legal guardian.

§ 12

Pickup of the Children

- (1) The legal guardians must indicate in the registration form which people are allowed to pick up the child. The legal guardians are asked to introduce these people at the beginning of the trimester to the Childminders. People other than the legal guardian and those who have been named and authorized to collect the child are only allowed to collect the child after prior written communication by the legal guardians. Should there be changes regarding the people authorized to collect the child, the legal guardians are obligated to immediately inform Childminding.
- (2) The legal guardians and people authorized to pick up the child are obligated to personally sign out the child at the reception area and to identify themselves with a valid photo ID upon request.
- (3) If a child is collected late, the fees enumerated in § 13 will be charged.

§ 13

Costs

- (1) The school year (10 months) is divided into three trimesters (September-December, January-Easter, Easter-July). The exact dates of the trimesters are listed on the website of the European School Frankfurt am Main.
- (2) The costs for Childminding that the legal guardians must pay are calculated per day per trimester and each trimester are charged in advance by EuroKids. The prices listed on the EuroKids website (www.eurokids.gmbh) are binding. EuroKids reserves the right to alter prices in the event that the cost of providing the offered services significantly changes for EuroKids. EuroKids will inform the legal guardians ahead of time about each

change. In the event of a price change the legal guardians have extraordinary cancellation rights.

- (3) Contracts for childminding services can be cancelled during the first 3 weeks of a school year from both parties. An administration fee of 30Eur would apply in these cases. Changes to the contract during the school year also incur a 30Eur administration fee.
- (4) If a child is picked up late from Childminding, EuroKids will charge 10,- EUR. If the child is picked up after 18:15, 30,- EUR will be charged. If additional costs are incurred for EuroKids by the late collection, these are also to be refunded by the legal guardians in addition to the previously listed amounts.

§ 14 Miscellaneous

- (1) The pedagogical lessons, education and Childminding of the children will take place on the basis of the valid legal regulations for child day-care centres.
- (2) The legal guardians are aware and approve of the pedagogical concept.
- (3) The use of private electronic media and/or devices is only allowed for children from P4 to S2 in conjunction with permission from the Childminders.
- (4) It is important for the children that legal guardians and the pedagogical professionals in Childminding work together on a foundation of trust and communication. It is requested that the legal guardians take part in the offered cooperation opportunities, e.g. parent meetings.

C. HOLIDAY CAMPS

§ 15 Object

- (1) The Holiday Camps service is offered by EuroKids in cooperation with various service providers. In addition to Global Education GmbH, Mainzer Landstraße 46, 60325 Frankfurt am Main EuroKids also commissions other service providers for individual offers in the Holiday Camp program.
- (2) The Holiday Camps take place during the school holidays of the European School Frankfurt am Main and are primarily for Pre-Primary and Primary and Secondary students of the European School Frankfurt am Main. For more specific information, please see the Holiday Camps registration.
- (3) The supervisory times during the holidays are usually from Monday to Friday from 8:00 to 18:15. On public holidays there is no Holiday Camp. The supervision of the holiday care begins with the arrival at the reception and ends with the collection of the child by an authorized person.
- (4) The current program for the Holiday Camps and the registration form are located on the EuroKids website. Registrations are only bookable per week and take place via the EuroKids website (www.eurokids.gmbh).

- (5) For the collection of the children the terms and conditions of Childminding (§ 12) apply.
- (6) For Holiday Camps organized by Global Education GmbH, §8 paragraphs 1/2 /3 and 5, §10 paragraph 5 and §14 also apply.

§ 16
Costs

- (5) The prices listed on the EuroKids website (www.eurokids.gmbh) are binding. EuroKids reserves the right to alter the prices in the event that the price of providing the offered services significantly change. EuroKids will inform the legal guardians ahead of time about each change. In the event of a price change the legal guardians have extraordinary cancellation rights.
- (1) Cancellations which take place up to two weeks before the beginning of Holiday will be charged 50 percent of the Camp price. Cancellations that occur any later will be charged the full amount.

**D. BUS TRANSPORT TO AND FROM THE EUROPEAN SCHOOL FRANKFURT
AM MAIN / SCHOOL BUS**

§ 17
Object

- (1) The Bus Transport service to and from the European School Frankfurt am Main / School Bus is offered by EuroKids in cooperation with

Urberacher Omnibusbetrieb Emil-H. Lang GmbH
Konrad-Adenauer-Str. 83
63322 Rödermark / Urberach

for Pre-Primary and all school children of the European School in Frankfurt am Main and is available on all school days of the European School in Frankfurt am Main.

- (2) EuroKids gGmbH reserves the right to discontinue the school bus or specific bus lines, should the number of participants decrease so strongly that the offer is no longer feasible. In this event, the legal guardians concerned would be contacted at least a month in advance. Should the school bus service have to be terminated the costs for the cancelled services would be refunded.
- (3) The bus routes, the bus stops, the bus size and the departure times can change within the course of the year. Up-to-date information is always available on the EuroKids website (www.eurokids.gmbh). Changes to the retrieval times will be announced and communicated to the legal guardians at least a week in advance, if possible. All other information is to be found on the EuroKids website.

§ 18
Registration and Place Allocation

- (1) The registration for the bus transport to the European School Frankfurt am Main takes place via the EuroKids website (www.eurokids.gmbh).

- (2) The legal guardians can choose between several bus routes and bus stops during the registration process, all of which are listed on the EuroKids website (www.eurokids.gmbh).
- (3) New registrations for the school bus that arrive before the 1. July are considered.
- (4) Should there be registrations after the registration deadline or during the course of the school year and there are still free spaces available, these will be given on a first-come, first-served basis.
- (5) If there is enough capacity, it is possible to switch to another bus route or make other changes during a school year, after communicating with EuroKids. This can lead to additional costs and there will be no refund for any change to a cheaper bus route.

§ 19

Implementation of the Bus Transport, Supervision

- (1) In the morning the school bus drives to the stated bus stops and brings the children to the European School, Frankfurt am Main. The departure times and bus stops are listed on the EuroKids website (www.eurokids.gmbh). The departure times are designed so that the school bus arrives punctually at 08.15am at the European School, Frankfurt am Main.
- (2) In the afternoon the children will be picked up at the European School Frankfurt am Main at the listed time and brought to the bus stop which was chosen during the registration process.
- (3) In the morning the bus driver will let the children out at the school gate of the European School Frankfurt am Main and in the afternoon the bus driver will let them out at the bus stop which was chosen during the registration process. In the morning children in Pre-Primary, P1 and P2 will be picked up by employees of the European School Frankfurt am Main and brought to their classrooms. In the afternoon the children in Pre-Primary, P1 and P2 will be brought to the bus by employees of the European School Frankfurt am Main, if the bus leaves directly after the end of school. Children who take the buses which leave later will be escorted to the Bus by the employees of EuroKids and Childminding. Children in P3 and above go independently from the bus to the classroom and vice versa.
- (4) By registering, the legal guardians agree that the bus driver provided by the bus company has the supervisory duty during the bus ride up until the transfer of the child at the school or bus stop.
- (5) EuroKids is the contact person for the legal guardians for all problems which occur at short notice (e.g. if a child is unable to come on short notice, if the arrival of a child is delayed by bad weather or traffic).
- (6) If children cannot go on the bus journeys they have been booked for, the legal guardians must inform EuroKids in a timely manner per E-Mail. The same applies for other changes. For changes of the afternoon bus journey the legal guardians must inform EuroKids before 11:00 on the same day. A change to another school bus route is only possible if there is enough capacity.

§ 20 **Special duties of the legal guardians**

- (1) Legal guardians must ensure that their children are at the proper bus stop on time. To provide a smooth procedure, it is requested that the children arrive at the bus stop five minutes before the departure time. To avoid delays, legal guardians are not allowed to board the school bus.
- (2) The legal guardians are obligated to pick up their child in the afternoon at the stated time at the bus stop or to have them picked up, if the child has not been provided with the written permission of the legal guardians to leave the bus alone. The legal guardians must write in their registration which people are allowed to pick up the child from the school bus or whether the child may leave the school bus by themselves.
- (3) If a child is not picked up from the bus stop, the bus driver and/or EuroKids will contact the legal guardian. If nobody can be reached the bus driver will bring the child back to the European School, Frankfurt AM Main. However, if the bus is not scheduled to return to the school, the child will be brought to the bus' final destination. Otherwise, the legal guardians must communicate how the child can be transferred and are liable for the payment of any resulting costs.
- (4) The legal guardians are obligated to read the school bus rules on the EuroKids website (www.eurokids.gmbh) and to explain them to their child. The following behavioral rules are to be observed in the school bus:
 - a. Children must remain seated and wear their seat belts until the school bus has stopped at its destination.
 - b. All instructions given by the bus driver or the bus attendant must be followed.
 - c. The use of mobile phones or electronic devices is forbidden.
 - d. It is forbidden to take photos or videos of other students, even with their consent.
 - e. It is not allowed to eat or drink in the school bus without the bus driver's permission.
 - f. Sharp objects are not allowed in the bus.

§ 21 **Costs**

- (1) The school year (10 months) is divided into three trimesters (September-December, January-Easter, Easter-July). The exact dates of the trimesters are listed on the website of the European School Frankfurt am Main.
- (2) The amounts to be paid by the parent or guardian for the bus transport are calculated per trimester on a daily basis and deducted in advance for each trimester.
- (3) The charges for the bus transport to the European School Frankfurt am Main to be paid by the legal guardians are listed on EuroKids website (www.eurokids.gmbh). EuroKids reserves the right to alter prices in the event that the costs for EuroKids to provide the services significantly change. EuroKids will inform the legal guardians about each price

change ahead of time. In the event of a price change the legal guardians have extraordinary cancellation rights.

- (4) The legal guardians can claim the following reductions:
 - a. for families with three or more children that take the school bus: 10 % reduction for all children, if they book the school bus five days per week for the trip to and/or from the school
 - b. for a full booking (5 days a week for the trip to and from the school): a reduction of 100 Euro for the annual price.
- (5) In order to claim the previously listed reductions, the relevant information must be listed in the registration. Both reductions can be used.
- (6) Single trips can be booked, if there is enough capacity. These single trips must be requested at least a week in advance to EuroKids in writing or via E-Mail. The single trip is booked as soon as it is confirmed by EuroKids. For single trips the prices listed on the EuroKids website (www.eurokids.gmbh) apply.

E. AFTERNOON ACTIVITIES

§ 22 Object

- (1) The Extra Curricular Activities offer a wide variety of courses, e.g. in the areas Music, Dance, Art, Sport and Languages, which are provided by EuroKids throughout the schoolyear in cooperation with different service providers and organisations.
- (2) A description of the offered activities can be found on the EuroKids website (www.eurokids.gmbh)
- (3) Children that are registered in Childminding will be made aware of the commencement of the activity by the Childminders.
- (4) The start date of the activities, after the summer holidays, will be included in the registration confirmation. All activities begin in the second school week after the summer holidays, if there is no information to the contrary.
- (5) During the holidays of the European School Frankfurt am Main, on public holidays, and school-free days there are no Extra Curricular Activities taking place. On the last school day before the winter and summer holidays there are no activities taking place. After all holidays, excluding the summer holidays, the activities continue directly in the first school week.

§ 23 Registration and Place Allocation

- (1) The registration for Extra Curricular Activities takes place via the EuroKids (www.eurokids.gmbh) website.
- (2) The activity places are assigned according to a first-come, first-served basis.

- (3) If there are more registrations than places, the children who did not receive places will be put on a waiting list. If a course place becomes available and there is more than one child on the waiting list, a lottery will decide over who receives the free place.
- (4) If registrations arrive after the deadline and there are still free places available, these places will be assigned on a first-come, first-served basis.

§ 24

Cancellation of Extra Curricular Activities

- (1) The legal guardians are in agreement that their child is supervised by Childminding during the time in which the course would have taken place, in the event of an activity cancellation. In this situation, the terms and conditions for Childminding (see B.) apply. There are no additional costs incurred for the Childminding.
- (2) EuroKids reserves the right to cancel individual activities, if for example a teacher is not available and EuroKids is unable to find a substitute teacher or if the number of participants in a course is insufficient.

§ 25

Child Absences and Leaving the Premises

- (1) If a child is unable to visit an activity, EuroKids should be informed at least three hours before, via E-Mail.

§ 26

Costs

- (1) The school year (10 months) is divided into three trimesters (September-December, January-Easter, Easter-July). The exact dates of the trimesters are listed on the website of the European School Frankfurt am Main.
- (2) The amounts to be paid by the parent or guardian for the Extra Curricular services are calculated per trimester on a daily basis and deducted in advance for each trimester.
- (3) Contracts for Extra Curricular services can be cancelled during the first 3 weeks of a school year from both parties. An administration fee of 30Eur would apply in these cases. Changes to the contract during the school year also incur a 30Eur administration fee.
- (4) For the costs to be paid by the legal guardians for the Afternoon Activities, the amounts listed on the EuroKids website (www.eurokids.gmbh) are binding. EuroKids reserves the right to alter the prices in the event that the costs for the provided services significantly change for EuroKids. EuroKids will inform the legal guardians about each price change ahead of time. In the event of a price change, the legal guardians have extraordinary cancellation rights.