

Service Contract No. MZZ.ŻŁ_.4010.__.__

Concluded on by and between:

the Municipal Crèche Organisation in Łódź, Crèche No.

address: tel. no.

represented by:, Crèche Manager

acting on behalf of:

the City of Łódź, ul. Piotrkowska 104, 90-926 Łódź, NIP: 7250028902,

and

Mr/ Ms

.....
Full name of Mother/ Guardian

.....
Mother's/ Guardian's PESEL No.

.....
Mother's/ Guardian's address of residence

.....
Mother's/ Guardian's phone number

.....
Full name of Father/ Guardian

.....
Father's/ Guardian's PESEL No.

.....
Father's/ Guardian's address of residence

.....
Father's/ Guardian's phone number

Parents/ Guardians of the child:

.....
Full name of the child

.....
Date of birth

.....
No. of Birth Certificate of the child/ or name of another document confirming the right to the child

reading as follows:

§1

The subject of the Contract is providing care to the child under the age of three, including care and educational functions.

§2

The Crèche undertakes to do the following:

1. take care of the child's health, safety, good physical and mental state, and development of the child,
2. feed the child within the scope agreed with the Parent/ Guardian, in accordance with binding nutrition standards and medical recommendations, if any diet is necessary.
3. cooperate with the Parent/ Guardian as regards matters concerning the child.

§3

The Crèche shall offer to the child's Parent/ Guardian the following:

1. active participation in Crèche's everyday life,
2. mutual exchange of information about the child, vital for his/ her physical and mental state and development,
3. participation of the child in additional paid activities run on the Crèche premises.

§4

The Parent/ Guardian undertakes to do the following:

1. get acquainted with the Crèche Rules and observe them,
2. make the following monthly payments for the stay of the child at the Crèche to the Crèche's bank account
by the dates specified by the Crèche Manager:

- 1) a fixed fee, specified in §11 of the Crèche Rules, unrelated to the actual attendance of the child at the Crèche. The fixed (basic) fee totals 12% of the minimum remuneration for work binding in a given calendar year. If two or more children in a family attend the Crèche at the same time, the payment for the second and subsequent child(ren) totals 50% of the fixed (basic) fee.

As of the date of the conclusion of the Contract the fixed (basic) fee totals

The fixed fee is not subject to any deductions. The change of the fixed fee does not cause the change the Contract.

Parents/ Guardians of children from multiple pregnancy, starting from triplets, are exempt from the fixed (basic) fee for the stay of their children at the Crèche.

- 2) payment for meals covering the costs of foodstuffs, specified in §11 of the Crèche Rules. The amount of the daily rate depends on the number of meals.

As of the date of the conclusion of the Contract the daily rate for all the meals available, i.e., breakfast, brunch, dinner, afternoon snack, totals

The payment for meals is subject to deductions, if the unbroken absence of the child from the Crèche takes four or more days in a calendar month.

The change of the payment for meals does not cause the change the Contract.

3. make payments for each started hour above 10 hours of stay of each child at the Crèche, specified in §11 of the Crèche Rules and totalling 10% of the fixed (basic) monthly payment.

As of the day of the conclusion of the Contract the pay totals
for each child.

The change of the payment does not cause the change the Contract.

§5

The Parent/ Guardian also undertakes to do the following:

1. make monthly payments for the Parents' Board (according to their declaration) to a submitted bank account.

§6

1. The Parent/ Guardian gives his/ her consent to the Crèche staff to offer assistance to the child, if it is indispensable due to the child's state of health. The consent refers also to the transport to hospital by an ambulance.
2. The Crèche Manager undertakes to inform the Parent/ Guardian about sudden events or risks requiring immediate assistance without delay.

§7

The Parent/ Guardian undertakes to do the following:

1. bring the child in good health, without any symptoms of illness,
2. update his/ her private and business phone numbers, so that the Parent/ Guardian may be contacted in matters concerning the child without delay.

§8

1. The Parent/ Guardian authorises persons specified in the Child Information Card to collect the child from the Crèche. The persons should be above 18, and be ready to prove their identity, if asked to do so, when they come to collect the child. The Parent/ Guardian undertakes to update their personal data.
2. The Parent/ Guardian undertakes to inform the Crèche Manager about the change of the hours of the child's stay at the Crèche in writing, by the last day of the month at the very latest. The changes shall come in force in the next calendar month.
3. If the child is not collected from the Crèche, provisions of §17 of the Crèche Rules shall apply.

§9

1. The Contract shall be in force from till
2. If the child does not come to the Crèche within 3 days from the fixed date and no explanation is offered by the Parent/ Guardian, the Contract becomes null and void.
3. The Crèche Manager may cancel the Contract in the following cases:
 - a) if the child needs permanent individual care;
 - b) if the child's behaviour poses a threat to his/her own or other children's safety and the Parents/ Guardians do not cooperate as regards specialist consultations or a potential therapy;
 - c) if, despite warnings, the Parent's/ Guardian's behaviour disturbs the work of the Crèche or the sense of security of children or the Crèche staff;
 - d) if the child requires specialist individual diet that cannot be offered at the Crèche;

- e) if the Parent/ Guardian does not make the payments for the child's stay at the Crèche by the date fixed for the second time. If the payment for the child's stay at the Crèche is in arrears for one month, the Crèche Manager shall dissolve the Contract. The dissolution of the Contract shall result in the deletion of the child from the Crèche;
 - f) if the child turns three years old, and the Parent/ Guardian does not submit a declaration presenting obstacles that prevent the child from attending the kindergarten.
4. The Parent/ Guardian may dissolve the Contract at any moment informing the Crèche Manager orally or in writing in advance or with immediate effect. If the Contract is dissolved in the month in which the child has not attended the Crèche at all, no fixed fee is collected.

§10

- 1. The rules of the organisation of the Crèche are provided for in the Crèche Rules available at the Crèche Manager's Office.
- 2. The detailed organisation and the order of services rendered at the Crèche, as well as rights and duties of the parties to the Contract, are specified in the Crèche Rules available at the Crèche Manager's Office and placed on the information board at the Crèche.
- 3. Crèche Application Form, Child Information Card, Information Clause and Consent Clause are an integral part of the Contract.

§11

To all matters not regulated by this Contract provisions of the Crèche Rules, the Act on the care of children under the age of 3, and the Civil Code shall apply.

§12

The Contract has been made in two identical originals, one for each Party.

I/we have got acquainted with the Crèche Rules.

.....
Readable signature of
Mother/ Guardian

.....
Readable signature of
Father/ Guardian

.....
Crèche Manager