

## DAY CHILDCARE SERVICES AGREEMENT

### Parties:

**PORG – gymnázium a základní škola, o. p. s.**  
(“**PORG**”)

Represented by PaedDr. Dagmar Dluhošová,  
Head teacher

and

.....

the parents of the child, or other person who pays  
the consideration for the provision of day  
childcare services [such as grandparents,  
statutory representatives, etc.] (the “**Parents**”)

enter on .....into this

**Day    Childcare    Services    Agreement**  
**No. ....**  
(the “**Agreement**”)

### **Subject-Matter of Agreement**

**Article 1** By this Agreement, PORG undertakes  
to provide regular daycare of the child  
[..... date of birth  
.....] (the “**Child**”) under the  
conditions agreed herein and in accordance with  
applicable legal regulations, subject to due  
payment of the consideration in accordance with  
Article 10 of this Agreement.

### **Rights and Obligations of PORG**

**Article 2** PORG undertakes to provide Child  
care in each school year throughout the term of  
this Agreement, i.e. starting from September of  
the relevant calendar year until June of the  
following calendar year, except for school  
holidays (as provided in Article 4 hereof), from  
Monday until Thursday from 7.30 am until

5:00 pm and on Friday from 7.30 am until 4.30 pm, in its  
facility at Rostislavova 3, Ostrava (the “**PORG facility**”)  
unless otherwise agreed in specific cases (for example  
school trips, etc.). PORG shall bear responsibility for the  
Child only while the Child is in the PORG facility, or  
during trips organised by PORG. The Child’s transport  
from and to the PORG facility will be arranged by  
Parents at the Parents’ cost and responsibility.

**Article 3** The Parents and PORG agreed that the Child  
maybe picked up from PORG daycare only by the  
Parent or a person authorised by the Parent. The Child  
maybe picked up also by a person authorised by the  
Parent based on a prior written notification in which the  
Parents shall inform PORG that the Child maybe picked  
up by a another person authorised by them, stating this  
person’s name and surname, date of birth and identity  
card number. The Child will be released to the person  
authorised by the Parent on the condition that this  
person’s identity can be verified from the identity card  
and the identity details provided therein which are  
identical with the details of which the Parents have  
previously notified PORG.

**Article 4** Childcare is not provided during school  
holidays; PORG undertakes to inform Parents about the  
dates of school holidays in the corresponding year by 30  
April of the relevant school year at the latest.

**Article 5** PORG is entitled not to provide the agreed  
childcare if the Child shows signs of acute illness or  
transmissible disease, or if the Child’s presence in the  
care provided by PORG could put the health of other  
children in jeopardy.

**Article 6** PORG undertakes to ensure the best  
conditions for children’s education, in particular suitable  
environment in the PORG facility. PORG undertakes to

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educate the Child so as to ensure his/her holistic development.

**Article 7** In each day on which the Child is entrusted to the daycare provided by PORG, PORG undertakes to provide the Child with a morning snack, a lunch and an afternoon snack, all in adequate composition and quality. Likewise, PORG undertakes to promote Child's proper drinking habits. Meals can be taken away in case of a Child's absence according to the conditions set out in the Meal Application.

**Article 8** PORG undertakes to regularly inform the Parents – at least twice a year – verbally (in writing if requested) about the progress in their Child's development.

**Article 9** PORG shall provide the Child (at the expense of PORG) with all equipment and study materials designed for activities and tasks performed during daily Childcare.

### **Rights and Obligations of Parents**

**Article 10** For the provision of services agreed herein, the Parents agree to pay PORG a consideration for each school year throughout the term of this Agreement in the amount set out by the PORG board of trustees. The PORG board of trustees decides the amount of the consideration by 30 April of the previous school year; the amount of consideration will be communicated to the Parents by 10 May of the previous school year. The consideration shall be CZK 89,404 for the first school year. The consideration is paid in two equal instalments for every school year. The first instalment falls due on 15 August prior to the start of the school year and the second instalment on 31 January of the

current school year. The consideration cannot be repaid or reduced due to a Child's absence or closing of a PORG based on the KHS or the Ministry of Health decision.

**Article 11** If the Parents do not agree with a new amount of consideration under Article 10 hereof, they may cancel this Agreement by a written notice, which must reach PORG by the 30th day of the date on which the notice of a new amount of consideration had reached the Parents.

**Article 12** All instalments of the consideration must be paid by wire transfer to PORG's account stating the number of this Agreement as payment reference number.

**Article 13** When the consideration payment is in arrears for more than 14 days, PORG shall notify the Parents accordingly by registered mail (request to pay). The Parents undertake to pay an administrative fee of CZK 250 to PORG for the request to pay according to the previous sentence. A contractual penalty of 3% of the outstanding amount for each month of delay, or any part thereof, has been agreed in case of delay in the payment of the consideration.

**Article 14** The Parents and PORG unanimously declare that prior to signing this Agreement, the Parents informed PORG of all relevant information regarding the Child's health (allergies, etc.), or any special diet requirements (dietary restrictions, etc.). Likewise, PORG was provided with the Parents' contact details (phone number and e-mail address). The Parents undertake to inform PORG of any changes in the provided information without delay.

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**Article 15** The Parents undertake to compensate PORG for all and any damage caused by the Child, to the extent of the actual damage established.

**Article 16** The Parents shall provide the Child for childcare rendered by PORG hereunder only if the Child shows no signs of acute illness or transmissible disease or other health problems preventing the Child from being taken care of by PORG.

**Article 17** The Parents are required to inform PORG about the Child's absence at least 24 hours in advance, unless the Child's absence can be expected within the same period.

**Article 18** The Parents agree to arrive to the PORG facility upon request and without undue delay and pick up the Child from PORG, especially in case the Child's continuing presence in the PORG facility could – given the circumstances – put the health of other children in jeopardy.

**Article 19** The Parents may visit lessons and participate in educational activity provided to their Child, based on prior agreement, in such a way so as to ensure that the care provided to other children is not disturbed. If a Parent's presence in a class disturbs the care provided to other children more than as reasonable to the situation (not necessarily as a result of the Parent's behaviour), the Parent may be asked to leave the class.

**Article 20** The Parent may bring the Child in / pick up the Child from the PORG facility as the Parent deems appropriate/needs during the time

of the day specified in Article 2 of this Agreement. The Parents undertake to pay PORG a penalty in the amount of CZK 500 for each hour of delay or any part thereof should the Parent (or the person authorised by the Parent) fail to pick up the Child by 6.00 pm at the latest.

### Miscellaneous

**Article 21** All personal data obtained by PORG in connection with the implementation of this Agreement shall be treated by Regulation (EC) No (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals concerning the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC ("GDPR"). Parents as a result of this give to the School in the sense of the provisions of § 13c par. 1) let. c) of Act No. 133/2000 Coll., on Population Registration (hereinafter referred to as the "Registration Register"), as amended, express consent to the indication of the Child's birth number in this Agreement, as well as its registration, processing and use by the School, and to - except in cases stipulated by the law in the sense of the provisions of § 13c par. 1 let. b) of the Act on Registration - in fulfilling the obligations under this Agreement. This consent is granted for the duration of this Agreement and may be revoked in writing by the Parent. Other information, in particular the purposes of the processing of the personal data for which the personal data are intended, the legal basis for the processing, the contact details of the Data Protection Officer, the legitimate interests of the controller or a third party where the processing is based on Article 6 (1) (a). f) GDPR, and any recipients or categories of recipients of personal data are publicly available in the Privacy Statement on the PORG website.

**Article 22** The child meets the requirements set out in Annex 1 to this Agreement.

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**Article 23** Anything beyond this Agreement is to be resolved upon agreement of the Parties while displaying fairness, tact and mutual respect.

### Conditions for Termination

**Article 24** The Agreement shall terminate:

- a) As at 31 August of the year in which the Child was enrolled for studies at the elementary school;
- b) Upon written termination by the Parents – no reason needs to be specified;
- c) Upon written termination by the Parents for serious reasons, namely (i) the Child's health problems, or (ii) change of residence resulting in inability to be provided services by PORG as agreed herein, or (iii) serious family reasons essentially precluding the provision of services by PORG agreed herein; Serious reasons within the meaning of this Agreement shall be in particular the death of a Parent or serious illness of a family member paying the consideration pursuant to Article 10 of the Agreement, preventing or substantially limiting his/her income, a natural disaster or other damaging event, resulting in the inability to continue paying the consideration pursuant to Article 10 of the Agreement;
- d) Upon written termination by the Parents because of PORG being in serious breach hereof;
- e) Upon written termination by the Parents under Article 11 hereof;
- f) Upon termination by PORG if the Parents fail to pay an instalment of the consideration and the related penalty (under Articles 10 and 13 hereof) within 3 months of the due date (i.e. by 15 November or 30 April of the relevant school year);

- g) Upon written termination by PORG if objective circumstance prevent PORG from providing the Child with the services under this Agreement; such termination must specify the reason and must, along with the reason, be first approved by the PORG board of trustees;
- h) On any date upon agreement between the parties.

**Article 25** In cases of termination of the Agreement pursuant to Article 24 (b), (c), (d), (f) and (g) of this Agreement the Agreement shall be terminated as of the date specified in the termination notice. The date given in the termination notice must not be earlier than the day on which the termination notice reaches the other party.

**Article 26** In the event of termination as per Article 24 (e) of the Agreement, the Agreement terminates at the end of the school year preceding to the school year for which the consideration is determined at an amount that is not accepted by the Parents.

**Article 27** In the event of termination as per Article 24 (c), (d) or (g) prior to the end of the school year, PORG undertakes to pay the Parents back the aliquot share of the consideration in the given school year, as the consideration share corresponding to each not started month of the incomplete school year. The aliquot share of the consideration is to be paid back to the Parents by the 30th day of the last day of this Agreement, by wire transfer to the account from which payments of the consideration were made, unless the parties agree otherwise in a specific case.

In the event of termination by agreement under Article 24(h) of the Agreement, such agreement must also stipulate whether or not the consideration already paid or any part thereof is to be paid back, and at what amount and by what date.

**Article 28** In the event of termination as per Article 24 (b) or (f) prior to the end of school year, the Parents

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are not entitled to be paid back any consideration already paid.

### Final Provisions

**Article 29** This Agreement becomes valid and effective as of the date on which it is signed by both Parties.

**Article 30** This Agreement is drawn up in duplicate. Each Party shall receive one copy thereof. All copies have the validity of an original.

**Article 31** This Agreement may only be amended by written amendments numbered in a sequence and signed by both parties; the consideration amount for the second and each following school year of the duration hereof is to be determined by procedure as per Article 10 hereof.

**Article 32** This Agreement and all matters relating thereto, including matters relating to breach of this Agreement, shall be governed by the laws of the Czech Republic, without regard to conflict-of-laws principles.

**Article 33** This Agreement is drawn up in Czech, English and Korean; the Czech wording of the Agreement shall prevail.

**Article 34** The Parties agree that any disputes arising from or in connection with this Agreement shall be referred to the Czech court which has the subject-matter jurisdiction over the case. Personal jurisdiction shall be in accordance with the registered office of PORG.

**Article 35** Having read this Agreement, the parties hereto represent that (i) they agree with the content and the wording hereof; (ii) the Agreement is prepared on the basis of true data and the parties' true and free volition, clearly, comprehensibly, with a shared interest, under no duress or disadvantageous conditions. In witness thereof, the Parties affix their handwritten signatures below.

Place Ostrava

Date .....

.....  
PaedDr. Dagmar Dluhošová

.....  
Parents (or other persons to pay the Consideration)

**DAY CHILDCARE SERVICES AGREEMENT  
ANNEX 1 TO THE AGREEMENT ON THE PROVISION OF CHILD CARE IN THE DAY SCHEME**

A child admitted to PORG - Bilingual Kindergarten is ready to meet the requirements set by the kindergarten educational program from the beginning of the school year. He/She manages basic social and personal habits - he/she walks independently, can hold a spoon and eat with a spoon, he/she can drink from a cup or glass, he/she can use a toilet, he/she does not use diapers, he/she manages basic hygienic habits, he/she can blow his/her nose, wash his/her hands, dress and put on his/her own, communicate with an adult.