

Studentenwerk Thüringen ▪ Philosophenweg 22 ▪ 07743 Jena

General terms of use

for the flexible childcare facilities of the Studentenwerk Thüringen

1. General information and field of application

The flexible childcare facilities JUniKinder, Räuberhöhle, Kinderladen and Bauhäuschen are establishments of Studentenwerk Thüringen, Friedrich Schiller University Jena, University of Applied Sciences Jena, University of Erfurt, the University of Applied Sciences Erfurt and Bauhaus University Weimar.

Children between 12 weeks and 10 years of students and staff from institutes in Erfurt and Jena, as well as Studentenwerk Thüringen, are supervised by qualified personnel.

Upon signing this document, parents or legal guardians declare acceptance of the general terms of use.

2. Registration and signing of contract

Registration for the desired time slot is obligatory in order to organize childcare.

Registration for all contracts

For Jena:

INFOtake Jena

Ernst-Abbe-Platz 5
07743 Jena

Tel.: 03641/930 506

Fax: 03641/930 652

E-Mail: infotake-jena@stw-thueringen.de

For Weimar

INFOtake Weimar

Marienstraße 15b
99423 Weimar

Tel.: 03643/581506

Fax: 03643/581505

E-Mail: infotake-weimar@stw-thueringen.de

For the Räuberhöhle, Erfurt:

Räuberhöhle Erfurt

Plauener Weg 8
99089 Erfurt

Tel.: 0151-54468227

E-Mail: raeberhoehle@uni-erfurt.de

For the Kinderladen, Erfurt:

Kinderladen Erfurt

Studierendenrat – Referat für Soziales
Altonaer Str. 25

99085 Erfurt

Haus 11

Tel: 0361/6700-560/663

Fax: 0361/ 6700-614

E-Mail: kinderladen@fh-erfurt.de

The registration form is to be filled out by at least one parent or legal guardian. Along with the form, student ID (for students) or ID card (for staff) must be presented upon registration.

Childcare contract comes along with confirmation of registration. Confirmation takes place through the provider, either directly or through the corresponding authorized member of staff.

3. Opening times

The childcare facilities provided by Studentenwerk Thüringen are open five days a week and offer childcare in two-hour blocks so that one block covers a 90-minute lecture slot and allows for drop-off and pick-up time. In the case of block seminars of over four hours, three blocks or more per day can also be booked.

A maximum of two blocks of two hours (total four hours) can be booked on any given day, with a maximum of five blocks of two hours (total ten hours) in a week.

Block 1	Block 2	Block 3	Block 4	Block 5	Block 6
Postanschrift: Studentenwerk Thüringen PF 10 08 22 07708 Jena		Konto-Nr. 2 580 223 BLZ 820 400 00 BIC (SWIFT): COBADEFFXXX IBAN: DE 02 8204 0000 0258 0223 00 Commerzbank Jena		Telefon: 03641 – 93 05 00 Fax: 03641 – 93 05 02 poststelle@stw-thueringen.de www.stw-thueringen.de	

8-10 a.m.	10 -12 a.m.	12a.m.-2 p.m.	2 – 4 p.m.	4 – 6 p.m.	6 – 8p.m.
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Registration must be done before 3 p.m. three days in advance in order to allow for allocation of staff. Same-day bookings can only be made according to availability.

Opening times are set out according to demand and are organized as shown above. Prior arrangement in the case of booking at short notice is recommended. Facilities are closed on Fridays from 2 p.m. and on public holidays.

Drop-off and pick-up of children outside of the time slots shown is only possible on exception and through prior agreement with staff. Lateness without warning can result in the respective time slot no longer being available, with no possible repayment of fees. Late pick-up of children will result in a charge of €5 per hour.

If a child is not picked up by the end of the facility's opening hours, the following procedure will take place.

- 1) Contact with parents or guardians is attempted by telephone.
- 2) Alternative contact persons are informed.
- 3) If the child is still not picked up one hour after the end of the opening time, they will be taken home by a member of childcare staff, whose contact details will be made readily available.
- 4) Resulting costs (e.g. for a taxi), along with a fee of €25, are to be paid by the parent/guardian.

Notification of changes to opening times are posted inside the childcare facilities and on the Studentenwerk Thüringen website.

4. Booking and payment

There are two ways to book: monthly booking and daily booking.

Monthly bookings are registrations for one month or several. The desired quantity of blocks, the desired days of the week and number of months are decided upon booking and are paid for up to four weeks after the start date of childcare. Agreement on direct debit is required.

An increase or reduction in the number of months of childcare is only possible within four weeks of the start date.

Daily bookings are registrations for individual dates which can be chosen flexibly. Payment for daily bookings is made either in cash or with the THOSKA card at INFOtake Jena, INFOtake Weimar, or in Erfurt at either the Mensa at the University of Applied Sciences or at the accountancy department of Studentenwerk Thüringen (Frau Bube, Room 105, First storey MG1, Hochhaus).

A **combination of daily and monthly booking** is only possible if the maximum number of hours booked is not exceeded.

5. Fees

Students	4,00 Euro per Block
Staff	6,50 Euro per Block
Third-party	10,00 Euro per Block

Payment takes place in advance and is to be paid by the end of each month. Payment at student tariff is only possible on **presentation of valid student ID**.

Cancellation and refunding of monthly bookings is possible in special cases, for example illness, exmatriculation or change of residence (proof required, subject to assessment by Studentenwerk). Daily bookings which have already been paid for can be cancelled at 24 hours' notice and redeemed at a later date.

The sum paid by parents/guardians is used towards the running costs of the childcare facilities (staffing and material costs).

6. Responsibility for children

Supervision of children by staff begins when the child is dropped off at the facility and terminates when the child is picked up by an authorized guardian.

Parents or guardians must specify in writing at the time of drop-off any other persons authorized to pick up a child. Authorized persons must be able to prove identity upon pick-up.

7. Accommodation of children

Parents or guardians must ensure that a child is in good condition at the time of handover. Children staying at a facility for two consecutive blocks will be provided with ready-to-eat food brought by the parent/guardian. Drinks are to be brought in bottles suitable for children. Food permitted is limited to: breast milk or formula milk, pre-prepared fruit and vegetables, and dry baked goods such as rice waffles or biscuits. Parents/guardians must make sure to uphold hygiene standards, such as continuous cooling of milk. Childcare staff have the right to reject food which does not meet sufficient standards. The name of the child is to be written on any food containers and bottles. Storage of food outside of the designated childcare time is normally not possible. Children are to be provided with a change of clothing and, when necessary, spare nappies and a change of shoes.

8. Care of children and vaccinations

For the protection of one's own and other children, the vaccinations suggested by vaccination commission STIKO are strongly recommended.

9. Illness and absence

Children may not use the facilities when sick. In line with the Infection Protection Act (Infektionsschutzgesetz IfSG), staff must register an outbreak.

The liable decision of whether a child should be taken into the facility is made by the staff on-site. Notification of absence is to be made up to the agreed start time and can be given by telephone, email or in person (for information on credit notes see point 5.)

Staff are not able to provide children with any kind of medication. It is therefore crucial that parents/guardians are contactable by the telephone number provided.

10. Duty of parents/guardians

It is the responsibility of the parent/guardian to provide correct information about themselves, their children or other necessary fields when filling out necessary forms and contracts, and that staff are notified in case of a change of details. Parents/guardians are responsible for the punctual drop-off or pick-up of children, either by themselves or by an authorized third party.

11. Accidents and emergencies

Staff will notify parents/guardians immediately using the contact details provided in case of accident or emergency. In the case of accidents:

1. The child will be given first-aid.
2. Parents/guardians are contacted.
3. When necessary, an ambulance will be called and the child will be accompanied to hospital by an authorized member of staff.
4. The child will be accompanied to treatment. If the child is not admitted to the hospital, the staff member will stay with the child until a parent/guardian is able to take over responsibility.
5. The member of staff submits an accident report.

12. Termination of contract

The childcare provider withholds the right to terminate the contract if the parent or guardian, with warning, repeatedly contravenes the general terms of use or if the health, cleanliness or upbringing is endangered by the child in question.

Reasons for termination of contract include:

- a) Repeated unnotified absence of the child;
- b) Contravening of the general terms of use by the parent/guardian, especially of clause 5;
- c) The agreed pick-up time of the child is repeatedly not upheld. A different pick-up time is only possible in exceptional cases through prior agreement with staff;
- d) If after several weeks the child still does not seem to be acclimatized to the facility.

13. Disclaimer of liability

Studentenwerk Thüringen will not accept responsibility for illness and its consequences, or for personal belongings brought to the facilities, even though these will be dealt with in a responsible and careful manner. Prams and pushchairs on-site must be left with a lock, brought by the owner. In case of an act of nature causing its closure, the facility will not accept any claims against itself.

Studentenwerk Thüringen accepts no liability for children left in its facilities. Parents or guardians use the facilities at their own risk. Parents or guardians should inform themselves before the start of childcare that no accident or third-party insurance is available through Studentenwerk Thüringen and must ensure that their child is insured privately.

14. Data protection

According to clause 33 of the Federal Data Protection Act (BDSG), personal data will only be used for the purposes of contract processing. The organization concerned, in this case

Studentenwerk Thüringen, ensures as the service provider that the German data protection laws, the Federal Data Protection Act and the Thuringian Data Protection Act (ThürDSG) are adhered to in their current form. Parents/guardians agree to the saving and processing of details.

15. Severability clause

If one or several of the clauses of the general terms and conditions prove to be ineffectual, this does not affect the validity of the other clauses.

Place, Date

Sign of parents