



AGREEMENT ON PROVIDING CHILDCARE SERVICES IN A CHILDREN'S GROUP

concluded pursuant to Section 13 Subsection 1 of the Act No. 247/2014 Sb., on providing childcare services in a children's group (hereinafter referred to as the "**Act**") between:

JAHODA, o.p.s. ID No. (IC) 67363300,
based in Vybíralova 969/2, 198 00 Prague 9,
represented by Bc. Markéta Morvaiová, Head of Jahůdkové jesličky
(hereinafter referred to as the "**provider**")

and

***Parents:**

Father: _____, Birth Number: _____,

Address: _____, Postcode _____,

Tel.: _____, Email: _____,

Mother: _____, Birth Number: _____,

**Address: _____, Postcode _____,

Tel.: _____, Email: _____

(hereinafter referred to as the "**parents**" or each of them separately as the "**parent**")

as legal representatives of the child: _____, Birth No. _____,

Place of Birth: _____, Address: _____,

Postcode _____, Health Insurance Company: _____ (hereinafter

referred to as the "**child**")

** The Agreement can be concluded by just one of the parents.*

*** If different from the address of the father.*



1. GENERAL PROVISIONS

- 1.1 By this Agreement, the provider undertakes to provide the child with childcare in a children's group pursuant to the Act.
- 1.2 The parents undertake to ensure the presence of the child in the children's group and to participate in a partial payment of the costs of the service provided or other potential costs associated with leisure activities of the children's group, for the duration of this Agreement, in the amount stated below and within the set dates.
- 1.3 The childcare in the children's group is provided on the basis of EU funding under the Operational Programme Employment. The children's group is being run as part of the "Jahůdkové jesličky" project (No. CZ.03.1.51/0.0/0.0/17_074/0008339). The project runs from 01/03/2018 until 28/02/2020.

2. THE PLACE AND TIME OF CHILDCARE SERVICES IN THE CHILDREN'S GROUP, DURATION OF THE AGREEMENT

- 2.1 Childcare will be provided at the place of business of the provider, as stated in the heading of this Agreement.
- 2.2 Childcare in the children's group is provided during working days and at the time chosen by the parents in the sense of Article 3 of this Agreement, but no earlier than 7.00 and no later than 17.00. During public and national holidays, childcare in the children's group is not provided.
- 2.3 The Agreement is concluded for the duration of the school year 2019/2020, i.e. until 31/08/2020.
- 2.4 The legal relationships established by this Agreement will expire by the expiration of the period for which the Agreement was concluded. Only the provider is obliged to terminate the Agreement before the expiration of the agreed period, if
- a) the parent seriously and repeatedly interferes with the operation of the children's group;
 - b) the parent is more than 30 days late with the payment for the provided services or other payment resulting from this Agreement;
 - c) the child is unmanageable within the group, has not adapted itself to it, repeatedly disrupts the programme of the group, physically attacks others or violates the internal rules of the Provider in any other serious manner.

In case of termination of the Agreement by the provider, the notice period is two months and starts on the first day of the calendar month following the dispatch of the notice to the address of at least one parent stated in this Agreement. By the expiration of the notice period, the legal relationships established by this Agreement will cease to exist. The parents are not obliged to terminate this fixed-term Agreement early.

- 2.5 For reasons worthy of special consideration, for example in case of the parents changing their address, the obligations resulting from this Agreement can be terminated by a bilateral written agreement.
- 2.6 The contracting parties agreed that except for summer holidays according to Article 2.7 of this Agreement, the same rules apply to the operation of the children's group that generally apply to the organisation of the school year pursuant to Section 24, Subsection 1 to 3 of the Act No. 561/2004 Sb., Education Act, as amended, and Section 4 of the Ministerial Decree of the Ministry of Education, Youth and Sport No. 16/2005 Sb. During



Christmas holidays, the children's group does not provide services and the monthly payment of the costs for the services is not reduced. During other holidays, the operation of the children's group remains unchanged. In case of a sudden quarantine or other situation which results in the services being suspended, the parents will be informed about this situation immediately. During this restriction, the monthly payment is not reduced. During public holidays, childcare is not provided and for such days the payment is not reduced. It is possible to agree on an individual childcare outside of this schedule.

- 2.7 During summer holidays, the provider will operate the children's group in the same way as in the regular calendar year.

3. PAYMENT OF THE COSTS FOR THE SERVICES PROVIDED, MEAL FEES, CHILDCARE TYPES AND TIME

- 3.1 Childcare in the children's group is offered in exchange for a partial payment of the costs (hereinafter referred to as the "payment") according to the current price list of the provider. The remaining costs are covered by public funds in the sense of the Article 1.3 of this Agreement. Failing to comply with the chosen childcare type with no apparent reason or without any arrangement with the head of the children's group will be considered a breach of the obligations stipulated by the Agreement and as a last resort may end up in the parent being excluded from the project.
- 3.2 The payment amount is stipulated for the individual types of childcare by the price list of the provider for childcare services in the children's group (hereinafter referred to as the "price list"), which is a part of this Agreement. By signing this Agreement, the parents confirm that the price list was presented to them and that they agree with the payment amount stipulated in this price list according to their selected type of childcare. The price list is publicly accessible on the website of the provider <http://www.jahoda.cz/jahudkove-jeslicky/>.
- 3.3 The choice of the childcare type has the form of a written agreement, which is a part of this Agreement. Changing the childcare type is possible only with the consent of both contracting parties after consultation with the head of the children's group, namely by signing a new annex to this Agreement. The breach of the obligation to deliver the child to the care provider according to the chosen childcare type is a breach of this Agreement in the sense of Article 2.4.
- 3.4 The provider is entitled to adapt the price list to the general price level without consulting the other party; however, for agreements already concluded, the changed price list takes effect in the following school year. The provider is obliged to inform the parents about changes to the price list, especially via the aforementioned website.
- 3.5 The payment does not cover the payment for meals (hereinafter referred to as the "meal fees"). The meal fees are set by the price list. The due date of the meal fees is the same as the due date of the payment.
- 3.6 The due date of the payment for the individual types of childcare is set by the Annex, which is a part of this Agreement
- 3.7 The booking fee will be included in the first payment.
- 3.8 In case the chosen childcare type is the "permanent pass", the parents are obliged to inform the provider by 18.00 on the preceding working day the latest, either by telephone or in person, if and to what extent they would like to use childcare in the children's group the following day. The child is registered in the children's group by the provider's acceptance, which can have any form. The service is provided according to the current capacity of the children's group. It is possible to



cancel the scheduled childcare, but only until 15.00 on the day preceding the day on which the childcare is scheduled; in case the childcare is cancelled later or not at all, the payment is neither reduced nor refunded.

- 3.9 In case the chosen childcare type is the "permanent pass", the parents are entitled to use childcare for 90 days after arranging the "permanent pass" After the end of this period, all prepaid and unused services expire without a refund.
- 3.10 Unless otherwise agreed, for the duration of the Agreement the payment is due also for the period when the child was not present in the children's group, despite being properly registered. In case of missed days, the payment is not refundable. In case the child is absent from the children's group, the parents are not entitled to require childcare on a different day as a compensation, not even in case of illness.
- 3.11 Cancelling meals for the reason of the child's absence is possible only until 15.00 on the previous day; in case of a later cancellation, the meal fee has to be paid, as if the child really used the service.
- 3.12 If there are grounds for termination of this Agreement from the side of the provider pursuant to Article 2.4 c) of this Agreement, in order to re-adapt the child in a group of children, the provider is entitled to unilaterally shorten the period for which the childcare is being provided, but only by one half for the period of ten days of a calendar month. In this case, the payment is not reduced.

4. MEALS AND FLUID INTAKE

- 4.1 The provider undertakes to provide meal services to the child.
- 4.2 Meals include a morning snack, a lunch, and an afternoon snack. Meals are provided by a contractual partner of the provider.
- 4.3 Production, preparation, distribution, transport, labelling, storage and marketing of food, including frozen and refrigerated dishes, is subject to laws governing epidemiologically significant activities and the meal services are provided in accordance with the obligations stipulated in the directly applicable EU regulation on food hygiene and other national generally binding legislation.
- 4.4 Throughout the entire duration of providing childcare, the provider undertakes to ensure fluid intake for the child.
- 4.5 By signing this Agreement, the parents undertake to inform the provider in writing about all the allergies and diseases of the child, no later than on the day of the child attending the children's group for the first time. In case the parents do not inform the provider, it is understood as the parents explicitly stating that the child does not have any disease or common food allergies. The parents are responsible for any damage caused due to providing incorrect information to the provider or withholding information from the provider. Furthermore, if the child begins to suffer from a disease or allergies while this Agreement is in force, which result in certain foods or drinks not being suitable for the child, the parents undertake to inform the provider without undue delay about this new situation.



5. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES, INTERNAL RULES, DISEASES OF THE CHILD

- 5.1 The provider undertakes to provide childcare in the children's group by qualified personnel in accordance with Section 5, Subsection 5 of the Act.
- 5.2 The provider undertakes to ensure that the premises which serve for providing childcare in the children's group comply with the effective hygiene standards.
- 5.3 In case symptoms of a disease appear in the child, the provider undertakes to immediately notify the parents in the fastest way possible (especially by phone) and to deliver the child to the parents or to ensure the provision of health care.
- 5.4 In case there are reasonable grounds to suspect that the child is ill, the provider is entitled to refuse taking over the child, or alternatively to request a statement from a doctor certifying that the medical state of the child is suitable for staying in a group of children.
- 5.5 After the end of childcare, the parents undertake to collect the child in person, or to submit a written power of attorney which will state by which persons the child may be collected as well. In case the parents do not collect the child on time after the end of childcare, they undertake to pay the provider CZK 400 for provided childcare after the end of the negotiated childcare period.
- 5.6 The parents undertake to bring a completed form which will confirm that they are the target group of the project according to Article 1.3. of this Agreement. The parents are obliged to deliver this form, received upon signing this Agreement, to the provider no later than on the day on which the child begins to attend the children's group. In the event that the parents do not fulfil this obligation, the Agreement automatically expires.
- 5.7 The parents confirm that the child underwent the compulsory periodic vaccination pursuant to the generally binding legislation, or that they possess a proof that the child is immune to infection or unable to undergo vaccination due to permanent contraindication.
- 5.8 Other conditions of childcare are stipulated in the internal rules of the provider. By signing this Agreement, the parents confirm that they made themselves familiar with the internal rules of the provider and that they undertake to comply with these rules, which govern the operation of the service and the concept of education and childcare, which defines the basic requirements and conditions for education and childcare in order to ensure the quality of service and to develop the child's abilities and their cultural and hygiene habits, appropriate to the age of the child.

6. PERSONAL DATA PROTECTION

- 6.1 The parents of the child are hereby advised that the provider, as the personal data administrator, processes the personal data provided by them and stated in the application form and this Agreement, as well as other personal data with which the provider comes into contact in connection with fulfilling the obligations resulting from this Agreement, in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation; hereinafter referred to as the "**Regulation**") and in accordance with the applicable national legislation covering personal data protection, in order to fulfil the Agreement, i.e. to ensure childcare in a children's group, to exercise the rights of the provider resulting from the Agreement and to fulfil legal obligations, especially those resulting from the Act.
- 6.2 With the parents' consent, the provider is allowed to make and publish visual, audio and audiovisual recordings of children and their parents for the purposes of promoting the provider



and the provider's activities. The parents can withdraw their consent to personal data processing at any time. The consent withdrawal does not affect the concluded Agreement in any way.

- 6.3 The parents undertake to inform the provider about any changes in the provided personal data without undue delay.
- 6.4 The parents declare that they familiarised themselves with the *Information on Personal Data Processing* and therefore were informed by the provider about personal data processing in the sense of Article 13 of the Regulation and also about the fact that the current version of the *Information on Personal Data Processing* can be accessed on the website of the provider at any time.

7. FINAL PROVISIONS

- 7.1 The relations between the two parties are governed by Czech law, in particular the Civil Code and Act No. 247/2014 Sb. on providing childcare services in a children's group.
- 7.2 Each parent separately is entitled to make decisions on behalf of both parents and the child in matters resulting from this Agreement.
- 7.3 Any changes to this Agreement may be made only by a written agreement of both contracting parties.
- 7.4 If one or more provisions of this Agreement is void, invalid or unenforceable, it will not result in the Agreement as a whole being void, invalid or unenforceable. In such a case, the contracting parties shall replace such void, invalid or unenforceable provision with a provision that will best correspond to the sense of the void, invalid or unenforceable provision.
- 7.5 This Agreement was executed in two copies in the Czech language, one for each party.
- 7.6 *The Annexes to this Agreement are the Internal Rules, Price List with the Types of Care, Information on Personal Data Processing and the Consent to Personal Data Processing.* By signing this Agreement, the parents confirm that they received all the annexes and made themselves familiar with them.
- 7.7 The contracting parties declare that they read the terms of this Agreement and that they understood them. By signing this Agreement, both parties confirm that they are willing to accept the obligations established by this Agreement. The contracting parties hereby also confirm that they received their copy of this Agreement.

In Prague on _____ 2019

In Prague on _____ 2019

on behalf of JAHODA, o.p.s.
Bc. Markéta Morvaiová
Head of Jahůdkové jesličky,

Parents



Annex 1 – CHILDCARE TYPES AND CURRENT PRICE LIST

Number of days in a week	Tuition fee	Meal fee	Culture fee	Total sum/month
5 days a week	CZK 6 000	CZK 1,500	CZK 100	CZK 7,600.00
4 days a week	CZK 5,200	CZK 1,200	CZK 100	CZK 6,500.00
3 days a week	CZK 4,300	CZK 900	CZK 100	CZK 5,300.00
2 days a week	CZK 3,400	CZK 600	CZK 100	CZK 4,100
1 day a week	CZK 2,500	CZK 300	CZK 100	CZK 2,900.00
Other options	Tuition fee	Culture fee	Total sum/month	
Permanent Pass (5 x half a day, i.e. 4 hours)	CZK 1,500	CZK 100	CZK 1,600.00	
One-time babysitting (1 hour)	CZK 150	CZK 0	CZK 150.00	

The provider JAHODA, o.p.s., ID No. (IC) 67363300, based in Vybíralova 969/2, 198 00 Prague 9, and the parents and agreed on the basis of the Agreement on Providing Childcare Services in a Children's Group concluded on that the childcare will be provided from

* **A)** in the range of..... days of the week, specifically: on Monday* hours a day, on Tuesday* hours a day, on Wednesday* hours a day, on Thursday* hours a day, and on Friday* hours a day;

The monthly payment is always due on the 20th day of the preceding month to the bank account no. 250969359/0800. Variable symbol (Will be filled in by the provider)

A reservation fee in the amount of CZK 2000 will be deducted from the payment for the first month, if transferred to the bank account no. 250969359/0800.

* **B)** in the mode of a "permanent pass" in the range of..... hours for the total price of The payment is due immediately after signing this Annex.

***) cross when not applicable**

In Prague on _____ 2018

In Prague on _____ 2018

On behalf of JAHODA, o.p.s.
Bc. Markéta Morvaiová
Head of Jahůdkové jesličky

*Parents



** or, alternatively, one of the parents*

Annex No. 2 – INTERNAL RULES

1. BASIC INFORMATION

Registered office: JAHODA, o.p.s., Vybíralova 969/2, 198 00

Company ID: Praha 14 – Černý Most
67363300

Head of the Jahoda organization: Mgr. Markéta Kalinová

Head of Jahůdkové jesličky: Bc. Markéta Morvaiová
Phone number: +420 777 674 060
E-mail: jahudka@jahoda.cz
Web: www.jahoda.cz

Maximum number of children: 10
Business hours: 7.00 – 17.00
Beginning of service: 23/11/2015

2. PROVISIONS

2.1. GENERAL PROVISIONS

The Internal Rules contain rules on ensuring a duly operation of the children's group, on hygiene and safety norms concerning the provision of childcare services in a children's group and other related regulations concerning the children's group. The Internal Rules form a part of the Agreement on providing childcare services in a children's group concluded with the clients.

2.2. LEGISLATION

The provider ensures safety of children and protection of their health during education and activities related to it or during the provision of other services and provides children and their parents with the necessary information for ensuring safety and health protection in accordance with the following legislation:

- Act No. 258/2000 Sb., on protection of public health, as amended,



- Ministerial Decree No. 108/2001 Sb., on hygiene requirements for the premises and operation of schools, preschool facilities and certain educational facilities,
- Ministerial Decree No. 137/2004 Sb., on hygiene requirements for catering services and the principles of personal and operational hygiene while carrying out epidemiologically serious activities, Ministerial Decree No. 14/2005 Sb., on preschool facilities, etc.
- Government Regulation No. 178/2001 Sb., on conditions of occupational health protection.

2.3. OPERATING CONDITIONS

Jahůdkové jesličky is intended for children from one year of age until the start of compulsory education. Childcare is provided in premises composed of a locker room, a spacious playroom of the size of 44m² and a terrace. It is also possible to use a public garden with a children's playground, located next to the seat of the organisation.

Children are handed over to the classroom nanny on the basis of a concluded Agreement on providing childcare services in a children's group. The maximum number of children in Jahůdkové jesličky is 10. Childcare is ensured by qualified personnel (hereinafter referred to as "nannies") who are qualified to provide childcare in the sense of Act No. 247/2014 Sb., on providing childcare services in a children's group and on amendment of selected laws.

Jahůdkové jesličky offers various types of childcare depending on the number of days in a week and the specific times of the child's attendance in the nursery. The offer of services is governed by the applicable price list available on the website of the provider.

2.4. PAYMENT

The service is provided in exchange for partial payment, as the children's group is being run as part of the "Jahůdkové jesličky" project (No. CZ.03.1.51/0.0/0.0/17_074/0008339) and as such is partially subsidised; the date of the beginning of the project 01/ 3/ 2018). The project is financially supported by the EU.

The payment amount is set by the price list of the provider. There are multiple types of the payment for placing the child in Jahůdkové jesličky, the parent selecting one of them by signing the Agreement.

3. ENROLMENT, CONDITIONS OF ADMISSION AND THE END OF ATTENDANCE

Children are admitted in Jahůdkové jesličky on an ongoing basis until the capacity is full (10 children). Children are taken over by a nanny on the basis of a concluded Agreement on providing childcare services in a children's group. Parents need to comply with all the articles of the Agreement and guarantee that the information they provided is truthful and up to date. Placing their child in a children's group can help them find employment. The condition needs to be met that at least one of the parent of the child visiting the facility is employed or self-employed or a student or, if unemployed, looking for a job. This condition needs to be met during the entire time the child attends the facility for providing childcare in a children's group. To prove this, parents need to fill in the relevant form.

By signing the Agreement, the parents give consent to personal data processing. The parents are obliged to inform the provider about all facts which could affect the care for the child and its well-being, and to list the persons by which the child may be collected from the children's group. The day of the admission of the child in the children's group is the beginning of the obligation to pay the tuition fee.



4. ATTENDANCE OF CHILDREN AND SAFETY

The parents hand over the child to the nanny in person no later than 9.00. The child has to arrive at the facility and be collected in the set times according to the selected type of care in order not to disrupt the operations of the facility.

The child needs to arrive at the facility healthy and with no signs of a disease. If this is not the case, the nanny in Jahůdkové jesličky is entitled to refuse taking over the child. If the disease manifests during the day, the parent is obliged to collect the child as soon as possible after being informed by phone.

In case of an injury, the nanny provides first aid and medical treatment to the child, informs the parent of the child and makes an entry in the book of injuries. The nannies regularly undergo trainings in first aid in the event of injuries or life-threatening states. In case of an emergency, an ambulance is called. After the child arrives at Jahůdkové jesličky, the provider JAHODA, o.p.s., provides childcare until the child is collected again by their parents or another authorized person.

The parents will provide the child with appropriate clothes and shoes for indoors and outdoors, including spare clothes and toiletries. All items are put in a designated place. All items need to be labelled with the name of the child. The nannies ensure the child will be appropriately dressed for every activity according to the current situation. Other items (sleeping items etc.) will be provided by the parents depending on the type of care and the parents will also ensure their regular cleaning.

The parent is obliged to submit the required documents (contracts, documents from the employer, monitoring lists for grant purposes and other documents requested by the head of the children's group) within one month after signing the Agreement. In case the parent fails to meet this obligation, the Agreement is considered void. In this case, the parent is obliged to pay double the amount of the monthly tuition fee as a compensation for the lost subsidy.

4.1. DAILY SCHEDULE

Due to organising reasons, the daily schedule is set only partially; the nanny adapts it flexibly to the current needs of the children, unexpected events and seasons (time spent outside). Privacy and personal development of children is taken into account in the daily schedule. 07:00 - 09:00 children arrive

08:15 - 09:00	spontaneous play
09:00 - 09:30	morning welcome and movement games in the gym
09:30 - 10:00	hygiene, morning snack
10:00 - 11:15	staying outside, creating, drawing, singing
11:30 - 12:15	hygiene, lunch
12:15 - 12:30	preparing for sleep and relaxation
12:30 - 14:00	afternoon relaxation
15:00 - 15:30	afternoon snack
14:30 - 15:00	spontaneous play
15:00 - 17:00	creating, didactic games, staying outside, movement activities spontaneous play, collecting children
17:00 - 17:30	collecting children



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4.2 SPONTANEOUS PLAY

Spontaneous play takes place throughout the entire day. It forms a part of all the activities guided by the nannies in a balanced way and with consideration to the individual needs of children. The classroom is adequately equipped with toys. Children have the opportunity to choose freely what they want to play with.

4.3. DIDACTIC ACTIVITIES

Didactic activities take place during the whole day in a form of individual, group or collective activities of the nanny and children and they are based on the needs and interests of children. The nannies have purchased or handmade teaching aids at their disposal.

4.4. PHYSICAL ACTIVITIES

In Jahůdkové jesličky, we offer enough physical activities to children every day, especially during spontaneous games and when staying outside.

4.5. STAYING OUTSIDE

Depending on the weather, the daily schedule is flexibly changed in order for the children to spend at least 1 hour outside. (depending on the weather). In summer, most activities take place outside. Children do not stay outside in case the outside temperature is below -5°C , and in case of a strong wind, rain or inversion. Before and during staying outside, children are informed about safety. We prevent injuries.

4.6. RELAXATION AND SLEEP

After lunch, all children relax while listening to a bedtime story. Children do not have to sleep, they can only relax. Children are allowed to take their favourite toy to bed. During relaxation, children are always free to independently satisfy their hygiene needs. Children with lower need of sleep can also get up and the nannies will offer them alternative relaxing activities on the bed or on a couch. The mattresses on which children relax are daily made and cleaned.

4.7. MEALS

As part of the daily schedule, the nanny provides children with a morning snack, lunch, and afternoon snack. All meals also include drinks (water from the water main). Meals are provided by the Jahoda private preschool. Meals are daily imported by the Ekolandia company in thermos containers and served in a lunch room, operated by the Jahoda private preschool. Lunch consists of a soup, served in bowls, and a main dish, served on a plate.

The nannies pay attention to the meal being sufficiently warm or cold for the children. The nannies ensure children have sufficient fluid intake.



Unconsumed served meals are thrown away. Only children and caretakers can eat in Jahůdkové jesličky, no one else is allowed to use the meal services.

4.8. SANITARY FACILITIES

The facility is equipped with three toilets, three washbasins, a plastic sink with a grate, and a shower cubicle. The sanitary equipment also includes containers for paper towels. The washbasins are equipped with thermostatic batteries, regulating the water temperature. There are potties, a changing table and a covered pedal bin with a disposable insert in the classroom.

In the hallway, there are containers for recycled and mixed waste, which are being emptied every day. There are dustbins in front of the building. They are being emptied twice a week by external companies.

The premises are regularly cleaned every day after the end of business hours. The premises comply with the hygiene and fire protection regulations. Preventive fire protection control takes place regularly 1x year. The control of fire extinguishers is carried out 1x year by an external company which offers fire protection services.

There is a first aid kit in Jahůdkové jesličky, which is always immediately refilled when needed and regularly checked by the Jahůdkové jesličky staff. All electrical appliances are regularly checked and controlled in accordance with the legal standards. All the premises used for working with children and the provided services, as well as operational premises of the facility have a certificate of occupancy and are used in accordance with the certificate of occupancy.

The nannies air the premises of the nursery every morning and during the day according to the current needs. The nannies are responsible for an adequate lighting of the premises.

4.9. CLOSURE OF THE NURSERY

The provider reserves the right to temporarily close Jahůdkové jesličky in case of an emergency, especially in case of a natural disaster or energy supply cut.

4.10. OTHER INFORMATION

Drinking water is provided from the public water main. Heat and warm water are provided by Pražská teplárenská a.s. Waste water is piped away through public sewage system.

It is strictly forbidden to smoke and consume alcohol and other addictive substances in the entire facility.



5. FINAL PROVISIONS

All employees of JAHODA, o.p.s., children in the children's group and the parents of the children who attend Jahůdkové jesličky are obliged to familiarise themselves with these Internal Rules and observe them. Everyone is informed about any changes to the Internal Rules. Newly hired employees will familiarise themselves with the Internal Rules before signing the employment contract. The Internal Rules can be found on the website at any time, and also on the notice board in Jahůdkové jesličky, in front of the building entrance. Every parent will receive the Internal Rules together with signing the Agreement. The manager of Jahůdkové jesličky or an authorized employee inspects the observance of the Internal Rules.

In Prague on _____ 2019

In Prague on _____ 2019

On behalf of JAHODA, o.p.s.

Legal Representative

Annex No. 3 – CONSENT TO PERSONAL DATA PROCESSING

The public benefit organization **JAHODA, o.p.s.**, based in Vybíralova 969/2, Černý Most, 198 00 Praha 9, ID No. (IC): 67363300, registered in the Register of Public Benefit Organizations maintained by the Municipal Court in Prague, Section O, Insert 1283 (hereinafter referred to as "**Jahoda**"), as the administrator of personal data would like to inform **parents and children** (hereinafter also referred to as „**data subjects**“) in which manner and to which extent their personal data will be processed by Jahoda, including the extent of their rights related to personal data processing by Jahoda.

1. WHICH OF YOUR PERSONAL DATA IS PROCESSED BY JAHODA?

In accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation; hereinafter referred to as the "**Regulation**") and in accordance with the applicable national legislation on personal data protection, Jahoda processes the following personal data:

- (a) **address and identification details of the children in the children's group, their legal representatives and persons who are authorized to collect them** (name/names, surname, birth number, date of birth, address of the place of residence of the child; name/names, surname of the parents, address of at least one parent, if different from the address of the place of residence of the



- child; name/names, surname and address of the person authorized by parents to collect the child; telephone number and e-mail of the parent);
- (b) **other details of the children** (such as the health insurance company, citizenship, information about the time period the child spends in the children group each day);
 - (c) **confidential information of the children** (medical state of the child and possible restrictions resulting from it, which could affect the provision of childcare services in the children's group, or alternatively information that the child underwent the compulsory periodic vaccination, they have a proof that they are immune against infection or that they are unable to undergo vaccination due to permanent contraindication);
 - (d) **descriptive data of the children and their legal representatives** (visual, audio or audiovisual recordings of children and their legal representatives).

Jahoda processes personal data only in accordance with the purposes stipulated below and to the extent and for the time period necessary to fulfil these purposes.

2. FOR WHICH PURPOSES AND ON WHICH LEGAL GROUNDS DOES JAHODA PROCESS YOUR PERSONAL DATA?

a) Ensuring the rights and obligations related to providing childcare services in a children's group, keeping a record of children in the children's group

- Processing of personal data to the extent – *name/names, surname, social security number, date of birth and the address of the place of residence of the child; name/names, surname of the parents and the address of the place of residence of at least one of the parents, if different from the address of the place of residence of the child; name or name, surname and the address of the place of residence of the person authorized by the parents to collect the child; phone number and e-mail of the parents, health insurance company of the child, the child's citizenship, information about the time period the child spends in the children group each day, medical state of the child and possible restrictions resulting from it, which could affect the provision of childcare services in the children's group, or alternatively information that the child underwent the compulsory periodic vaccination, they have a proof that they are immune against infection or that they are unable to undergo vaccination due to permanent contraindication* – is necessary in order to **perform the Agreement** on providing childcare services in a children's group and to **fulfil the legal obligations** stipulated by the Act No. 247/2014 Sb., on providing childcare services in a children's group, as amended.



b) Identifying and contacting legal representatives of the child or other persons authorized to collect the child from the children's group

- Processing of the personal data of the legal representatives of the child or other persons to the extent – *name, surname, telephone number, e-mail address* – is necessary in order to **perform the Agreement** on providing childcare services in a children's group.

c) Protecting rights in case of a potential dispute

- Jahoda processes the personal data of the legal representative of the child to a limited extent, which is necessary for the purposes of the **rightful interests** of Jahoda, which consist in ensuring the protection of Jahoda's rights in case of a potential dispute.

d) Sending newsletters (business messages)

- Jahoda processes the personal data of the legal representative of the child to the extent – *e-mail address* – for the purposes of the **rightful interests** of Jahoda, which consist in sending information about its operations and other related offers, as well as sending other business messages related to Jahoda's activities via electronic means in accordance with the Act No. 480/20014 Sb., on certain information society services, as amended. If the legal representative of the child wishes to no longer receive the newsletter, they can unsubscribe at any time by clicking at the link in the business message or by sending an unsubscription request at: info@jahoda.cz

e) Making audio, visual or audiovisual recordings of the children and their legal representatives for the purposes of promoting Jahoda.

- In order to promote Jahoda and its activities in the annual report, yearbook, published PR materials, on Jahoda's website, social network sites, and on Jahoda's notice board, Jahoda collects and processes the personal data of the data subjects to the extent – *photography, audio and video recordings* – on the basis of a voluntarily given **consent to personal data processing**.
- The data subject can withdraw this consent to personal data processing at any time, in person on the below stated address of Jahoda or in writing by delivering a notice to the below stated contact details. The consent withdrawal does not affect the lawfulness of the processing based on the consent before its withdrawal. The consent withdrawal does not affect the processing of the personal data which Jahoda processes on other legal grounds than the consent (such as performing the Agreement or legal obligations).

3. WHO RECEIVES YOUR PERSONAL DATA?

For the purposes listed above, apart from Jahoda and its employees, personal data can be processed by Jahoda's partners as well. The external partners who can process your personal data are carefully chosen by Jahoda, who entrusts your data only to such partners who can provide a sufficient guarantee that appropriate technical and organisational measures are in place, to ensure that the personal data cannot be destroyed



accidentally or unlawfully, get lost or altered, and that the transferred, saved or otherwise processed personal data cannot be accessed without authorization.

Other subjects who can access your personal data now or potentially in the future are:

- persons who provide technical operation of a certain service for Jahoda or the providers of the technology which Jahoda uses for these services;
- persons to whom Jahoda provides the data for the purposes of accounting and economic consultancy.
- a lawyer for the purposes of defending Jahoda's rights.

On the basis of the applicable law, Jahoda is also obliged to pass some of your and your child's personal data to the entities authorized by law (e.g. the health insurance company of the child, the Ministry of Labour and Social Affairs), as well as to government authorities, courts, bailiffs, and law enforcement authorities in criminal proceedings in connection with any administrative, criminal and civil litigation.

4. FOR HOW LONG DOES JAHODA PROCESS YOUR PERSONAL DATA?

- Jahoda processes your personal data only during the child's attendance in the children's group and also after its termination for a period of time necessary for securing the mutual rights and obligations resulting from the Agreement on providing childcare services in a children's group and also for a period of time stipulated by the relevant legislation, especially Section 11 Subsection 5 of the Act No. 247/2014 Sb., on providing childcare services in a children's group and on amendment of selected laws, as amended, for three years after the provision of childcare services in a children's group was terminated. Personal data, whose processing no longer has a purpose, is immediately and irreversibly destroyed.
- In the event that Jahoda processes personal data on the basis of your consent, the personal data will be processed for the period specified in the consent, i.e. while the child attends the children's group and for 1 following year, or until the consent is withdrawn.

5. WHAT ARE YOUR RIGHTS IN RELATION TO THE PROCESSING OF PERSONAL DATA BY JAHODA?

In relation to your personal data as a data subject you have the following rights:

- **The right to withdraw your consent to personal data processing at any time** (if the processing is based on consent);
- **The right to access personal data** (the right to request information on whether personal data related to you is or is not being processed by Jahoda, and if so, you have the right to gain access to such personal data and other information pursuant to Article 15 of the Regulation);



- **The right to transfer personal data** (the right to obtain personal data related to you in a structured, commonly used and machine-readable form, and the right to transfer this data to another administrator; also the right to request for the personal data to be transferred by one administrator themselves onto another administrator, if technically feasible)
- **The right to alteration** (the right to request that Jahoda alter the inaccurate personal data related to you without undue delay);
- **The right to limit processing** (the right to request that Jahoda limit the processing of personal data, e.g. in the case of exercising the right to alteration, Jahoda verifies the accuracy of personal data; or in case Jahoda processes your personal data unlawfully, but you do not wish to delete it);
- **The right to deletion** (the right to request that Jahoda delete your personal data without undue delay, for example if the personal data is no longer needed for the purposes for which it was collected, or if you withdrew the consent on the basis of which Jahoda processed your personal data and there are no other legal grounds for further processing, or if Jahoda processed your personal data unlawfully);
- **The right to object** (the right to request that Jahoda stop processing your personal data on the legal grounds of a legitimate interest);
- **The right to submit a complaint to:**
 - The Office for Personal Data Protection**
 - Address: Pplk. Sochora 27, 170 00 Praha
 - 7 Tel.: 234 665 111 web: www.uoou.cz

6. HOW CAN YOU CONTACT JAHODA?

In case of any questions regarding the processing of your personal data or the above stated rights, you can contact Jahoda in writing at **Vybíralova 969/2, Černý Most, 198 00 Praha 9** or by phone at **+ 420 281 916 352** or by e-mail: info@jahoda.cz.

In Prague on ____/ ____/ 2019

Legal Representative



Annex No. 4 – CONSENT TO PERSONAL DATA PROCESSING OPERATIONAL

I, signed below,

_____, date of birth _____, address

hereby grant the public benefit organization **JAHODA, o.p.s.**, based in Vybíralova 969/2, Černý Most, 198 00 Praha 9, ID No. (IC): 67363300, registered in the Register of Public Benefit Organizations maintained by the Municipal Court in Prague, Section O, Insert 1283 (hereinafter referred to as "**Jahoda**"), consent with processing my personal data and the personal data of my child: _____, date of birth: _____, address _____

under the conditions stipulated below:

The data, which Jahoda will process on the basis of your consent, will include **photographs, audio and video recordings.**

Jahoda will make and publish the above stated personal data in order to promote Jahoda and its activities in the annual report, yearbook, published PR materials, on Jahoda's website, social network sites, and on Jahoda's notice board.

I am aware that the consent is voluntary and can be withdrawn at any time.

I am also aware that the consent is valid while the child attends the children's group and for 1 following year, or until the consent is withdrawn by me.

By granting this consent, I confirm that I familiarized myself with the *Information on Personal Data Processing* and that I was informed how my and my child's personal data will be processed by Jahoda. I also declare that I was informed about my rights and I was informed that I can access the current version of the *Information on Personal Data Processing* at any time on the website of Jahoda www.jahoda.cz.

In Prague on ____/ ____/ 2018



Evropská unie
Evropský sociální fond
Operační program Zaměstnanost

Legal Representative