



Little Daisies
 Bilinguale Kindertagesstätte



Daycare Contract

This contract is between:

Mailing address:

Little Daisies GmbH
 Seeriederstr. 2
 81675 München

Little Daisies
 Kirchenstr. 38
 81675 München

and **Parent(s) or Legal Guardian(s)**

Address

City and Zip Code

Telephone Mobile phone

Email

for the care provided for

..... Date of Birth

(Child's Name)

1) Contracted Hours of Care

The care of the child named above shall begin on the **1st of September 2023** and take place at Little Daisies daycare located at Seeriederstr, 2, 81675 in Munich. Unless this contract is cancelled according to the policies detailed below, this contract is valid:

- a) Through August 31 in the year in which the child turns 3 years of age. In the situation where the child's birthday falls between October 1 and December 31, the contract remains valid through August 31 in the year after the child's third birthday. A trial period is not possible.

Childcare shall be provided in accordance with the booking document (Appendix 1), which is an integral part of the contract:

- | | |
|------------------------|-------------------------------------|
| Booking category >3-4h | <input type="checkbox"/> |
| Booking category >4-5h | <input type="checkbox"/> |
| Booking category >5-6h | <input type="checkbox"/> |
| Booking category >6-7h | <input type="checkbox"/> |
| Booking category >7-8h | <input checked="" type="checkbox"/> |
| Booking category >8-9h | <input type="checkbox"/> |
| Booking category >9h | <input type="checkbox"/> |

Pick-up and drop-off times must be coordinated with the staff of Little Daisies and must be adhered to. Parents must inform at least one member of the Little Daisies staff if they want to pick up their child early or drop off their child late. The children are handed over only to the parents / guardians or a person authorized by them (Annex 2)

2) Costs

1. Childcare costs and meal fees

The childcare fee is **128 Euro** per month. It is possible to apply for a fee reduction under certain conditions, please see Annex 10 for this.

In addition, there is a monthly fee of **90 Euro** for meals. Meal participation is obligatory for all children. The provider can increase or decrease the monthly costs for lunch each year. The legal guardians have a special right of termination in the event of an increase that is significantly greater than the increase in the cost of living.

2. Payments of both the childcare fee and the meal fee must be made to Little Daisies in advance, no later than the third day of the month. Childcare and meal fees must be paid in full during the adjustment period. The fees stipulated in this contract are calculated on an

annual basis and are due even if a child does not attend Little Daisies due to illness, travel, holidays or absences due to any other circumstances. Parents cannot be compensated for missed days.

3. Second / third-sibling child reduction and reduction based on income

In the Little Daisies creche you can apply for a reduction of the childcare fees due to siblings who are looked after at Little Daisies or in other day care centers. Further information on this is given to the parents after the sign of the contract. A reduction can also be requested on the based on the income. This is explained in detail in Annex 10.

Parents who want to apply for a second or third-sibling child reduction must submit the application for the second or third child and the necessary proof to the institution by the latest on 28.02 of the year following the relevant childcare year (exclusion period). The application for this reduction is to be completed, for each child, for each year by the guardian or person responsible for the child and given to the administration team of the center. The sibling child reduction will not be taken into account as of the 1st of the month in which the conditions no longer apply. Should there be any changes the responsible person or guardian must immediately notify Little Daisies.

4. Deposit

Upon the admission of a new child at Little Daisies, a deposit equal to three times the childcare fee (not including sibling or income reduction) is due. The deposit shall be returned without interest when the child leaves Little Daisies. Little Daisies shall be entitled to keep the deposit, or part of it, should part or all of the childcare fees or the meal fees fail to be paid.

5. Direct debit

The contributions and the deposit will be debited by direct debit. The direct debit authorization (Annex 11) is part of the contract.

3) Closing times/Holidays

1. Little Daisies is closed every Saturday, every Sunday and on all Bavarian holidays. In addition, Little Daisies is closed from December 23 through January 7, from August 13 through August 31 and the day before and after the public Easter holiday of each year. The vacation dates can be altered if necessary.
2. There could also be a need for 5 more additional closure dates due to operational reasons or special circumstances. Any such closure will be announced in advance in a written form to parents.
3. Parents should inform the staff of Little Daisies of any other days the child will be absent due to holidays as early as possible.

4) Adjustment period

The child begins their time at Little Daisies with a settling in process. The length of the adjustment period depends on the welfare of the child, and is at the discretion of the

crèche management. During this period, a parent or guardian must be available to stay with the child in the crèche or to pick up the child at any time.

5) Absence due to illness of the child

1. The child may not attend the childcare when they are ill or when they are recovering from an illness, such as when they have a contagious disease or illness accompanied by fever. A child must be symptom free for 24 hours before they may return to the crèche.
2. When symptoms of illness arise while the child is at the crèche, a parent must immediately come to get the child. The crèche management shall decide whether a child must be picked up from the crèche or whether a child must be denied entry to the crèche.
3. Pre-existing illnesses and new illnesses which are discovered while attending the crèche, including possible allergies, must be reported to the manager of the crèche.
4. When a child will not attend the crèche due to illness, the manager of the crèche must be informed by 9 a.m. on the day of the absence.
5. The crèche personnel are required to seek medical treatment (if necessary, an emergency doctor) in the event of an accident or suddenly occurring illness, and in such cases will immediately contact the parents. A copy of the child's immunization record is to be provided and kept updated. A copy of a child's insurance card as well as the child's doctor's name and contact information must be as well provided. Written permission to seek medical treatment in the event of an accident or suddenly occurring illness must also be signed.
6. The document, Infection Protection Act (§ 34, Abs. 5 S. 2), has been given to the parents.

6) Insurance

1. The children are insured against accidents while at the crèche, while on the direct route between the crèche and their home, and while on Little Daisies field trips.
2. Little Daisies is not responsible for the damage or loss of clothing and other personal items which are brought to the center.
3. The parents of children who are admitted to the crèche are required to have health insurance as well as a family liability insurance policy.

7) Parent involvement

1. The participation of parents is appreciated during field trips, festivals and other events. The parent board coordinates this participation. The parent board is also responsible for bringing concerns raised by parents to the managers of the crèche. The managers of the crèche schedule three parent evenings per year.

8) Additional terms of agreement

1. Parents are obligated to drop off their child by 9 am and to be punctual when picking up their child. Core time, when all children must be present, is from 9 am to 11:30 am.
2. Little Daisies takes over the responsibility for supervision of the child when the child is given over to a staff member. Little Daisies' responsibility ends when the child is returned to his or her parent (or another person authorized to pick up the child). During activities in which parents participate, whether inside or outside the crèche, the parents are responsible for the child's supervision.
3. The crèche must be informed in writing form who is allowed to pick up the child. Siblings under the age of 14 should not be given the duty of picking up a child from the crèche. Whoever brings the child to the crèche is required to notify the crèche personnel on duty that the child is there. Similarly, parents or other authorized person picking up a child must notify the crèche personnel that they are there to get the child.
4. Parents are required to make sure that their children are properly dressed for activities in the crèche and have weather appropriate clothing. Multiple changes of clothing are to be available at all times. To avoid accidents, it is recommended that children do not wear jewelry while they are at Little Daisies.
5. Little Daisies undertakes to always act in the best interests of the child and to educate and support the child as far as possible in consultation with the parents or guardians.
6. Any event that could influence the care of the child in any way must be reported by Little Daisies to the parents, or by the parents to Little Daisies.
7. If the daycare operation is interrupted for some time due to circumstances for which Little Daisies GmbH is not responsible (natural disasters, breakdown of electricity, gas or water supply, etc), the childcare fee must still be paid in full as long as the personnel as well as rental costs for Little Daisies GmbH remain and the damage is not covered by the insurance.
8. The parental contribution is furthermore to be paid in the case of official prohibitions to enter and/or care for children, in particular in the case of the following paragraphs of the Infection Protection Act (IfSG):
 - § 28 Protective measures, para. 1
 - § 20 Protective vaccinations, para. 9
 - § 34 Health requirements, duty to cooperate, tasks of the health authority, para. 1 sentence 2, para. 2, para. 3if and insofar as these are not the responsibility of the facility. Insofar as third parties (e.g. state, municipality) provide substitute benefits which are paid to the institution instead of the ongoing contribution payments and the institution makes use of this, the obligation of the contribution debtor to pay no longer applies to the extent of these substitute benefits provided.
9. Information from parent teacher talks and developmental checklists done on the children may be documented and shared among team members.

9) Cancellation of the child care contract by the parents

1. In order to withdraw a child from Little Daisies, the management of the crèche must receive written notification at least three months (to the end of the month) in advance of the child's last day in the crèche. Because of standing summer and Christmas holiday breaks, it is not possible to cancel this contract with an effective date of July 31 or November 30. The monthly childcare fee must be paid during the remaining period even if the child leaves the program before the end of the notification period. If a child leaves the program before the end of the notification period, financial subsidies from the state might get lost. If this is the case, the parents have to reimburse Little Daisies for that loss.
2. If the child's living arrangement changes, and the child is therefore no longer officially registered in the city of Munich, the parents of the child must clarify whether the family welfare authority in the child's new domicile will take over the payment of financial aid for the child. If the child relocates to a place that does not provide this financial aid, this contract ends on the last day of the month in which the child is registered as a resident of Munich. The parents are required to inform Little Daisies without delay if a child is no longer registered as a resident of Munich. If public funding is reclaimed due to the failure of the parents to report the change in time through no fault of the Little Daisies, the legal guardians are obligated to compensate for the damage incurred.

10) Cancellation of the child care contract by the Little Daisies GmbH

This contract can be canceled by Little Daisies with a notification period of 14 days. A cancellation of the contract by Little Daisies must be made in writing and must come from the management of Little Daisies. Reasons for cancellation could include the following:

1. An unexcused absence lasting more than two consecutive weeks
2. An unpaid balance of the childcare or the meal fee that remains overdue more than one month despite a written reminder
3. Financial aid no longer being provided
4. Irreconcilable differences between crèche personnel and parents over the educational concept and/or the program tailored to meet the child's needs that arise despite an attempt to resolve the differences by holding a scheduled meeting

A contract termination without notice for important reasons can also occur. Such an important reason exists when circumstances arise that make an immediate end to the contract irrefutable and when allowing the contract to continue through a notification period is unacceptable. Such reasons include, but are not limited to

1. The child is picked up considerably late on numerous occasions, even though Little Daisies has addressed this matter with the parent, and as a result the crèche is repeatedly unable to close at its usual closing time.
2. The parent or guardian causes a breach in the mutual trusted cooperation between themselves and Little Daisies through insult, libel, assault or other unacceptable behavior.

3. No proof of vaccination or proof of immunity against measles is available as of the child's first birthday (basis: Measles Protection Act).

If the parent or guardian is responsible for such termination without notice, the obligation to pay costs shall continue until the expiry of the ordinary notice period on the part of the parent or guardian.

11) Final provisions

1. Parents are required to inform Little Daisies in writing of any changes affecting this contract, including the name or address of the child.
2. The parents empower each other to receive all statements and notices, which arise in connection with this service agreement.
3. The parents assure that their main domicile is in the city of Munich. If this is not the case, it is their responsibility to provide Little Daisies with a declaration to bear costs (Kostenuübernahmeerklärung) from their community of residence.
4. The laws of the Federal Republic of Germany apply to this contract with the exception of the Kollisionsregelung (collision regulations).
5. Should any provision of this contract be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. Ineffective or missing provisions shall be replaced by such provisions which legally and economically come closest to the intention of the parties expressed in this contract.
6. This contract has been issued in both German and English. Only the German one is legally binding.

Location, Date

Locaiton, Date

Signature Parent or legal Guardian

Signature Parent or legal Guardian

Munich,XXX

(Location, Date)

Signature Little Daisies CEO

Booking form for

Child's first & surname

Date of birth

Booking times (for the information of Little Daisies):

Days of the week	Drop off time	Pick up time
Monday	from 8:00am to 9:00am	from 3:30pm to 4:00pm
Tuesday	from 8:00am to 9:00am	from 3:30pm to 4:00pm
Wednesday	from 8:00am to 9:00am	from 3:30pm to 4:00pm
Thursday	from 8:00am to 9:00am	from 3:30pm to 4:00pm
Friday	from 8:00am to 9:00am	from 3:30pm to 4:00pm

This results in the following as a binding booking time category

Date	Booking category
Booking from 1.9.2023	>7 to 8 hours

I certify that the above information is true and correct. I will notify you of any changes without delay.

Location, Date

Signature Parent or legal Guardian

Signature Parent or legal Guardian

Attachment 2

People other than a parent authorized to pick up the child

I/we hereby authorize the following people to pick up

my/our child _____

from Little Daisies. In case we are unable to reach you in an emergency, at least one person needs to be listed below.

Full name, address, and telephone number

This authorization is valid from _____(date) until it is revoked in writing.

Location, Date

Signature Parent / Legal Guardian

Signature Parent / Legal Guardian

Authorization for a Child to be Transported in a Vehicle or by Public Transportation

I/we hereby agree to allow Little Daisies to transport

my/our child _____

in the event of an emergency or on an agreed upon field trip, in a vehicle driven by a Little Daisies GmbH staff member or on public transportation. I have been informed about the risk of accident that could occur on public transportation due to the lack of seat belts.

This authorization is valid from _____ (date) until it is revoked in writing.

Location, Date

Signature Parent / Legal Guardian

Signature Parent / Legal Guardian

Attachment 4

Emergency Medical Care

I hereby give my permission for Little Daisies to have my child treated by a healthcare professional in the case of an emergency.

Location, Date

Signature Parent / Legal Guardian

Signature Parent / Legal Guardian

Note: You can exercise your right to object at any time without giving reasons and modify or completely revoke the declaration of consent given with effect for the future.

Photo sharing / video sharing

Name of the child: _____

We agree that (please mark with a cross where applicable)

- Photos of our child may be taken as a reminder of our time at the daycare center.
- Photos of our child may be displayed in the facility.
- Photos and videos of our child may be shown at the parents' evening as illustrative material.
- Photos and videos may be uploaded to the password-protected area of the website (photo gallery).

Note: Photos and videos on the password-protected area (image gallery) can be downloaded and processed by all authorized persons. Authorized persons are the legal guardians whose child(ren) attend the Little Daisies facility and the Little Daisies team. Videos are uploaded to the online platform "OneDrive" and made available via a link on our password-protected web gallery. Their current privacy policy can be found at <https://privacy.microsoft.com/de-de/privacystatement>

- F
- Photos of our child that are in the monthly newsletter or on presentations for parent-teacher conferences may be sent internally to parents via email.
- Video recordings of our child in play situations may be recorded and displayed for case discussions within the daycare team.

Note: The recordings for the above purposes will be deleted at the latest when your child is no longer registered at our facility. Earlier deletion at your request is always possible

- Photos of our child may be shown at open days (as part of a presentation at the facility or via video conference).

You can exercise your right to object at any time without giving reasons and modify or completely revoke the declaration of consent given with effect for the future.

Location, Date

Signature Parent / Legal Guardian

Signature Parent / Legal Guardian

Does your child have food intolerances, allergies, or other health issues we should know about? ***

*** If your child has asthma, diabetes or other chronic illnesses, or has allergies or life-threatening conditions we will need written instructions from the doctor. These include the name of the allergy or condition, symptoms to watch for, and instructions on what to do if it occurs.

You can exercise your right to object at any time without giving reasons and modify or completely revoke the declaration of consent given with effect for the future.

Location, Date

Signature Parent / Legal Guardian

Signature Parent / Legal Guardian

Procedure in the event of a tick bite during a visit to the daycare center

Ticks can transmit numerous diseases - especially Lyme disease and TBE. The transmission of TBE viruses begins a short time after the bite, as the virus is located in the salivary glands of the tick. However, the risk of longer lasting transmission of Borrelia (bacteria) also increases the longer the sucking process continues. Therefore, it is urgently recommended to remove the tick as soon as possible after discovery (according to the Robert Koch Institute, the Competence Center for Lyme disease, the Federal Association of German Internists, the Professional Association of Pediatricians and Adolescent Physicians, among others).

Our facility therefore provides the following procedure in the event that a caregiver discovers a tick infestation on a child:

- 1) Daycare staff will remove the tick with tick tongs or cards immediately upon discovery. Then, daycare staff will mark the bite with a circle and notify the parents to specifically observe the bite. If the parents notice any changes (e.g., a circular redness at the puncture site or elsewhere on the body), they should see a physician immediately.
- 2) Under special circumstances - for example, if the tick is in the intimate area or in a hard-to-reach location, daycare staff will not remove the tick themselves, but will call the parents to pick up the child to arrange for the tick removal themselves.
- 3) Subsequently, the parents will declare whether they agree with this procedure.
- 4) If the parents or guardians cannot be reached, or if their will is exceptionally unknown to the facility, the daycare staff will act in the interest of the child's health and take the child to the doctor immediately.
- 5) If the parent or guardian objects to the described procedure, the daycare staff will proceed as follows: Upon discovery of a tick, daycare staff will immediately notify the parent or guardian by telephone so that they may remove the tick themselves or have it removed by a physician. If the parents or guardians cannot be reached, section 4 applies here as well, unless the parents have expressed a different wish.

I/we have taken note of the information on the procedure for tick bites and I/we agree with it. In particular, I/we expressly declare my/our consent that the daycare center staff - as described in advance - remove the tick themselves immediately after discovery.

Name of the child: _____

Location, Date

Signature Parent / Legal Guardian

Signature Parent / Legal Guardian

! Please fill in the following only if you have not already agreed / signed above!

I/we have taken note of the information on the procedure for tick bites.

I/we object to tick removal by daycare center staff and consent to the procedure provided for this case according to item 5).

In case you can't be reached:

The staff is entitled to act at its own discretion in accordance with item 4)

point 4) does not apply. I/we will pick up the child immediately after becoming aware of the incident and pick up the child immediately after being informed of the incident and take care of everything else myself.

Name of the child: _____

Location, Date

Signature Parent / Legal Guardian

Signature Parent / Legal Guardian

Attachment 8

Sharing of personal information with the Little Daisies Parents/ Parent board

I hereby give my permission to have the following personal information shared with the other parents at Little Daisies (please fill in only the information which you are willing to share).

Child's Name: _____

Child's Birthdate: _____

Mom's Name: _____

Mom's Cell Phone Number: _____

Mom's Email address: _____

Dad's Name: _____

Dad's Cell Phone Number: _____

Dad's Email Address: _____

Home Address: _____

Home Phone Number: _____

Location, Date

Signature Parent / Legal Guardian

Signature Parent / Legal Guardian

Attachment 9

Details regarding the child's primary pediatrician and their medical insurance coverage.

Name of Child's Primary Pediatrician: _____

Doctor's address: _____

Doctor's telephone number: _____

Name of Child's Medical Insurance Company: _____

Child's medical insurance number: _____

Determination of income-dependent tuition rates based on the sliding fee scale in the Crèche

Little Daisies Daycare participates in the Munich Funding Formula, therefore parent fees are tiered based on income. Parents and legal guardians can therefore receive a reduction if they

- earn less than 80,000 euros per year,
- are currently receiving social benefits,
- live in a shared accommodation,
- care for foster children or children in care, or
- are in a socio-educational emergency situation
- Receive child allowance or housing benefit,
- are residents of a mother/father-child facility or women's shelters.

The Central Fee Office of the Department of Education and Sports assists in checking the requirements for a reduction by calculating income. For this purpose, the legal guardians fill out the application for income calculation for the respective daycare year. Little Daisies Kinderkrippe checks the applications for completeness, signs them and submits them to the Central Fee Office (Department of Education and Sports, City of Munich).

This office determines the relevant income and reports it back to the legal guardians and to Little Daisies.

Little Daisies then independently reduces the parents' fees. If necessary, Little Daisies can set the fee provisionally and claim it in the down payments.

SEPA direct debit mandate

Creditor identification number: DE11ZZ00000461588

Mandate reference: XXX

I/we hereby authorize Little Daisies GmbH,

- a) to pay the monthly child care costs
- b) the monthly lunch money
- c) the one-time deposit

by means of a direct debit. At the same time, I instruct my credit institution to honor the direct debits drawn on my account by Little Daisies GmbH. The collection of a), b) will take place between the 1st and 3rd day of a month, c) will be debited two weeks after the conclusion of the contract. If the account does not have the required coverage at the time of collection, the costs incurred by Little Daisies GmbH due to the refusal of payment by the account-holding institution will be borne by the account holder. The direct debit authorization is valid until my/our revocation.

Note: You can request a refund of the debited amount within eight weeks, starting from the debit date. The conditions agreed with your bank apply.

First name and surname:

Street and house number:

Postal code and city:

Credit institution:

BIC:

IBAN:

Date & Signature Account holder I

Date & Signature Account holder II

Name of the Account holder I

Name of the account holder II

Preservation of company and social secrecy by parents when visiting the child day care facility

In the course of its pedagogical work, the daycare center gains a lot of insight into the person and family of the children it admits. When collecting, processing and using this child and family data, it must maintain social secrecy (§ 35 SGB I*) and observe the relevant social data protection provisions.

Parents are also involved in this legal framework if they

- 1) accompany your child during the settling-in phase at the daycare center,
- 2) visit the daycare center (observation) to get to know the daily pedagogical routine or a specific offer (e.g. pre-course), or
- 3) actively support the pedagogical team in their work with the children (e.g. cooperation in projects, commitment as a reading mentor, going on excursions, conducting parent workshops for children, regular/irregular cooperation in the childcare service).

Parents are obliged to maintain confidentiality with regard to personal data which they obtain about other children and their families during the above-mentioned activities in the day care center through

- 1) conversations, e.g. with the children,
- 2) own observations and impressions and their evaluations or
- 3) insights into children's files, which they obtain when working in the childcare service.

The duty of confidentiality also applies to personal information about the pedagogical staff as well as to operational and business data of the daycare center and the provider that is neither generally known nor obvious. Parents are liable to prosecution if they violate their duty of confidentiality. In such cases, the daycare center and the sponsor reserve the right to terminate the parents' further cooperation.

I hereby undertake to maintain confidentiality with any third parties concerning

- (1) all social data that has become known to me about other children and their families in the course of my work at the day care center,
- (2) all non-public operational and business data that I have learned about the day care center and its provider.

Location, Date

Signature Parent / Legal Guardian

Signature Parent / Legal Guardian

Declaration of consent for observations within the scope of supervisions

Little Daisies regularly conducts supervision sessions for team development by trained professionals (e.g. psychologists, social pedagogues). In the course of observing the staff in their daily work (for example, during pedagogical activities, meal or sleep situations), it may happen that individual children are "observed" as well.

Of course, all observations are subject to confidentiality. Nevertheless, we would like to ask for your consent for our team supervision.

I hereby declare my consent to team development supervision by trained professionals (e.g. psychologists, social pedagogues), in the context of which observations of my child could also take place.

You can exercise your right of objection at any time without giving reasons and modify or completely revoke the declaration of consent given with effect for the future.

Location, Date

Signature Parent / Legal Guardian

Signature Parent / Legal Guardian

Self-commitment statement for the parent visit to Little Daisies

Declaration according to § 72a SGB VIII

I affirm,

1. that I have not been convicted by a final court decision of any criminal offense under sections 171, 174 to 174c, 176 to 180a, 181a, 182 to 184f, 225, 232 to 233a, 234, 235 or 236 of the German Criminal Code (StGB); and
2. that I currently have no legal proceedings or preliminary proceedings pending against me for an offense under Sections 171, 174 to 174c, 176 to 180a, 181a, 182 to 184f, 225, 232 to 233a, 234, 235 or 236 of the German Criminal Code (StGB).

I will inform immediately if a corresponding investigation or judicial proceedings have been initiated against me. In the event of failure to do so, I am informed that this may result in termination without notice.

Location, Date

Birth date Parent / Legal Guardian

Birth date Parent / Legal Guardian

Signature Parent / Legal Guardian

Signature Parent / Legal Guardian

The following page of this statement lists Sections 171, 174 through 174c, 176 through 180a, 181a, 182 through 184f, 225, 232 through 233a, 234, 235, or 236 of the Criminal Code /StGB) with their respective official headings.

*List of the paragraphs of the Criminal Code (StGB) mentioned in § 72a SGB VIII
with the official headings*

- §171 StGB Violation of the duty of care or upbringing
- §174 StGB Sexual abuse of protected persons
- §174a StGB Sexual abuse of prisoners, persons in custody of the authorities or sick persons and persons in need of help in institutions
- §174b StGB Sexual abuse taking advantage of an official position
- §174c StGB Sexual abuse taking advantage of a counselling, treatment or care relationship
- §176 StGB Sexual abuse of children
- §176a StGB Serious sexual abuse of children
- §176b StGB Sexual abuse of children resulting in death
- §177 StGB Sexual coercion, rape
- §178 StGB Sexual coercion and rape resulting in death
- §179 StGB Sexual abuse of persons incapable of resistance
- §180 StGB Promotion of sexual acts of minors
- §170a StGB Exploitation of prostitutes
- §181 StGB Pimping
- §182 StGB Sexual abuse of juveniles
- §183 StGB Exhibitionistic acts
- §183a StGB Agitation of public nuisance
- §184 StGB Distribution of pornographic writings
- §184a StGB Distribution of violent or animal pornographic writings
- §184b StGB Distribution, acquisition and possession of child pornographic writings
- §184c StGB Distribution, acquisition and possession of juvenile pornographic writings
- §184d StGB Distribution of pornographic performances through broadcasting, media or teleservices
- §184e StGB Practice of prohibited prostitution
- §184f StGB Prostitution harmful to minors
- §225 StGB Maltreatment of protected persons
- §232 StGB Trafficking of human beings for the purpose of sexual exploitation
- §233 StGB Trafficking of human beings for the purpose of labor exploitation
- §233a StGB Promotion of trafficking in human beings
- §234 StGB Kidnapping
- §235 StGB Deprivation of minors
- §236 StGB Trafficking of children

Privacy policy of the Little Daisies GmbH

The present information pursuant to Art. 13 et seq. DSGVO on data protection serve the information obligation when collecting personal data in the context of pre-registration and when concluding a care contract.

• *1. Name and contact details of the responsible person:*

Little Daisies GmbH
Seeriederstr. 2
D- 81675 Munich
Phone: 0173-1793436
E-mail: cornelia.ottersbach@littledaisies.com
(hereinafter "Little Daisies", "we", "us").

• *2. Contact details of the data protection officer:*

Nina Wernthaler
nina.wernthaler@littledaisies.com

3. Purposes for which the personal data are to be processed and the legal basis for the processing:

3.1 Data processing to conclude a contract or to fulfill the contract concluded between you and us (Art. 6 para. 1 lit. b) DS-GVO).

In order to conclude a contractual relationship or to fulfill the existing contractual relationship, in particular the care contract, to provide services owed and to send you contractual documents, we, as well as third parties or order processors commissioned by us, process the following data from you, insofar as you have provided us with this data when concluding the contract or in the course of the contractual relationship or in the course of registration:

- Angaben zur Person des Erziehungsberechtigten oder Vertragspartners (Name, Anschrift, Telefon, Faxnummer, E-Mail-Adresse), Bankverbindung (IBAN, Bank, Kontoinhaber) und Zahlungsinformationen.
- Angaben zur Person des betreuten Kindes (Vorname, Nachname, Anschrift, Geburtsdatum, Geschlecht, Betreuungszeiten, Sprachen und ggf. Gesundheitsdaten oder Angaben zu Allergien).

4. Obligation to provide the data

The provision of the data under point 3.1. is mandatory. If you do not provide us with this information, a pre-registration or the conclusion of a care contract is not possible. All other data are voluntary.

5. Automated decision-making including profiling

No profiling measures are carried out on the part of Little Daisies GmbH.

6. Data transfer to a third country

In principle, no data is transferred to countries outside the EU and the European Economic Area ("third countries"). Data transfers to third countries may occur in the context of the administration, development and operation of our IT systems. The data will only be transferred if a legal requirement is met or if you have consented to the data transfer and the special requirements for a transfer to a third country are met.

7. Recipients of data and data sources

7.1 Categories of recipients of data

- To the extent permitted by law, we disclose / allow access to personal data to external service providers:
- Credit institutions and providers of payment services for billing as well as processing of payments.
- IT service providers for maintaining our IT infrastructure.
- City of Munich - Department for Education and Sports, City of Munich - Department for Environment and Health, Government of Upper Bavaria, Bavarian State Ministry for Education and Culture
- Tax consultant and payroll office
- Freelance educators and consultants working for us, such as music or sports teachers or supervisors
- Collection service providers and lawyers to collect debts and enforce claims in court. If, in the case of collection, personal data (customer and contact data, payment and consumption data and data on the claim) is transferred to a collection service provider, we will inform you in advance of the intended transfer.

7.2 Data sources

We process personal data that we have received from you in the course of our contractual relationship. Insofar as it is necessary for the provision of our service, we process personal data that we permissibly obtain from publicly accessible sources (debtor directories, land registers, commercial and association registers, press, Internet) or that we are legitimately provided with by other third parties (a credit agency or an address service provider).

8. Storage period and criteria for determining the duration

We store your data and that of the child in care for the period of the existing care contract and, after termination of the contract, for a period until completion of the tax audit of the last calendar year in which the care contract ended or, due to the subsidy audit, for up to 5 years after your child leaves the facility. If there are statutory retention periods, we are obliged to store the data until these periods expire. After expiry of the statutory retention periods, which primarily result from commercial and tax law (in particular §§ 147 AO and 257 HGB) as well as from subsidy law, we delete this data again.

We will store your data for contacts in the context of the waiting list until you object to its use, you revoke your consent, or contact is no longer permitted by law. We will store other data for as long as we need it to fulfil the specific purpose (e.g., to fulfil or process a contract) and will delete it when the purpose no longer applies.

9. Information on your data subject rights

Little Daisies GmbH is responsible for the processing of your data, unless otherwise stated.

You have the right to:

- Information about the data stored by them (Art. 15 DSGVO)
- Correction of the data stored by them (Art. 16 DSGVO)
- Deletion of the data stored by them (Art. 17 DSGVO)
- Restriction of the processing of their data (Art. 18 DSGVO)
- Objection to the processing of their data (Art. 21 DSGVO)
- Transferability of their data (Art. 20 DSGVO)
- Complaint to the data protection supervisory authorities (Art. 77 DSGVO)
- Right to withdraw consent (Art. 7 (3) DSGVO)

Please address your revocation to our data protection officer (see point 2.)

I have read and understood the content and hereby confirm the privacy policy.

Location, Date

Birth date Parent / Legal Guardian

Birth date Parent / Legal Guardian

WORKING TOGETHER TO PROTECT AGAINST INFECTIONS

Instruction for Parents and other Guardians of Communal Facilities pursuant to § 34 Para. 5 No. 2 of the German Infection Protection Act

In communal facilities such as kindergartens, schools and summer camps, there are many people in a limited space. Consequently, infectious diseases can spread very easily in such places. For this reason, the Infection Protection Act contains a number of provisions that are designed to protect all children and also the staff in communal facilities against infectious diseases. We wish to inform you about these by means of this Fact Sheet.

1. Legal Prohibitions on Attendance

The Infection Protection Act stipulates that a child may not go to kindergarten, school or any other communal facility if he/she is suffering from certain infectious diseases or an illness of this type is suspected. These diseases are listed in Table 1 on the following page. In the case of some infections, it is possible that your child excretes pathogens after having suffered the disease (or more rarely, without having been ill). In this case, too, playmates, classmates or staff members may be infected. In accordance with the Infection Protection Act, it is therefore stipulated that the carriers of certain bacteria may be allowed to return to a communal facility only with the approval of the Health Authority and in compliance with the specified protective measures (Table 2 on the following page). In the case of some particularly serious infectious diseases, your child must even stay at home if another person in your household is ill, or if one of these infectious diseases is suspected (Table 3 on the following page). Of course you are not expected to recognise the illnesses mentioned by yourself. But in the event that your child is seriously ill, you should seek medical advice (e.g.: if they have a high temperature, are noticeably tired, vomit repeatedly, have diarrhoea or other unusual or worrying symptoms). Your paediatrician will inform you whether your child has a medical condition that prohibits attending a communal facility in accordance with the Infection Protection Act. There are vaccinations available to protect against some of the diseases. If your child is adequately vaccinated, the Health Authority may waive prohibiting attendance.

2. Obligation to Notify

If your child is prohibited from attending for the reasons mentioned above, please let us know immediately and give us details of the illness in question. You are required by law to do so and contribute to helping us and the Health Authority to take the necessary measures to prevent the illness spreading further.

3. Prevention of Infectious Diseases

In line with the Infection Protection Act, communal facilities are obliged to educate people on general measures to prevent infectious diseases. We encourage you to pay attention, among other things, to the fact that your child complies with the general rules of hygiene. These are primarily regular hand washing before eating, after using the toilet or after outdoor activities. It is equally important that your child is fully vaccinated. Vaccinations are also partly available against those diseases that are caused by pathogens in the air and thus cannot be avoided by general hygiene measures (e.g.: measles, mumps and chicken pox). For more information on vaccinations, please visit: www.impfen-info.de. If you have any further questions, please contact your family doctor or paediatrician, or local Health Authority. We will be also pleased to help.

Table1: Prohibition of attendance of communal facilities and guardians' obligation to notify in cases of suspected infection or infection by the following diseases

<ul style="list-style-type: none">• impetigo (impetigo contagiosa)• infectious pulmonary tuberculosis• bacillary dysentery (shigellosis)• cholera• gastroenteritis caused by EHEC• diphtheria• jaundice/hepatitis caused by hepatitis viruses A or E• meningitis caused by Hib bacteria• infectious diarrhea (caused by viruses or bacteria) and / or vomiting (only applies to children under 6 years of age)• whooping cough (pertussis)• polio (poliomyelitis)• head lice (if the correct treatment has not yet been started)• scabies• measles• meningococcal infections• mumps• plague• scarlet fever or other infections due to the bacterium Streptococcus pyogenes• typhoid or paratyphoid fever• chickenpox (varicella)• viral haemorrhagic fever (e.g.: ebola)
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Table 2: Attendance of communal facilities only with Health Authority approval and obligation to notify by the guardians in the case of carriers of the following pathogens

<ul style="list-style-type: none">• cholera bacteria• diphtheria bacteria• EHEC bacteria• typhoid or paratyphoid fever• Shigella bacteria

Table 3: Prohibition of attendance and guardians' obligation to notify in cases of suspected infection or infection by the following diseases in another person in a household

<ul style="list-style-type: none">• infectious pulmonary tuberculosis• bacillary dysentery (shigellosis)• cholera • gastroenteritis caused by EHEC• diphtheria• jaundice/hepatitis caused by hepatitis viruses A or E• meningitis caused by Hib bacteria• polio (poliomyelitis)• measles• meningococcal infections• mumps• plague• typhoid or paratyphoid fever• viral haemorrhagic fever (e.g.: ebola)

I have read and understood the content.

Location, Date

Birth date Parent / Legal Guardian

Birth date Parent / Legal Guardian

**Info sheet Vaccinated - protected:
in day care centers and day care for children**

Dear parents!

Your child is now going to a daycare center (for the first time). Give your child the necessary security by ensuring that he or she is protected against many infectious diseases.

Vaccinated - protected: Safety for your child and for others

Especially children in infancy and toddlerhood are susceptible to many highly contagious infectious diseases. **Before entering a daycare center, you should therefore check your child's current vaccination protection and have your child (re)vaccinated if necessary!** By getting vaccinated, you protect your own child. But you also take on a social responsibility: vaccinated children usually do not infect others and thus also provide safety for all those who, for example, are too young for a measles vaccination or cannot be vaccinated due to an immune deficiency. Unvaccinated pregnant mothers and their unborn children are also protected in this way.

Vaccination against measles - why is it so important?

Measles is not harmless. Measles weakens the body's defences for several months. This can pave the way for many other infections, such as pneumonia or middle ear infections. The brain inflammation is particularly dangerous, occurring in about one in 1,000 children who contract the disease and can leave permanent damage.

Measles is highly contagious. The measles virus can easily be transmitted from person to person, e.g. already when speaking. Infection is possible as early as 3-5 days before the onset of the typical skin rash.

Excursus Measles Protection Act: Verification requirement for vaccination

The Measles Protection Act has been in force since March 1, 2020. Its main purpose is to provide effective protection against measles for schoolchildren and children in daycare centers.

There is an obligation to provide proof of vaccination for children over the age of one, unless they are not vaccinated due to a medical contraindication or can prove immunity.

Sufficient vaccination protection against measles exists if at least one vaccination has been given from the age of one and at least two vaccinations against measles have been given from the age of two. Children who are required **to provide proof and do not provide sufficient proof may not be cared for.**

Missed your vaccination? No problem!

Missed vaccinations can be made up at any time. Take this opportunity to refresh the vaccination protection of your child, as well as your entire family.

The effectiveness and safety of all recommended vaccinations are rigorously monitored by government agencies on an ongoing basis. The benefits of these vaccinations far outweigh the minor risks.

Doctors throughout Bavaria and your public health department will be happy to answer any questions you may have about vaccination. Current and detailed information on vaccination can also be found on the Internet at www.impfen.bayern.de.

I have read and understood the Info sheet.

Location, Date

Birth date Parent / Legal Guardian

Birth date Parent / Legal Guardian

Proof must also be provided of:

- Age-appropriate measles immunity at daycare entry by means of a vaccination record or medical certificate.

Explanation: Since March 1, 2020, proof of sufficient measles protection in accordance with Section 20 (9) of the Infection Protection Act must be submitted for children who are at least 13 months old prior to admission to the facility, i.e., prior to the actual start of care. From the age of 13 months, one vaccination must be submitted, and from the age of 25 months, two vaccinations must be submitted. Alternatively, a medical certificate of immunity regarding measles or a contraindication to measles vaccination is possible.

- Medical vaccination consultation at daycare entry or within four weeks after daycare entry by means of yellow children's examination booklet, vaccination record or medical certificate.

Explanation: According to the Infection Protection Act (§ 34 Para. 10a IfSG), written proof of a medical vaccination consultation - i.e. a consultation regarding a complete, age-appropriate vaccination protection that is sufficient according to the recommendations of the Permanent Vaccination Commission - that took place promptly before the child's first admission to the daycare center must be provided. This is possible by showing the maintained yellow U-Heftest, a vaccination counseling confirmation from the doctor or the vaccination card. If such proof is not provided (in a timely manner), we are required to report your name and contact information to the appropriate health department.

- Confirmation of the child's participation in the last due age-appropriate early detection examination by means of a yellow children's examination booklet or a doctor's certificate.

Explanation: When registering to attend a daycare center, parents must provide confirmation of the child's participation in the last age-appropriate early detection examination due (BayKiBiG, Art. 9 b, Para. 2). The provider is obligated to record in writing whether such a certificate was submitted by the parents.