



General Terms and Conditions of Kinderparadies Purzelbaum

1. General information

Kinderparadies in the Zugerland shopping centre is operated by the Migros Cooperative Lucerne. These General Terms and Conditions ("GTC") govern the relationship between Kinderparadies Purzelbaum of the Migros Cooperative Lucerne ("Kinderparadies") and the caregivers who have handed over the children to Kinderparadies for care (parents, relatives, acquaintances). On receipt of the Kinderparadies Card, the caregiver accepts the GTC of all Kinderparadies locations of the Migros Cooperative Lucerne.

2. Services provided by Kinderparadies

2.1 Kinderparadies provides childcare for children aged 3 to 7 (up to the age of 7) for 2 hours each day during the opening hours of Kinderparadies. Childcare beyond this time period is only available by arrangement. Kinderparadies is only available to customers of the Zugerland shopping centre.

2.2 Kinderparadies is not a child day care centre or a substitute for regular childcare. Kinderparadies must not be misused as a child day care centre in this context.

2.3 There is no claim to a place at Kinderparadies. The management of Kinderparadies reserves the right to refuse the admission of a child, in particular due to previous events, such as improper behaviour of the child, rule violations and belated pick-up, etc.

2.4 The Zugerland shopping centre operates an on-site first aid service, which can provide immediate first aid in the event of an emergency.

2.5 The aforementioned services will be provided by the Migros Cooperative Lucerne after the data of the respective child and caregiver has been recorded and the child has been handed over to the Migros Cooperative Lucerne. The services of the Migros Cooperative Lucerne will end when the child is returned to the caregiver.

3. Care

3.1 The care of the children is ensured by qualified personnel.

3.2 Children with an impairment are accommodated as far as possible, as the persons taking care of them do not have the necessary, specific training and the premises of Kinderparadies are not appropriately equipped.

3.3 Children displaying symptoms of infectious illness or disease cannot be admitted.

3.4 In other respects, the qualified personnel of Kinderparadies will decide whether a child may be admitted, e.g. if a child is temporarily limited in their capabilities due to an accident (e.g. broken arm or leg).

3.5 The qualified personnel of Kinderparadies will not provide any medical care, e.g. dispensing of medication.

3.6 Children are not provided with meals at Kinderparadies. Water is, however, available for them to drink at all times during their stay at Kinderparadies.

3.7 The children will be provided with toys during their stay at Kinderparadies. The children are not allowed to bring their own toys.

4. Opening hours

Monday – Thursday: 09.00 – 12.00 and 13.30 – 18.00

Friday: 09.00 – 12.00 and 13.30 – 19.00

Saturday: 09.00 – 17.00

No more children will be admitted 15 minutes before closing time.

5. Prices/terms of payment

5.1 The childcare fee is CHF 3.00 incl. VAT for the first hour, which will be charged as a full hour. After one hour, the fee will be charged in quarters of an hour. From one hour, the childcare fee per quarter of an hour will be CHF 1.00 incl. VAT. After two hours, the fee per quarter of an hour will be CHF 2.00 incl. VAT and from three hours CHF 5.00 incl. VAT. 5.2 Belated pick-up: if a child is picked up after the end of the opening hours of Kinderparadies, the caregiver shall pay a lump sum of CHF 20.00 incl. VAT per 15 minutes of delay.

5.3 Tracing service in case of urgency: in case of problems or emergencies, the caregiver will be contacted. If the caregiver cannot be contacted or does not arrive at Kinderparadies within 15 minutes at the latest, Kinderparadies will charge a surcharge of CHF 25.00 incl. VAT.

5.4 The costs of any additional measures incurred, such as notifying the police, will be passed on to the caregiver in full.

5.5 The costs for childcare and any surcharges must be paid upon collection of the child using an established means of payment.

6. Evacuation

The Kinderparadies team is trained for any evacuation that may be necessary. The child will be supervised at the assembly point until the child is picked up. Appropriate plans displayed at Kinderparadies indicate where the children can be picked up again in the event of an evacuation.

7. Duties of the caregiver

7.1 When registering for the first time, the caregiver shall present an official personal ID of the child and undertakes to provide complete and truthful information about the child (last name, first name, address and date of birth, etc.). The caregiver shall notify the Kinderparadies personnel of any illnesses, allergies or other special conditions/limitations of the child.

7.2 The caregiver shall identify themselves at the initial registration with an official personal photo ID and undertakes to truthfully provide their personal details (last name, first name, address and relationship to the child, etc.) as well as their mobile telephone number in order to be available at all times during the time the child is at Kinderparadies.

7.3 In order to ensure accessibility at all times, the caregiver will not be permitted to leave the Zugerland shopping centre during the time the child is under the care of Kinderparadies.

7.4 The caregiver shall collect their child from Kinderparadies immediately after two hours or after the agreed extended length of stay, at the end of opening hours or at the request of the qualified personnel.

7.5 The child must be brought to and picked up from Kinderparadies with the same Kinderparadies Card.

7.6 The caregiver is not permitted to bring sweets, chewing gum or food or drink into Kinderparadies.

7.7 Photography and filming is prohibited on all premises of Kinderparadies.

8. Nappy changing

As a rule, no nappy-changing service will be offered. The caregiver will be called to change the child's nappy.

9. Lost property

Lost property is kept at Kinderparadies for one month.

10. Liability

10.1 Liability, health and accident insurance are the responsibility of the caregiver. By handing over the child, the caregiver confirms that the appropriate forms of insurance are available. Costs incurred due to illness or accident will be borne in full by the caregiver. In case of emergency, medical assistance can be called by the Kinderparadies childcare personnel.

10.2 The caregivers will be liable for any bodily injury, property damage or financial loss caused by the child.

10.3 Kinderparadies will not be liable for any damage, loss or soiling of clothing and the child's own personal belongings, such as muslin cloths and dummies.

10.4 Kinderparadies assumes no liability for the cloakroom.

10.5 In all other respects, the liability of Kinderparadies or the Migros Cooperative Lucerne for damages is excluded to the extent permitted by law.

11. Kinderparadies Card

The caregiver will be issued with a Kinderparadies Card upon initial registration. The Kinderparadies Card will be issued in the name of the caregiver. The cards are personal and non-transferable, which is why one card is issued for each caregiver. This card must be shown each time the child is dropped off and picked up. If the Kinderparadies Card is lost or forgotten, a contribution towards expenses of CHF 5.00 incl. VAT per newly issued card will be charged.

12. Data protection

12.1 The caregiver declares their express consent to Kinderparadies collecting, using and processing information about the child and the caregiver themselves for the purposes of using Kinderparadies. The data collected will be used to provide the services of Kinderparadies, to ensure the safety of the children, for the purpose of statistical evaluations and to optimise services and offers.

12.2 Personal data will only be collected or processed if this information is provided voluntarily during the registration process. Personal data is any information that can be used to identify the child or caregiver and can be attributed to them, e.g. name, e-mail address and telephone number.

12.3 Data of the children and caregivers will not be passed on to third parties.

12.4 The caregivers may, at any time, revoke the permission previously granted for personal data storage with immediate effect (in writing or by e-mail), subject to the statutory retention obligations. The Kinderparadies service cannot be used without appropriate data processing.

12.5 If services are accessed again after the data has been erased, re-registration will be required. Kinderparadies reserves the right to charge a handling fee of CHF 20.00 incl. VAT for each event in the case of extraordinarily high costs (regular erasure of data and re-registration).

12.6 Upon request, the caregivers or parents will receive information free of charge about which of their personal data or that of their children has been stored. To the extent that the request does not conflict with a legal obligation to retain data, the caregivers have a right to have inaccurate data rectified and personal data blocked or erased.

12.7 Requests for information, rectification, blocking and erasure of personal data must be addressed to the following office: Genossenschaft Migros Luzern | Geschäftssitz Dierikon | Kundenforum, Postfach, CH-6031 Ebikon oder info@migros-luzern.ch

13. Miscellaneous

13.1 Should any provision of these GTC become invalid in whole or in part, this will not affect the validity of the remaining provisions. The invalid provision must be replaced by a provision that comes as close as possible in economic terms to the meaning and purpose of the invalid provision in a legally binding manner. The same applies to any regulatory loopholes.

13.2 The Migros Cooperative Lucerne reserves the right to amend these GTC at any time.

13.3 Swiss law applies. The sole place of jurisdiction is Lucerne.

Genossenschaft Migros Luzern
Geschäftssitz Dierikon
Postfach
CH-6031 Ebikon