



Individual Childcare Contract

Libellule and Co Daycare Year 2023/2024

Between

Libellule French Touch, S.L.U., represented by its director, Mrs. Clémence Dias de Almeida Guerrero, NIE Y7761551P, with its registered office at Carrer Roger de Flor 98, 08013 Barcelona, CIF nº B72457757.

Hereinafter referred to as "the daycare," on the one hand,

And

Name and surname of legal representative 1

NIF/NIE/Passport of legal representative

Phone

Email

Professional activity

Name and surname of legal representative 2

NIF/NIE/Passport of legal representative

Phone

Email

Professional activity

Address

Name and surname of the child

Date of birth

CATSALUT/Health insurance number

Allergy or specific dietary requirements

Hereinafter referred to as "parents and/or guardians," on the other hand,

It is agreed as follows:

Article 1: Objective

The purpose of this contract is the care of children under 4 years of age (hereinafter referred to as "children") at the collective daycare Libellule and Co.

2. Duration

At the request of the parents and/or guardians, a regular place is reserved at the daycare from/...../.... to 30/06/2024. Once the contract starts, the educational team will organize an adaptation period personalized according to the needs of the child.

An early arrival is possible subject to acceptance by Libellule and Co team.



3. Childcare Hours

3.1 Opening hours

The Libellule and Co Daycare is open from Monday to Friday, from 9:00 am to 5:00 pm or 6:00 pm, depending on the chosen option.

3.1.1 Welcome

Children are welcomed in the morning starting at 9 am. Please inform the daycare via the application if you arrive after 10 am so that we can organize the day's activities accordingly.

3.1.2 Departures and Handovers

Departures take place until 5:00 pm or 6:00 pm. In order for the professionals to provide information, we kindly request that parents and/or guardians arrive no later than 4:50 pm or 5:50 pm. Please inform the nursery via the application if you plan to pick up your child before 3:00 pm so that we can plan accordingly.

Parents and/or guardians must communicate the identification of the person who will pick up the child with their identification document. If it is not the usual person picking up the child, it should be notified in advance, unless it is an emergency situation, in writing. It is recommended that the person picking up the child be of legal age. In cases where families ask a minor to pick up their child, specific authorization will be required.

A daily report via the application allows the Libellule team and parents and/or guardians to maintain regular communication, provide updated information, and communicate in the child's best interest.

3.2 Additional Care

Any request for childcare outside the days and hours indicated in Article 3.1 must be submitted in writing in advance (at least 15 working days). If the request is accepted by the childcare facility, additional charges will apply.

3.3 Absences

Any absence (except illness) must be reported to the team at least 15 working days prior to the child's absence date. Planned or unplanned absences are not deductible from the invoice.

3.4 Annual Closures

The Libellule and Co daycare will be closed for annual holidays according to the school calendar established by the Generalitat de Catalunya (<https://educacio.gencat.cat/ca/arees-actuacio/centres-serveis-educatius/centres/calendari-escolar/curs-2023-2024/>).

An additional leisure center -casal- is offered as an extension to this contract (January, Easter, July, and August). Libellule and Co have priority with their siblings, but places are not guaranteed under any circumstances. The daycare will also be closed on public holidays (Spain and Catalonia) without deduction from the invoice.



3.5 Exceptional Closures

The daycare may be closed for a maximum of 6 days per year for renovations, minor repairs, or staff training. The dates for these closures will be communicated as soon as possible and will not be deducted from the invoice.

4. Provisions Regarding Childcare

4.1 Food

The daycare provides a catering service through a local caterer who delivers meals to the daycare every day at lunchtime. The menus are sent to the parents and/or guardians at the beginning of the month. Three meals are included in the monthly fee: breakfast, lunch, and afternoon snack.

In case of allergies or specific dietary requirements, parents and/or guardians must provide a medical certificate stating an individualized reception protocol (PAI) established between the parents and/or guardians, the doctor, and the daycare. If the catering service cannot follow this protocol, parents and/or guardians may provide their own meals. The three meals provided by the parents and/or guardians must be handed over to Libellule and Co, following hygiene rules and labeled with the child's name. The daycare is not responsible for the food provided by the parents and/or guardians.

4.2 Hygiene

Parents and/or guardians provide diapers and wipes labeled with the child's name. The daycare recommends parents and/or guardians to provide the following hygiene products: saline solution, liniment, diaper rash cream, sunscreen, etc.

4.3 Medical Certificates, Prescriptions, Medical Treatments, and Diseases to Avoid

The daycare staff will not administer any medical treatment. Parents and/or guardians may come to the daycare for medical treatment at their own risk. Libellule and Co does not intend to accommodate a sick child, and it is the responsibility of the parents and/or guardians to make alternative arrangements in case of illness.

If the daycare considers the child to be ill or in need of treatment, whether at a doctor's office, medical clinic, or for rest, the parents and/or guardians will be informed and required to pick up their child as soon as possible. Any child who has had a fever (over 38.1 degrees) can only return to the nursery with a certificate and a minimum of 24 hours without fever at home.

The child will not be admitted to the daycare if they have contracted any of the following diseases: whooping cough, diphtheria, scabies, gastroenteritis, hepatitis A, impetigo, streptococcal infections (scarlet fever, tonsillitis), meningococcal infections, mumps, measles, tuberculosis.

In case of diagnosed contagious diseases (streptococcus, lice, conjunctivitis, impetigo, etc.), surgical interventions, or hospitalization, the parents and/or guardians may be required to provide a medical certificate to the daycare for the child's reintegration

4.4 Emergencies

If a child becomes ill or injured while under the care of Libellule and Co, every effort will be made to contact the parents and/or guardians or other designated emergency contacts. In case of need, Libellule and Co has insurance coverage for injuries that occur on its premises.



By signing this contract, you authorize the staff of Libellule and Co to administer first aid, including cardiopulmonary resuscitation (CPR). Medical personnel will be contacted if necessary, and parents and/or guardians will be immediately informed.

4.5 Vaccinations

Children must be up to date with their vaccination requirements. It is the family's responsibility to follow and comply with the vaccination schedule.

For admission or continued attendance at any school, daycare, leisure center, or other community facility (crèche, kindergarten), proof of compliance with this requirement must be provided.

In practice, parents and/or guardians must provide photocopies of vaccination records, including the child's name, first name, and date of birth.

If one or more of the mandatory vaccinations are missing, the child may remain in the center temporarily. The child's stay in the center is contingent upon completing the missing vaccinations within three months.

Once these three months have elapsed, the child will not be placed in the daycare until they are up to date with their vaccinations. Parents and/or guardians are informed that the contract with the crèche remains in effect. The same applies to billing; parents and/or guardians cannot request a pause or reduction for the days billed due to non-vaccination.

4.6 Respect for Equipment, Premises, and Families

The daycare is a place of care for children, and any physical or verbal aggression (insults, disrespect, etc.) or behavior contrary to good manners, aggressive toward children, other families, staff, property, or premises by parents and/or guardians or their representatives will result in the immediate termination of the contract.

4.7 Outings

Parents and/or guardians authorize their child to participate in outings organized by the Libellule and Co team (park, museum, bookstore, market, etc.), which may incur additional costs.

In the case of families who do not consider it appropriate for their children to participate and/or do not pay, if applicable, before the start of the activity, the daycare must offer the child the option to remain at the center for the duration of the activity.

4.8 Safety Measures

Parents and/or guardians must ensure that their child does not bring small objects (hair clips, marbles, candies, small toys, coins, etc.) to the daycare due to the risk of ingestion.

Libellule and Co disclaims any responsibility for the destruction, theft, or loss of valuable items or materials brought by parents and/or guardians to the daycare.

5. Communication

Parents and/or guardians will receive daily verbal and/or written feedback on their child's experiences, photos/videos, and development through the application. Conversations with the

educational team upon arrival and departure are important opportunities to share the child's and parents' expectations. Therefore, we recommend that you arrive no later than 10 minutes before closing time.

At the request of parents and/or guardians or the Libellule and Co team, a meeting can be scheduled if necessary to address specific issues related to the child's development, behavior, or other topics.

5.1 Application

The Libellule and Co team makes every effort to provide as much information as possible about your child's day in the application: activities, photos, nap times, meals, diaper changes, etc.

However, the availability of educators with the children will always take priority over entering information into the application. In the case of a complete absence of information, the oral transmission will be more detailed.

5.2 Photos, Videos, and Images

Parents and/or guardians authorize the Libellule and Co team to photograph/film their child as part of individually and/or group activities. These images are exclusively intended for the use of families via the Libellule and Co application. Images in which children's faces are not identifiable or masked may also be used on the Libellule and Co website or social media.

Parents and/or guardians are not allowed to use these images outside the family context.

5.3 General Data Protection Regulation

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and Organic Law 3/2018 of 5 December on the protection of personal data and the guarantee of digital rights, the parties will process personal data concerning the signatories of this contract based on their legitimate interests and for the purpose of protecting and monitoring the child and billing.

Regarding personal data, Libellule and Co is obliged to:

- Maintain strict confidentiality of all information provided or accessed due to the execution of this contract.
- Safeguard and prevent access to data and information belonging to the other party by third parties not involved in this contract.
- Prevent alteration, loss, processing, or unauthorized access to personal data mentioned in this document.
- Ensure an appropriate level of security in accordance with data protection regulations.

If you wish to exercise your right of access, rectification, erasure, restriction, portability, or objection, please contact the following email address: bonjour@libellule-and-co.es.

6. Billing

Parents and/or guardians agree to pay the participation fees according to the following conditions:



6.1 Rates

The monthly childcare fees at Libellule and Co on Roger de Flor Street are €575, payable from September to June. The service includes educators, premises and equipment, operational and digital expenses (application), and three meals.

The rate is annualized over 10 monthly payments. The casual during the January school holidays and Holy Week is optional and payable as an additional fee.

The fees are invoiced and payable regardless of absence due to illness, holidays, or other reasons.

According to Article 20.9 of Law 37/1992 of 28 December 1992 on Value Added Tax, childcare and guardianship services are exempt from VAT.

6.2 Payment Method and Timing

To facilitate and ensure the smooth operation of the facility, payment is due on the 1st of each month (or the immediately preceding business day if it falls on a holiday) by direct debit.

By providing your bank details in this contract, you authorized to the implementation of the SEPA direct debit system.

Debtor's Name:.....

Tax Identification Number/Passport/CIF:.....

Postal Address: :.....

IBAN: :.....

BIC: :.....

Any other payment method (Guarderia tickets, Sodexo, Edenred, cash...) should be validated with the director.

6.3 Late Arrivals

Late arrivals by parents and/or guardians, meaning arriving less than 10 minutes before the end of the contractual schedule, preventing an oral transmission, will be charged starting from the second late arrival in the same month at an hourly rate of €25 per hour or €100 from the fourth late arrival. Any partially started hour will be billed in full.

6.4 Unpaid Fees

Invoices are issued on the 1st of each month, and bank debits occur on the 1st of each month.

In the case of payment by bank transfer, the invoice must be paid within 4 days, no later than the 5th of each month. Any invoice that is not paid in full within 15 calendar days following this payment deadline, which is the 21st of each month, will be considered unpaid.

In the event of non-payment of invoices, the daycare may immediately terminate the contract for day care services in accordance with Article 8 of this contract. If parents fail to fulfill their commitment to pay the fees on the specified dates, Libellule and Co also reserves the right not to maintain their child's place for the following school year.

In case of unpaid fees, late payment penalties equal to three times the legal interest rate, calculated from the payment deadline, which is the 5th of the month, will be applied.

In the event of a failed bank debit, a fee of €9 will be charged on the subsequent invoice.

6.5 Annual registration Fees

The registration fees amount to €575 every year. They will be collected at the time of registration to secure the child's place for the following school year (March or April of each year). The registration fees collected are non-refundable and definitively acquired by the daycare.

In the case of mid-year enrollment, the registration fees are added to the first monthly payment and must be paid in full.

6.6 Termination of the Contract before the Child's Admission

In the event of termination of the contract, for any reason, before the child's actual enrollment, the registration fees will be retained as compensation for the damages suffered by the center (given the limited number of available spots).

6.7 Casal (Holiday Program)

During vacations, Libellule and Co offers parents and/or guardians a casal (leisure center). It is part of an additional contract and incurs an additional cost. Preferential rates are offered to Libellule families.

7. Termination at the Initiative of Parents and/or Guardians

7.1 Notice Period

In the event of contract termination, parents and/or guardians undertake to inform Libellule and Co in writing at least two months before the effective departure date. If the child does not serve the notice period, both months must be fully paid.

8. Termination at the Initiative of the Childcare Facility

8.1 Termination Conditions for the Childcare Contract

The daycare has the right to terminate the childcare contract in the event of physical or psychological violence (insults, lack of respect) by parents and/or guardians or third parties towards:

- The daycare staff
- Other families (children, parents and/or guardians, and third parties)
- Property or premises

The daycare may also terminate the contract in case of non-compliance with any of the contract clauses, including non-payment by parents and/or guardians, as defined in Article 6.4 of this contract.



8.2 Notice Period

Termination of the childcare contract under the conditions specified in Article 8.1 is immediate and without notice.

Option:

Overtime 17h-18h (+100€/month): Yes No

Swimming pool option* (+60€/month): Yes No

The classroom Libellule* (+25€/month): Yes No

*For more information about this option, please contact the direction.

In Barcelona, on...../...../.....

Signature of Libellule and Co

Clémence Dias De Almeida
Director of Libellule and Co

Signature of legal representatives
"Read and approved"