

# Studentenwerk Dresden AöR

## Flexible Child Care Service for TU Dresden Employees

### General Terms of Use



#### 1. General Remarks, Scope of Validity

In order that professors, employees and research assistants in all departments can better reconcile work commitments with family life, TU Dresden is offering a flexible child care service in cooperation with the Studentenwerk Dresden beginning in January 2013.

As a prerequisite we require that at least one legal guardian have an existing employment contract with TU Dresden. The Flexible Child Care Service fills in only as needed and in special cases; it is not a replacement for regular child care. It comprises a student babysitter service, a drop-off and pick-up service from day care centers, and child care during meetings. The legal guardians confirm with their signature on the application form that they have read and accepted the General Terms of Use.

#### 2. Application and Contract

The application form must be filled out and signed by at least one legal guardian. It is absolutely essential to apply for the time period in which child care is needed in order to find a suitable child care arrangement for your child.

Use of the Flexible Child Care Service is bound to an existing employment contract with TU Dresden for at least one legal guardian. The Child Care Agreement comes into effect once the application has been confirmed by the provider or on behalf of the provider through an authorized party.

#### Application for the Flexible Child Care Service:

Campusbüro Uni mit Kind

George-Bähr-Straße 1b, Verwaltungsgebäude 1, 01069 Dresden

Email: [campusbuero@tu-dresden.de](mailto:campusbuero@tu-dresden.de)

Tel.: 0351 / 463 32666

#### 3. Child Care Staff

The child care staff is composed of students in educational disciplines who have previous experience with child care. All of our caretakers have completed a babysitter course and are certified in first aid, and they have been issued a certificate of health as well as a certificate of good conduct.

Each caretaker is able to supervise up to three children at once per assignment.

#### 4. Hours of Care

Child care hours can be arranged flexibly and as needed. Successful mediation of flexible child care, however, is contingent on the availability of the child care staff. As a rule, child care for each family is limited to ten hours per month.

Caretakers can fill in during important work-related appointments when:

- children without day care centers must be cared for from time to time in order to keep important work-related appointments
- your regular day care center closes unexpectedly
- school is cancelled or there is no alternative form of child care during holidays
- your nanny or baby sitter cancels at the last minute
- important meetings or appointments take place outside of normal child care hours
- block seminars or excursions take place outside of normal child care hours
- lectures occasionally take place on weekends

Please notify us of your child care needs as soon as possible. You must register at Campusbüro Uni mit Kind at least two days in advance. If spare capacities are available, a caretaker can also be arranged at even shorter notice.

You may successfully cancel an appointment up to 12 hours in advance. If you cancel later or decline to make use of the child care service without first notifying us, you will be charged a 15,00 € fee. Cancellation on the grounds of illness is regulated separately under point 10.

If you are late to pick up your child, you will be charged 15,00 € for each hour or fraction of the first hour.

In the case that the child is not picked up on time, events will proceed as follows:

- 1) We will attempt to notify the parents by phone.
- 2) Additional contacts will be notified.
- 3) If the child has still not been picked up within an hour after the arranged care period has ended, the caretaker will bring the child to Youth Emergency Services, Rudolf - Bergander - Ring 43, 01219 Dresden, Tel.: 2753663.
- 4) The resulting costs (taxi fare, other transportation costs) as well as an additional fee will be charged to the legal guardians.

#### 5. Location

Child care can take place in the parents' residence or, if necessary, in suitable facilities at TU Dresden or in the Studentenwerk Dresden. The caretaker can also pick up or drop off your child/children at the day care center. Accompaniment to an outside meeting can be arranged at an additional cost.

#### 5. Cost

The Flexible Child Care Service is free of charge during the one-year pilot phase from 01.01.2013 – 31.12.2013.

#### 6. Responsibility for Children

Staff responsibility begins when the child is personally handed over to the caretaker by a legal guardian or other authorized person and ends when the child returns to the person authorized to pick him/her up. Legal guardians must state in writing on the application any other person(s) who are authorized to pick up or drop off the child. The authorized person must then show identification before picking up the child.

#### 7. Insurance

The children must be privately insured against accidents and liability risks. In the event of an accident or liability for damages you are under no circumstances permitted to raise a claim against TU Dresden and/or the Studentenwerk Dresden.

#### 8. Meals

The legal guardians are responsible for ensuring that the child has been adequately fed before child care begins or that ready-to-eat meals are available. Additionally, the parents must strictly follow sanitary regulations (in particular an unopened refrigerated container for milk.) Caretakers have the right to discard any food that does not meet these requirements. It is generally not possible to store food throughout the period of care.

#### 9. Obligations for Legal Guardians

The legal guardians hereby pledge that the information they supply about themselves, their child and other relevant circumstances during the application process is complete and correct. The legal guardians are obligated to notify Campusbüro Uni mit Kind or the provider of any changes to this information.

The legal guardians pledge to fill out their child's information sheet and hand in the signed form to Campusbüro Uni mit Kind.

The legal guardians pledge that they can be reached by the child care staff at their listed telephone/mobile numbers during the period of care in case of an emergency.

The legal guardians must ensure that the child is picked up and dropped off on time. The child must be

given a change of clothes and diapers to take with them if necessary.

#### 10. Illness and Absence

A child who is sick cannot be cared for through the Flexible Child Care Service. The caretaker must be notified immediately upon outbreak of any infectious diseases (especially measles, scarlet fever, chicken pox, etc.) the child has. The final decision of whether or not to care for a child or not lies with the caretaker. An appointment may be cancelled due to illness in person, by telephone or by email (through Campusbüro Uni mit Kind) up until 4 hours before the agreed-upon time of care.

#### 12. Emergencies

The legal guardians will be notified immediately in the case of an emergency using the contact information provided. In the case of a (serious) injury, events will proceed as follows:

- 1) The child will be administered first aid.
- 2) The parents will be notified.
- 3) If necessary, an emergency physician will be called and the caretaker will bring the child to a hospital.
- 4) The child will be accompanied up to the point of treatment. If the child is not treated in hospital, the caretaker will stay with the child until an authorized person is able to pick the child up.
- 5) The caretaker will write an injury report.

#### 13. Duration of Contract

The Child Care Agreement comes into effect once the registration has been confirmed by the provider or on behalf of the provider through an authorized party. The provider reserves the right not to accept a child under extraordinary circumstances if necessary.

The contract can be terminated at any time in written form without specifying the reasons for termination. Should the legal guardians repeatedly violate the General Terms of Use in spite of warnings, the provider will make use of its right to termination under extraordinary circumstances.

#### 14. Disclaimer of Liability

The provider assumes no responsibility for illness and its consequences. The provider likewise assumes no responsibility for personal items; they will, however, be handled responsibly and with care. There is no legal obligation attached to a child care appointment. In the case that an appointment fails to materialize due to illness, training sessions, unforeseen difficulties or other extraordinary circumstances out of the provider's control, you are not entitled to raise a claim against the provider for the Flexible Child Care Service.

#### 15. Protection of Privacy

In accordance with section 33 of the Federal Data Protection Act, the information acquired during the application process will be stored and used exclusively for the purposes of processing the contract. The Studentenwerk Dresden AöR as the provider or the person(s) authorized by the provider will ensure that German data protection regulations (Federal Data Protection Act, Saxonian Data Protection Act in their current forms) are adhered to. The legal guardians hereby declare their agreement to the storage and use of their information described above.

#### 16. Separability Clause

Invalidation of individual regulations within the General Terms of Use does not affect the validity of the remaining regulations.