

KIR:

okt.azonosító:
MINDENKID MILLENNIUM NURSERY
Lechner Ödön fasor 10., 1095 Budapest
e-mail: millennium@mindenkid.hu

Registration form

Educational year:

Language selected: HUNGARIAN / ENGLISH

Starting date of legal relation with the Nursery:

Child (beneficiary)

Surname and last name:	
Date and place of birth:	
Registered address:	
Current address:	
Residency:	
TAJ number (social security ID):	
Previous educational facility's name:	
Address:	

Parents

	Mother	Father
Surname and last name (maiden name for mother):		
Phone number:		
Email address:		

Surname and last name of further contact persons:	Phone:	To be contacted in case of Parents' unavailability:	Can take the Child from the Nursery?:

Parents' confirmation

By signing this document the Parents confirm and allow that their Child participates in the tours, sport or cultural activities organized by the Nursery.

Photo documentation

The Parents hereby confirm that the Nursery is allowed to use the materials (photos and/or videos) recorded about their Child during and in connection with the Nursery activities and to publish them on its webpage, in its brochures or marketing materials without any indication of the Child's name. Such confirmation shall be subject to the terms and conditions set forth in the Nursery's Information on Data Protection as forming the attachment of this agreement and provided on the Manager's web page (<http://mindenkid.hu>).

Yes

No

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Agreement

Agreement on Nursery Services concluded by and between:

Manager: Munkahelyi Óvoda Nonprofit Kft.
Seat: Práter u. 53., 1083 Budapest
Represented by Kohut Alexandra (managing director)

Nursery: MindenKid Millennium Családi Bölcsőde
Sector ID: S0521419
Seat: Lechner Ödön fasor 10. 1095 Budapest

Parents: (details listed above, on the registration from)

Child: as the beneficiary of the services (details listed above, on the registration from)

(hereinafter collectively as: **Parties**) at the place and date indicated below, under the following terms and conditions.

1. Subject of the agreement

- 1.1. The Manager states that it operates a nursery under the name of MindenKid Millennium Nursery and address of Lechner Ödön fasor 10. 1095 Budapest. The MindenKid Millennium Nursery has been registered by the Governmental Authority under the sector identification number of S0521419. The Nursery is operating in accordance with the ever-actual laws and regulations including the Law on Child Protection and Guardian Administration XXXI. of 1997 as well as the regulations on execution thereof.
- 1.2. The Parties, especially with respect to the fact that the Munkahelyi Óvoda Nonprofit Kft. maintains an institution providing nursery services, not maintained by the state or by municipality, they conclude the present Agreement about the provision of services aiming the nursery custody, education and catering of the above-named Child (hereinafter collectively as: **Nursery Services**).
- 1.3. By the signature of the present Agreement the Parents will use the Nursery Services as specified in the documents related to the operation and the professional curriculum of the Nursery (especially, in the Professional Program and the House Rules) against the fees defined in Section 6 of the Agreement, to the benefit of the above-named Child, for the provision of which the Manager undertakes obligation in accordance with the conditions recorded in the present Agreement and in its annexes.

2. Entering into force, establishment of the education relationship, term

- 2.1. Parties agree that the present agreement becomes valid by the signature of both Parties, however it becomes effective only on the day on which the Registration Fee defined in Section 6.2.5 of this Agreement is paid. The educational relationship is established between the Child and the Nursery; however, it commences only on the day on which the present Agreement enters into force.
- 2.2. The Parties conclude the present agreement for the definite term starting from the 1st of September of the subject year (or from the day on which the present Agreement enters into force) until the 31st August of the forthcoming year (hereinafter referred to as: **School year**).
- 2.3. Personal conditions for the registration:
 - The Child may be enrolled to the Nursery from the age of 18 (eighteen) months.
 - The Child may start educational year last time in the year in which he/she turns 3 (three) years of age. The Child can start another educational year in the year in which the Child turns 3 (three) years of age if he/she has been borne after 31st August, and an educational advisor or professional and rehabilitation committee has suggested staying in the Nursery for an additional educational year.

3. Rights and obligations of the Parents

3.1. It is the right of the Parents especially

- to become acquainted with the Professional Nursery Program, the House Rules, and to receive information about the content,
- to receive regular, detailed and relevant information about the improvement, behaviour of their child, to get advices and help for parenting,
- to request participation of their child in the extra classes, in accordance with the conditions defined by the educational institution.

3.2. It is the obligation of the Parents especially

- to ensure the conditions necessary for the physical, mental, emotional and moral development of their child,
- to follow the development of their child and to give all support expectable from them,
- to keep regular contact with the pedagogues taking care of their child and to provide them with the necessary information,
- to enhance the integration of their child into the community, observance of the order of the Nursery and the behavioural rules of community life,
- to respect the dignity and human rights of the leaders, pedagogues, employees of the Nursery, and to keep the regulations of the House Rules forming an annex to the present Agreement.

Parents declare that they are familiar with the educational and other documents relating to the operation of the Nursery, especially the Professional Nursery Program, the House Rules and the Information on Data Protection. The aforementioned documents are available on the website of the Manager (<http://mindenkid.hu>).

4. Rights and obligations of the Nursery

- 4.1. The Nursery shall place out its professional nursery program and the institutional quality control program in such a way that the Parents can freely read them. In case of any significant amendment to the House Rules attached to the Agreement as an annex, the Nursery shall ensure opportunity for the Parents to become aware of the text in effect free of charge, and to provide one copy thereof upon request of the Parents. Such possibility is being provided on and by the website of the Nursery (<http://mindenkid.hu>).
- 4.2. The Nursery shall inform the Parents about its decisions on the admission to the Nursery, the termination of the nursery placement, the development of the child, about the rules of operation and about all measures relating to which law requires notification.
- 4.3. The Nursery shall collect the written declaration of the Parents for all such nursery decisions, which impose further payment obligations on the Parents, not known at the time of signing the present Agreement. The written declaration shall not be necessary if the Parents fulfil the further payment obligation; fulfilment of the payment obligation shall be considered as approval.
- 4.4. If the Nursery cannot eliminate with pedagogical methods any occurrent causes endangering the Child, or this is justified to protect the community of the children, it may seek assistance of the childcare service or of the educational mediation service, or of other service functioning in the field of youth protection, family law. In connection with these obligations, undertaken by the Nursery the Parents undertake enhanced cooperation.
- 4.5. The Nursery undertakes to organize special programs, event participations, which are not included in the work plan, but occasionally linked thereto, and ensures pedagogical supervision of those. The expenses related to the participation in these special programs are not included in the Fee defined below.

5. Rights and obligations of the Manager

- 5.1. The Manager undertakes to establish the economic conditions necessary for the realization of the program of the Nursery, and to continuously ensure the conditions necessary for the maintenance of the operation.
- 5.2. The Manager represents that the operation management and functioning of the Nursery complies with the laws.

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- 5.3. The Manager ensures the acquisition of the official licences necessary for the rightful operation; it supervises the processes of the authorities, keeps watch in order to fulfil the obligations arising in connection with the operation of the Nursery.
- 5.4. The Manager is obliged to provide funds covering the necessary and appropriate costs for the maintenance of the Nursery and it shall cooperate in the management thereof with expectable care.

6. Fees of Nursery Services

6.1. The Parties record that they define the amount of fee payable to the Manager in return of the Nursery Services as follows.

6.2. For the performance of the obligations stipulated by the present Agreement, Parents shall be obliged to pay a fee (hereinafter and above: Fee) to the Manager. Moreover, Parents undertake to keep the terms of the payment obligations set forth in the present agreement.

6.2.1. The Parents agree that the amount of Fee defined by the present agreement is a definite amount established for the term of this Agreement i.e. defined for a full School year.

6.2.2. The payment of the Fee is due monthly in advance; the Parents shall be obliged to pay that to the Manager by the 5th day of the subject month

- Either in cash, or
- via bank transfer according to the following instructions:
Account beneficiary: Munkahelyi Óvoda Nonprofit Kft.
Bank: Raiffeisen Bank Zrt.
Account number: 12001008 - 01553807 - 00300004
Note: „name of the Child”

6.2.3. The amount of the Fee

- In relation to the School year of 201.../201... ,
- and to the day-care in..... language
is Ft / month, gross (hereinafter named as the „Monthly Fee”), i.e.
..... Ft / year, gross (hereinafter named as the „Annual Fee”), which is to be paid until the end of the School year.

The Fee includes the costs of the catering four times a day as well as the potential discounts set by the Manager according to the provisions of sections 6.2.6. and 6.2.7 of this Agreement.

For the avoidance of any doubts and misunderstandings the Parties acknowledge and state that the amount of the Fee is not conditional on the number of national or public holidays or of any free days prescribed by the Manager and the Nursery in advance, i.e. in case of such free days and holidays the Parents are not entitled to any form or way of reclaiming or setoff.

6.2.4. Parties agree that as a security for fulfilment of the present Agreement, Parents shall be obliged to pay at the time of signing the present agreement, but the latest by the day of registration the amount equal to the Monthly Fee (as set forth above in 6.2.3) as registration fee (“Registration Fee”). The amount of the Registration Fee is included in amount of the Annual Fee, to be considered as the last instalment of the Monthly Fee and shall not be returned neither if the present agreement terminates nor if it does not enter into effect.

6.2.5. Parents may perform the further payments of the Fee as follows:

- In monthly instalments i.e. with the payment each part of the Monthly Fee from September 1st to August 31st, by the 5th day of each month;
- 6–6 (six–six) monthly instalments, i.e. the first half of the Annual Fee shall be due until September 5th, and the second half of the Annual Fee shall be due until March 5th. In the event of this payment structure the Manager grants 5% discount from the Annual Fee and the amount of the Registration Fee shall be set off in the second half of the Annual Fee.
- In one single payment i.e., the full amount of the Annual Fee until September 5th. In this case the Manager grants a discount equal to one Monthly Fee and offsets the Registration Fee as well.

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- 6.2.6. In the case that the Parents conclude agreements about Nursery Services with the Manager in respect of more of their children during the same School year, and they perform the conditions of the agreement, and furthermore their children attend 5 (five) days a week in the Nursery then the Manager grants the Parents a special discount (hereinafter referred to as “**Sibling Discount**”). The value of the Sibling Discount for the second and every further child shall amount to 10% of their Annual Fee. The aggregate amount of the discounts granted according to this and the above articles shall not exceed 20% of the Annual Fee per Child.
- 6.3. In order to avoid misunderstandings, the Parties state, and the Parents expressly acknowledge that the Fee shall be due for the entire School year under the effect of this Agreement, or for the entire period under the effect of this Agreement, irrespectively of the fact that on some days of the calendar year – as defined in the House Rules - the Nursery is closed. The Fee shall be due also for those days on which the Child is absent from Nursery due to illness or to any other reason (including but, not limited to family holidays). The amount of Fee shall not be returned to the Parents.

7. Vis mayor

In the event, if the Manager is obliged to keep the facility of the Nursery closed or keep the facility open subject to certain restrictive conditions due to reasons not attributable to its decision and such conditions are out of its control (for example due to statutory orders of the related authorities etc.) and therefore becomes unable to perform or can only perform the Nursery Services subject to limiting conditions (hereinafter referred to as “Vis mayor”) the Parties agree to retain this Agreement valid as long as the limiting conditions have not been removed or have not become invalid. The Vis mayor shall come into force and shall become invalid subject to written and official notice sent via post or e-mail by the Manager. Such notification must be acknowledged and respected by the Parents.

Fee for Extraordinary Periods, ie Force Majeure Period

- 7.1.1.If, due to the force majeure situation (see point 7), the maintainer is obliged to operate the nursery groups with limited number of children, the Parties acknowledge that the employment of the Child is not possible every working day. The weekly schedule of the Child shall be agreed upon by the Parties. During such period, the Fee shall remain in force, however, the parties scale it up according to a mutually agreed schedule.
- 7.1.2.Temporary closure period ordered by authorities: if, due to any exceptional situation, ie force majeure as described in point 7, the operation of the institution or group(s) is officially suspended, the Parties shall endeavour to switch to online education. During such period, the 50% of the Fee needs to be paid.
- 7.1.3.For the avoidance of doubts and misunderstandings the Parties state that if, except in cases of Force Majeure referred to in Clause 7 of this Agreement, the Parents do not bring the Child to nursery at their own discretion (ie not for official information under the Agreement), the Fee shall remain in force.

8. Termination of the Agreement

- 8.1. Parties agree that the present Agreement and the educational relationship existing on the basis thereof share each other’s the legal fate with regards to the termination, i.e. if the educational relationship terminates, then the effect of the present Agreement shall also cease, and if the Agreement terminates, then the educational relationship constituting its subject shall also terminate.
- 8.2. The educational relationship shall terminate if
- 8.2.1. Parents announce in writing that the Child drops out from the nursery, on the day indicated in the announcement;
- 8.2.2. the Nursery placement has been terminated by the leader of the Nursery due to payment debt – after the ineffective notice to the parent and following inspection of the social situation of the child -, on the day on which the decision on the termination enters into force;
- 8.2.3. on the last day of the School year;
- 8.2.4. this Agreement is terminated by either party by notice or for cause;

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8.2.5. the definite term of this Agreement (Section 2.2.) expires.

8.3. Termination by notice

Parties agree that the present Agreement shall be terminated by ordinary termination with the notice period of at least 30 (thirty) days without the obligation to reason.

For the avoidance of doubts and misunderstandings the Parties state that out of the events listed under section 8.2 only those referred to in sub-sections 8.2.1, 8.2.2., 8.2.4, and 8.2.5 may be considered as ordinary termination provided that the Parents have applied the 30-day termination notice and have delivered their written termination notice to the Nursery and the Manager accordingly. Should the Parents fail to fulfil their notice obligations the Registration Fee and the part of the Fee related to the period of the notice shall not be reimbursed by the Manager and the Parents shall lose their right to claim any claims.

In case of Annual/Semi-annual fees the Manager transfers the proportionate part of the Fee pre-paid by the Parents and calculated on the day of the termination (as this part of the Fee has been unused by this Agreement) less the Registration fee to the bank account provided by the Parents. For the avoidance of doubts, in this case the Parents shall not be entitled to claim the discounts applied earlier for the bulk payment as per section 6.2.5 of this Agreement i.e. the proportionate amount of the discounts applied but, not used by the Parents shall be charged and payable.

8.4. Termination for cause

Parties agree that the present Agreement – exceptionally – may also be terminated with immediate effect by termination for cause, communicated in writing

8.4.1. by the Parents if the Nursery and/or the Manager has materially breached its contractual obligations, especially if the Nursery

- has wilfully applied a seriously damaging educational form or method from the aspect of the physical, mental, emotional and ethical development of the Child,
- The Child has suffered body injury healing over 8 (eight) days or lasting health harm caused by wilful or seriously negligent behaviour of the Nursery,
- does not fulfil its obligation to provide information defined in the present Agreement and in the House Rules despite numerous requests of the Parents.

Should any of the above events become effective and proven and the Parents terminate this Agreement the Manager should reimburse the full amount of the Registration Fee (provided that it has not been already set off).

8.4.2. by the Manager and/or the Nursery if the Parents have materially breached their contractual obligation, especially if the Parents

- hinder the education of their child or the community of the children, its physical, mental, emotional and ethical development by their wilful or seriously negligent behaviour despite the written notice of the Manager;
- (or the Child) seriously breach substantial prescriptions of the House Rules and they do not cease the illegal state despite the written notice of the Manager;
- fall into a delay exceeding 20 (twenty) days with the fulfilment of their payment obligation arising out of the present Agreement, and they do not settle the expired debt despite the written notice of the Manager.

The Manager retains its right to claim the unpaid Fees payable for the use of the services.

The Parents acknowledge and accept that the Manager and/or the Nursery may terminate this Agreement with immediate effect if in relation to the Child they realize and become assured that he/she requires special care, treatment and education the Nursery unable and not obliged to provide.

In the case of the events listed in this section the Manager and the Nursery shall not be obligated for any monetary repayment.

8.5. The present Agreement terminates without the Parties' legal act in the following events:

- on the last day of the School Year, in which the Child turns 3 years of age;

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- in the School Year the Child turns 3 of age but, before the last day of the School Year in case the Child has been taken over by a kindergarten, on the day of the official takeover;
- in case the operating permit of the Mindenkid Corvin Családi Bölcsöde has been revoked, on the day when the revocation becomes valid.

9. Data protection provisions

The Nursery and the Manager as joint data managers hereby inform the Parents as the legal representatives of the Child, that the data, information and records of the Child and the Parents may be used and be handled by them as authorized entities under the Act 2011 of CXC in the Act of Public Education in accordance with the provisions of the Data Protection Information forming inseparable part of this Agreement and made available on the website of the Manager (<http://mindenkid.hu>). Furthermore, the Manager informs the Parents may exercise their rights in accordance with the provisions of the said data Protection Information. This notification is hereby accepted by the Parents.

10. Closing Provisions

- 10.1. Parties record that the educational principles and the aims of the Nursery, those educational duties which ensure the development of the personality of the child, his/her preparation for the community life, the form of cooperation of the parent, child and pedagogue, the list of tools and equipment facilitating the educational work are contained in detail by the Professional Nursery Program, prepared in accordance with the national basic program of the nursery and made available on the website of the Manager.
- 10.2. Parties record that the rules of the all-time effective House Rules of the Nursery shall be effective also for the educational legal relationship established on the basis of the present Agreement and binding for the Parties.
- 10.3. Parties record that under the present Agreement under the designation "Parents" the singular "Parent" shall be appropriately applied in dependence of the wording of the header of the present Agreement.
- 10.4. The Parents, as lawfully authorized persons of the Child, declares that they have been duly informed about the content and conditions of the nursery services, the records about the Parents and the Child, the house rules of the Nursery, and the possibilities of exercising the rights to complain under the Law of 33 (2), XXXI. of 1997.
- 10.5. The Parents, as lawfully authorized persons of the Child, provide all necessary information to the data and records to be maintained in accordance with the sections b) and c) in paragraphs 33 (3) of the XXXI Law of 1997 and the law on child protection as well as duly inform the leader of the Nursery about any changes occurred in any authorization conditions or in the personal information of the natural entities.
- 10.6. Parents declare that by signing this Agreement they have become acquainted with Professional Nursery Program, the Fees and accept the House Rules (as attached to this Agreement and forming inseparable parts thereof) and the payment conditions.
- 10.7. For the matters relating to the legal relationships arising out of the present Agreement but not regulated in the Agreement, Act V of 2013 of the Civil Code shall be applied. Also, the regulations of the Civil Code of Hungary relating to the mandate agreements and the general rules of contract law shall be applied to the legal relationship between the Parents and the Manager.
- 10.8. Parties agree that any legal disputes between the Parties, arising from or in connection with the Agreement shall fall under the exclusive jurisdiction of the Court of the Central District of Buda.
- 10.9. The present agreement was made in Hungarian language. An English translation of the present agreement has also been prepared, but in case of any contradictions between the Hungarian and English version, the Hungarian version shall prevail.

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Parties sign the present Agreement after reading and interpreting approvingly, as being in full compliance with their will.

Budapest,

.....
[NAME OF THE FATHER] [NAME OF THE MOTHER]

.....
Munkahelyi Óvoda Nonprofit Kft