



## **General terms of use for Kinderparadies at the Shopping Arena in St.Gallen**

### **I. General**

The Kinderparadies is available only to customers of the shopping centre. The responsible persons are not permitted to leave the shopping centre for the duration of their children's time at Kinderparadies. The responsible persons must also be reachable by phone for the entire duration of the time spent by their child or children at Kinderparadies. In the event of an emergency, they will be contacted by mobile phone or over the intercom system. In such cases, the responsible person must appear at Kinderparadies within 15 minutes.

Parents who work on the premises of the shopping centre are not allowed to leave their children at Kinderparadies.

Children from the ages of three to nine may be dropped off at Kinderparadies, with the exception of small children aged two and up for special events. Sick children or children who have been ill with a contagious disease within the last seven days must not be brought to Kinderparadies.

There is no automatic entitlement to admission at Kinderparadies, which reserves the right to refuse admission without giving a reason.

### **II. Opening hours**

Kinderparadies is open during the following hours:

Mon/Tues	12 am – 7 pm
Wed/Fri	9 am – 7 pm
Thurs	9 am – 9 pm
Sat	9 am – 5 pm

#### **During school holidays:**

Mon/Tues/Wed/Fri	9 am – 7 pm
Thurs	9 am – 9 pm
Sat	9 am – 5 pm

Kinderparadies is closed on public and local holidays.

### **III. Childcare costs and duration of stay**

The cost of care at Kinderparadies per child is as follows:

Up to one hour	CHF	3.50
1-2 hours	CHF	7
2-3 hours	CHF	11
3-4 hours	CHF	16

The maximum length of stay is four hours.

### **IV. Registration, drop-off and pick-up**

Registration:

The responsible person must register themselves and the child(ren) when they come to Kinderparadies for the first time, or they must re-register if their information has been deleted from the system (see section IX below). An official government-issued ID with photo of the responsible person (e.g. passport, ID, driving license) and the child's health insurance card are required.

The responsible person must notify the Kinderparadies staff of any allergies or illnesses the child may have.

If the data has not yet been deleted (see section IX below), registration is via mobile phone number.

Drop-off:

When a child is left in the care of Kinderparadies, they receive a nametag that includes the telephone number and any allergies. The responsible person receives a card stating the same details.

Pick-up:

The responsible person must present official identification and the card received when they dropped off the child(ren). If a different person is to pick up the child(ren), Kinderparadies must be informed of this in advance at the time of drop-off (including name, address, nationality, phone number, relation to child).

The child will be accepted after payment of the costs.

### **V. House rules**

- a) Personal items, such as toys, pacifiers, jackets, shoes, necklaces, etc, must not be taken into Kinderparadies and should be left in the lockers.
- b) Toys belonging to Kinderparadies must not be taken off the premises.
- c) Food and drinks (including chewing gum, sweets, etc.) must not be consumed at Kinderparadies, with the exception of organised birthday parties. Drinking water is available to the children at all times.

- d) Lost and found items will be kept at Kinderparadies for x months, after which time they will be disposed of.
- e) Strollers can be left in the anteroom of Kinderparadies.
- f) The responsible person will be notified if a child's diaper needs changing. The person is required to either pick up the child immediately or to change the diaper at Kinderparadies. The same applies for children who are not in diapers but who have wet or dirty clothes.

## **VI. Safety**

Children will be supervised and cared for by specially trained personnel for the duration of their time at Kinderparadies.

Only the children, childcare personnel and responsible persons are allowed inside Kinderparadies while the children are there.

Photography and filming are not allowed anywhere inside Kinderparadies.

The cloakroom and entrance of Kinderparadies are under video surveillance. The recordings are deleted after 24 hours.

If Kinderparadies has to be evacuated due to a fire or other alarm, the children must be picked up at the meeting point.

Childcare personnel can perform first aid in emergencies. Further medical attention may be sought as well.

## **VII. Liability by the operator of Kinderparadies**

Liability (contractual and non-contractual) on the part of the operator of Kinderparadies is, to the extent legally permissible, fully excluded. This applies in particular to liability arising from minor negligence, indirect damage or consequential damage, or from assistant personnel.

Furthermore, no liability will be assumed for children's lost or damaged personal items, even when stored in the lockers.

## **VIII. Parental liability**

Parents are responsible for and recommended to take out liability, health and accident insurance.

The parents assume full responsibility for bodily, physical or property damage caused by their child(ren).

The parents assume all costs arising from their child's illness or accident.

Liability claims may be triggered if the information provided about the responsible person and/or child proves to be inaccurate, or if important information concerning allergies, etc, is not provided.

## **IX. Data protection**

Yours as well as the personal data of your children will be processed in accordance with the applicable data protection law. Further information on data protection can be found in the separate privacy policy.

## **X. Further provisions**

Severability clause:

Should any individual provision in these terms of use prove to be or become invalid or unfeasible, the validity of the remaining terms of use shall remain unaffected. A valid or feasible provision that is closest in terms of the economic objective originally intended by the contractual parties is to replace the respective invalid or unfeasible provision. The above provisions apply in the event the terms of use prove to be incomplete.

Applicable law and jurisdiction:

The childcare relationship is subject exclusively to Swiss law. The exclusive court of jurisdiction is the one presiding at the location of the shopping centre.

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