[*The original document consists of 5 pages.*]

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Annex No. 3 to the Organisational Rules of Poznański Zespół Żłobków (Poznań Nursery Complex)

**Agreement for the Provision of Childcare and Educational Services**
**(hereinafter referred to as the "Agreement")**

concluded on ..... in Poznań between:

the City of Poznań – Poznański Zespół Żłobków, with its registered office at os. Bolesława Chrobrego 108, 60-681 Poznań,
represented by the Director, Ms Sylwia Rogacka,
hereinafter referred to as the **"Nursery Complex"**,

**and**

the parents/legal guardians of the child:
Ms
.....
residing at
.....
PESEL
.....
and
Mr
.....
residing at
.....
PESEL
.....,
hereinafter referred to as the **"Parents"**,

hereinafter jointly referred to as the **"Parties"** and individually as a **"Party"**.

§ 1

1. The subject matter of the Agreement is the use by the child ..... of the services of the Nursery Complex provided at the "....." Nursery, with its registered office in Poznań at ul. ....., hereinafter referred to as the **"Nursery"**, from ....., to the extent specified in the Act of 4 February 2011 on the Care of Children up to the Age of 3.
2. The Nursery is open on working days from Monday to Friday, from 6:00 to 17:00, which are its working hours, in accordance with the organisational rules in force at the Nursery.

§ 2

1. By concluding the Agreement, the Parents undertake to:
   1) comply with the statute and the organisational rules in force at the Nursery Complex;
   2) comply with the rules in force at the Nursery concerning work organisation, safety and hygiene, and follow the announcements issued by the director of the Nursery;
   3) pay the fees referred to in § 4 para. 2 and 3 on time;
   4) give prior notice of each planned absence of the child.
2. The Parents shall use the free-of-charge 4parents IT system for purposes including communication with the Nursery, reporting the child's absence and the method of paying the fees for attendance and meals, provided that, as regards the fees, the system is an auxiliary tool, whereas the fees specified in the Agreement remain binding.

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3. The Parents shall be obliged to collect the child from the Nursery in person. The Nursery will allow the child to be collected by a person other than a Parent only if the Nursery's records contain a written authorisation for a third party to collect the child, previously submitted by the Parents in the presence of the director of the Nursery or a carer employed by the Nursery, containing that person's personal data (first name, surname, residential address, type, series and number of identity document). A third party not personally known to the Nursery staff may collect the child only after first presenting an identity document containing data identical to those in the authorisation.
4. The Parents shall be obliged to update annually, by 31 May of a given calendar year, the documents confirming that the following conditions are met:
   1) residence within the City of Poznań;
   2) filing of income tax returns by both parents in the City of Poznań (except for Parents raising a child/children alone) or earning income referred to in § 1 para. 1 of the Regulation of the Council of Ministers of 23 March 2012 on granting the powers of tax authorities;
   3) completion of the child's mandatory preventive vaccinations specified in the Regulation of the Minister of Health of 18 August 2011 on mandatory preventive vaccinations (does not apply to children with medical contraindications to vaccination).

§ 3

Under the Agreement, the Nursery Complex undertakes to:

1) provide the child, as far as possible, with care in living conditions similar to home conditions;
2) guarantee the child appropriate nursing and educational care by conducting play activities with educational elements, taking into account the child's individual needs;
3) conduct childcare and educational activities appropriate to the child's age and taking into account the child's psychomotor development;
4) provide the child with meals in accordance with the applicable nutritional standards for children up to the age of 3, within the applicable meal rate, the maximum amount of which has been specified in a resolution of Poznań City Council.

§ 4

1. In return for the service provided by the Nursery during its working hours, the Parents shall be obliged to pay the following fees:
   1) a fixed monthly fee for the child's attendance of up to 10 hours a day, in the amount specified in a resolution of Poznań City Council;
   2) a fee for the child's meals, covering the cost of products used to prepare meals, per day, not exceeding the maximum daily fee for the child's meals in the amount specified in a resolution of Poznań City Council. The maximum daily fee for the child's meals shall be indexed annually as of 1 February by the average annual consumer price index announced by the President of Statistics Poland (*Główny Urząd Statystyczny*) in the form of a communication, rounded up to full zlotys;
   3) an additional fee for extended care at the Nursery at a Parent's request in the amount of PLN 50 for each commenced hour of care, in accordance with a resolution of Poznań City Council.
2. The Parents acknowledge that the amount of the fees specified in para. 1 does not depend on the decision of the Nursery Complex and is determined by a resolution of Poznań City Council, whereby, on the date of conclusion of the Agreement:
   1) the fixed monthly fee for the child's attendance of up to 10 hours a day is PLN 1,500.00;
   2) in the case of a child holding a disability certificate together with indications of the need for permanent or long-term care or assistance of another person (due to a significantly limited ability to live independently) and the need for the child's carer to participate permanently on a daily basis in the child's treatment, rehabilitation and education, the monthly fee for the child's attendance at the nursery of up to 10 hours a day is PLN 1,900.00;
   3) the daily fee for the child's meals, covering the cost of products used to prepare meals, is PLN 9.00, whereas the maximum daily fee for the child's meals is PLN 15.00;
   4) the additional fee for extended care at the Nursery at a Parent's request is PLN 50.00 for each commenced hour of care

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– as follows from Resolution No. VIII/114/IX/2024 of Poznań City Council of 24 September 2024 on setting the amount of the fee for children's attendance at nurseries run by the City of Poznań, as amended.

3. The Parents acknowledge that if the conditions are met for determining the amount of the fees specified in para. 1 on the basis of Order No. 984/2023/P of the Mayor of Poznań of 29 December 2023 on adopting the programme "Supporting the Process of Assistance, Adaptation, Integration and Professional Activation" together with its annex, on the date of conclusion of the Agreement, for a period of up to 60 days from the date of the child's admission to the Nursery, the daily fee for the child's meals, covering the cost of products used to prepare meals, is PLN 0.00, whereas the maximum daily fee for the child's meals is PLN 15.00.
4. A change in the amount of the fees referred to in para. 2 and 3 shall take place on the basis of a resolution of Poznań City Council amending or repealing Resolution No. VIII/114/IX/2024 of Poznań City Council of 24 September 2024 on setting the amount of the fee for children's attendance at nurseries run by the City of Poznań, as amended, and setting new fee amounts, and on the basis of an order of the Mayor of Poznań amending or repealing Order No. 984/2023/P of the Mayor of Poznań of 29 December 2023 on adopting the programme "Supporting the Process of Assistance, Adaptation, Integration and Professional Activation" together with its annex, and setting new fee amounts. The change in the amount of the fees shall apply from the date of entry into force of the resolution of Poznań City Council and the order of the Mayor of Poznań.
5. The Parents will be notified of a change in the amount of the fees referred to in para. 2 and 3 by the director of the Nursery Complex by means of an announcement on the notice board at the ..... Nursery and by electronic communication, no later than 7 days from the date of entry into force of the resolution of Poznań City Council and the order of the Mayor of Poznań.
6. The daily fee for the child's meals referred to in para. 2 point 3 or para. 3 may be changed in the event of a change in the cost of products used to prepare meals, provided that it may not exceed the maximum daily fee for the child's meals of PLN 15.00 (in the case of para. 2 point 3 and in the case of para. 3). The Parents will be notified of the change by the director of the Nursery Complex by means of an announcement on the notice board at the ..... Nursery and by electronic communication, no later than 7 days from the date of the change. The change shall apply from the calendar month following the calendar month in which it was made. If the Parents do not consent to the change, they have the right to terminate the Agreement without observing the notice period.
7. The parents may be exempted from the meal fee on the terms specified in § 6 of Resolution No. VIII/114/IX/2024 of Poznań City Council of 24 September 2024 on setting the amount of the fee for children's attendance at nurseries run by the City of Poznań, as amended.
8. The parents may be exempted from the attendance fee on the terms specified in § 6a of Resolution No. VIII/114/IX/2024 of Poznań City Council of 24 September 2024 on setting the amount of the fee for children's attendance at nurseries run by the City of Poznań, as amended.

§ 5

1. The fees referred to in § 4 para. 2 points 1, 2 and 3 and in § 4 para. 3 shall be payable in advance by the 15th day of each calendar month.
2. The fee referred to in § 4 para. 2 point 4 shall be payable by the 15th day of the calendar month following the calendar month in which it was charged.
3. The Parents shall be obliged to pay the fees referred to in § 4 para. 2 and 3 to bank account number .....

§ 6

1. The Nursery Complex has the right to terminate the Agreement without observing the notice period in the event of:
   1) the Parents' arrears in paying part or all of the fees referred to in § 4 para. 2 and 3 for a period exceeding 7 days from the set payment deadline, after the Parents have first been requested to fulfil this obligation within a period of not less than 7 days;
   2) the child's absence from the Nursery lasting longer than 10 days from the date of the child's admission to the Nursery, where the Parents fail to notify the director of the Nursery Complex or the director of the Nursery of the reason for the absence, after the Parents have first been requested to fulfil this obligation within a period of not less than 7 days;



3) the child's absence from the Nursery for a period of 30 days, where the Parents fail to notify the director of the Nursery of the reason for the absence, after the Parents have first been requested to fulfil this obligation within a period of not less than 7 days;

4) failure to provide, within the set deadline, the required documents confirming the filing of income tax returns in the City of Poznań or the earning of income referred to in § 1 para. 1 of the Regulation of the Council of Ministers of 23 March 2012 on granting the powers of tax authorities, and the completion of the child's preventive vaccinations in accordance with the vaccination schedule, after the Parents have first been requested to fulfil this obligation within a period of not less than 7 days.

2. The Parents have the right to terminate the Agreement without observing the notice period if they do not consent to a change in the amount of the fees referred to in § 4 para. 2 and 3.

3. The Agreement may be terminated by mutual consent of the Parties at the Parents' request for various unforeseen reasons with effect at the end of the calendar month following the calendar month in which the request was submitted, if the director of the Nursery Complex gives consent.

4. A notice of termination of the Agreement or an agreement of the Parties to terminate the Agreement shall only be valid if made in writing. A notice of termination of the Agreement shall be sent by registered letter to the correspondence address last provided by the Party. The correspondence address last provided shall be deemed to be the address indicated in the Agreement, unless the other Party has been notified in writing of its change.

5. The Parties shall be obliged to inform each other promptly in writing of any changes to their correspondence addresses.

**§ 7**

If the child's Parents evade payment of the amounts due under the Agreement, the actions provided for by law will be taken promptly in order to enforce them.

**§ 8**

The Parents declare that, before concluding the Agreement, they have read:

1. the statute of the Nursery Complex, constituting an annex to Resolution No. ..... of Poznań City Council of ..... on granting the statute to Poznański Zespół Żłobków (as amended), available in the Public Information Bulletin of the City of Poznań;

2. the organisational rules of the Nursery Complex, constituting an annex to Order No. ..... of the Mayor of Poznań of ..... on granting organisational rules to Poznański Zespół Żłobków (as amended), available in the Public Information Bulletin of Poznański Zespół Żłobków;

3. Resolution No. VIII/114/IX/2024 of Poznań City Council of 24 September 2024 on setting the amount of the fee for children's attendance at nurseries run by the City of Poznań (as amended), available in the Public Information Bulletin of the City of Poznań;

4. Order No. 984/2023/P of the Mayor of Poznań of 29 December 2023 on adopting the programme "Supporting the Process of Assistance, Adaptation, Integration and Professional Activation" together with its annex (as amended), available in the Public Information Bulletin of the City of Poznań.

**§ 9**

The personal data provided in the Agreement are protected in accordance with the Personal Data Protection Act of 10 May 2018 and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

**§ 10**

1. The Agreement has been concluded for the period until the end of the school year in which the child reaches the age of 3 or, where it is impossible or difficult to provide the child with pre-school education, the age of 4, or until the child's transfer to pre-school education before reaching the age of 3. The Parents shall be obliged to inform the Nursery in writing of the possibility of the child's transfer to pre-school education with appropriate advance notice, promptly after receiving information about the child's qualification for pre-school.

2. Any matters not provided for in the Agreement shall be governed by the generally applicable provisions of law.

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3. The Agreement has been drawn up in two identical counterparts, one for each Party.
4. The Agreement shall enter into force on the date of its signing.

| | |
|---|---|
| ..... | ..... |
| *(signature of the Director of the Nursery Complex)* | *(signature of the Parents)* |

Annexes:

1. Child information card
2. Authorisation to collect the child
3. Parents' declaration

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I, Konrad Czekalski, a certified translator and interpreter of English, registered with the Polish Ministry of Justice under no. TP/7/08, do hereby certify that this is a true and correct translation of the Polish document which has been produced to me in original, in electronic form as a DOCX file. Any italicised comments in square brackets are added by me.

Register no. 75/2026

Poznań, 11 November 2026.

KONRAD CZEKALSKI TŁUMACZ PRZYSIĘGŁY JĘZYKA ANGIELSKIEGO NR TP/7/08