

# Kita Application Form/Contract



## Personal details

male  female  diverse

Child's family name	Child's first name
Street	Post code   Town
Mobile	E-Mail
Date of birth	Native Language
AHV number child	

## Mother

Family name	First name
Street	Post code   Town
Telephone private	Telephone business
Mobile	E-Mail

## Father

Family name	First name
<input type="checkbox"/> same address as mother	
Street	Post code   Town
Telephone private	Telephone business
Mobile	E-Mail

## Desired days/half days

Please mark the desired time:

	Monday	Tuesday	Wednesday	Thursday	Friday
Morning (7.00 am to 11.45 am)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lunch and lunchtime supervision (11.45 am to 1 pm)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Afternoon (1 pm to 6 pm)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Fees

Flat monthly rates (1 month = 4 weeks)

	1 half day without lunch / week (10%)	1 half day with lunch / week (15%)	1 day / week (20%)	2 days / week (40%)	3 days / week (60%)	4 days / week (80%)	5 days / week (100%)
Children from 12 months	CHF 300.-/ month	CHF 380.-/ month	CHF 520.-/ month	CHF 1040.-/ month	CHF 1560.-/ month	CHF 2080.-/ month	CHF 2600.-/ month
Babies 6 to 12 months	CHF 320.-/ month	CHF 440.-/ month	CHF 580.-/ month	CHF 1160.-/ month	CHF 1740.-/ month	CHF 2320.-/ month	CHF 2900.-/ month

The fee must be payed in advance. Public Holidays will be charged, company holidays not.

Anticipated date of entry: \_\_\_\_\_

An enrolment fee of CHF 230.- will be charged. As a rule, the minimum care period is 20%. The prices listed here apply from 2025. Subject to price changes.

Please turn over!

## Information

We give Feusi permission to take pictures of our child and use them: for internal use.  yes  no  
for external use.  yes  no

Does your child have any diseases?  no  yes, which? \_\_\_\_\_

Does he/she take any medication?  no  yes, which? \_\_\_\_\_

Does your child have any allergies?  no  yes, which? \_\_\_\_\_

My child has been accident insured.  yes  no (Please read section 7 of the contract.) \_\_\_\_\_

Which doctor should be contacted in case of emergency? \_\_\_\_\_

Name and first name \_\_\_\_\_

Address and telephone \_\_\_\_\_

Permission to obtain information from previously attended institutions for the purpose of optimum arrangements  yes  no \_\_\_\_\_

## Billing address

The invoice should be made out to  Mother's address  Father's address  Address below

Mr  Mrs

Company \_\_\_\_\_

Surname \_\_\_\_\_ Name \_\_\_\_\_

Street \_\_\_\_\_ Post code | Town \_\_\_\_\_

Profession \_\_\_\_\_ Telephone/Mobile \_\_\_\_\_

E-Mail \_\_\_\_\_

**The invoice will be sent by e-mail.**

By signing the contract, I confirm that I have read and accept the General Terms and Conditions (GTC).

**Place, Date** \_\_\_\_\_

**Signature legal representative** \_\_\_\_\_ **Signature of payer** \_\_\_\_\_

Signature Feusi Bildungszentrum AG \_\_\_\_\_

For ease of readability, we use masculine pronouns.

## 1. Controller for purposes of data processing

If you have concerns relating to data protection law, please contact us at the following address: Feusi Bildungszentrum AG, Datenschutz, Max-Daetwyler-Platz 1, 3014 Bern or [datenschutz@feusi.ch](mailto:datenschutz@feusi.ch).

## 2. Purpose of data processing

We collect, process and store your personal data to the extent necessary for concluding and performing the contract and in accordance with our internal policies, in particular for:

- ensuring the process of providing education and safeguarding school operations;
- managing student files;
- operating electronic student platforms;
- providing reports to authorities, associations, educational and sports partners, entities providing practical training and accreditation bodies and third parties (e.g. employers);
- maintaining a register of alumni and communicating with alumni;
- archiving of personal data (e.g. certificates).

In addition, we may also process your personal data for the following purposes, *inter alia*:

- communicating with third parties and processing their enquiries (e.g. applications, media enquiries);
- reviewing and optimising direct customer communications and collecting personal data from publicly available sources for the purpose of customer solicitation;
- advertising and marketing (including holding events), to the extent that you have not objected to this use of your data;
- asserting and enforcing legal claims and defences in connection with legal disputes and official proceedings;
- preventing and investigating criminal offences and other misconduct (e.g. conducting internal investigations, disciplinary investigations etc.);
- safeguarding our business operations, in particular IT, our websites, the use of messaging services such as text messaging, apps and other platforms and further development of the same;
- implementing automated use of cookies/tracking and other technologies to collect and store data in connection with student platforms;
- undertaking video surveillance to safeguard domiciliary rights and other measures for IT, building and plant security and the protection of our employees and other persons and assets belonging to us or entrusted to us (e.g. access controls, visitor lists, network and email scanners, telephone recordings);
- effecting the purchase and sale of business units, companies or parts of companies and other corporate transactions and the associated transfer of personal data as well as measures for business management and, to the extent required, to ensure compliance with legal and regulatory obligations.

If you have given us your consent to process your personal data for specific purposes (e.g. for publishing of film and photo recordings), we process it under and on the basis of this consent, unless we have another legal basis and we require the same. Consent, once given, may be withdrawn at any time, but this will not have any effect on any data processing or use of data that has taken place prior to that point.

## 3. Data transfer and data transmission abroad

We also disclose data to third parties as part of our business activities and for the purposes set out in clause 2. The recipients in such cases are, in particular, the following:

- persons requesting address information for organising alumni events, to the extent you have not objected to this disclosure of your data;
- our own service providers, including contract data processors (e.g. IT providers, ERP solutions in the realm of school administration);
- distributors, suppliers, subcontractors and other business partners;
- other school-related clients;
- domestic and foreign authorities, public offices or courts, for example for asserting and enforcing claims;
- media organisations
- the general public, including visitors to our website and social media;
- competitors, industry sector entities, associations, organisations and other bodies;
- interested parties or purchasers of business units, companies or other corporate subunits;
- other parties to potential or actual legal proceedings.

If a recipient is located in a country lacking adequate statutory data protection, it must give a contractual undertaking to comply with the applicable data protection rules. An exception may apply in the case of legal proceedings abroad, as well as in cases of overriding public interest or if the performance of a contract requires such disclosure, if you have given your consent or if the data in question is made publicly available by you and you have not objected to the processing of such data.

## 4. Retention period for personal data

We process and store your personal data for as long as it is necessary for compliance with our contractual obligations (from the pre-contract stage, through contract performance and up to contract termination) and statutory obligations (e.g. statutory retention and documentation obligations) as well as internal policies or for other purposes pursued in connection with the data processing.

It is possible that personal data will be retained for the period for which claims can be asserted against our company and to the extent we are otherwise legally obliged to do so or justified business interests so require (e.g. for evidentiary and documentation purposes). As soon as your personal data are no longer required for the above-referenced purposes, they will be erased or anonymised as far as possible.

## 5. Data security

We take appropriate technical as well as organisational security measures in order to protect your personal data from any unauthorised access as well as from misuse.

## 6. Obligation to provide personal data

In order for us to enter into and perform a contract with you (or the person you represent), you must provide us with the necessary personal data and grant us permission to process certain sensitive personal data (separate declaration of consent). The consent given to us for data processing can generally be withdrawn at any time. However, in the event of withdrawal of any consent which is necessary in order to perform the contract, we will no longer be able to perform the contract. In such case, we shall have the right to terminate the contract (see also clause 8).

## 7. Profiling and automated decision-making

We process your personal data automatically in some cases with the aim of evaluating certain personal aspects (profiling). In particular, we use profiling to provide you with targeted information and advice about products. We use evaluation tools, including market and opinion research, that enable us to communicate and advertise in a way that is tailored to customer needs.

## 8. Rights of data subjects

You have the right:

- of data access, rectification, erasure;
- to demand the restriction of data processing;
- to object to our data processing, in particular for direct marketing purposes and other legitimate interests in processing it;
- to obtain disclosure of certain personal data for transfer to another location (also known as data portability).

Please note, however, that we reserve the right on our part to assert the duty to comply with restrictions provided for by law, for example if we are obliged to retain or process certain data, if we have an overriding interest in doing so (to the extent we are entitled to rely on such interest) or if we need the data in order to assert claims.

Please note that the exercise of these rights may conflict with contractual agreements and may result in consequences such as early termination or costs. If this is the case, we will inform you in advance except where this has already been agreed upon by contract.

The exercise of such rights requires that you provide clear proof of your identity. In order to assert your rights, you may contact us at the address shown in clause 1. Furthermore, every data subject has the right to assert his rights in court or to lodge a complaint with the competent data protection authority. The competent data protection authority in Switzerland is the Federal Data Protection and Information Commissioner ([www.edoeb.admin.ch](http://www.edoeb.admin.ch)).

## 9. Entry into force

This Privacy Policy is effective as from 1 April 2023.

# Consent to our Privacy Policy



For ease of readability, we use masculine pronouns.

By concluding an educational contract with the Feusi Group, currently Feusi Bildungszentrum Bern AG, Feusi Bildungszentrum Solothurn AG and Private Hochschule Wirtschaft PHW Bern AG, I consent to the processing of my personal data as described below:

## 1. Processing and storage of personal data:

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- data that I have provided to the Feusi Group.

## 2. Processing and storage of sensitive personal data:

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- data concerning my health (including internal disclosures in order to safeguard our performance of duties as educators).
- data on social assistance measures, where relevant to the contractual relationship (e.g. in the case of support contributions etc.).
- data relating to administrative, civil or criminal proceedings and sanctions.

## 3. Consent to the publication of first name, surname, photos, film recordings and other media

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- I agree to the use for school-related purposes of photographs and films taken in connection with the operation of the school, as well as other media and information on which I can be seen and/or heard. To the extent that this gives rise to indications of ethnic origin, religion or health (e.g. skin colour, head coverings, glasses), my consent also applies to those indications. The granting of rights to photos, film recordings and other media and information is without remuneration and also includes the right to edit, provided that the editing does not distort the image.

The use and uploading for public access of photos, film recordings and other media for marketing purposes requires an additional, explicit consent in any case.

- I agree to the submission of my first name, surname, telephone number, email address and place of residence in the context of class lists.

All consents are given voluntarily and may in principle be withdrawn at any time. However, in the event of withdrawal of any consent which is necessary in order to perform the contract, we will no longer be able to perform the contract. In this case, the Feusi Group, currently Feusi Bildungszentrum Bern AG, Feusi Bildungszentrum Solothurn AG and Private Hochschule Wirtschaft PHW Bern AG shall have a right to terminate the contract upon prior notice.

By my signature on this form, I confirm that I have taken note of the contents of the Privacy Policy and that I consent to it.

**City, Date**

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**Signature of Party**

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**Signature of legal representative**

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(for parties under the age of majority)

These GTC apply to all the schools of Feusi Holding AG. All the schools are listed on the website [www.feusi.ch](http://www.feusi.ch).

For ease of reading, the masculine form is used. The term "school fee" is used for supervision/course fee, the term "course of studies" for training, education, course, course of instruction, programme or studies and the term "course participant" for child, pupil, learning partner and student.

## 1. Conclusion of contract

By signing the registration form, the contracting parties form a legally valid contract. A registration fee is charged.

By registering, the contracting partner also confirms that he has acknowledged and agrees to these General Terms and Conditions. Regulations that are relevant to the course of studies, such as guidelines, house rules, training regulations, promotion regulation, pre-degree as well as degree regulations, which also constitute part of this contract, are distributed at the beginning of the course of studies and will be provided or may be viewed on request. The school expressly reserves the right to update the programmes and to make changes to the regulations. In all other respects, the provisions of the Swiss Code of Obligations apply.

## 2. Costs

In addition to registration fee and school fee, the course participant bears the cost of any teaching materials, lecture scripts, school materials, as well as examination fees etc. that are not expressly designated as being included in the school fee. Costs for external activities (e.g., entrance tickets, travel tickets, meals) and for external examinations and training components (in particular, study trips and periods abroad for language-learning) are also not included and are borne by the course participant. The school may unilaterally make adjustments to the school fees at any time.

The school fee, registration fee, costs for teaching materials, fixed charges for copying as well as other ancillary costs are generally invoiced per semester and are payable within 30 days.

If the school fee is paid in instalments, these must be paid according to the payment slip. The right to charge a fee for payments by instalment remains reserved. The number of possible instalments is determined by the individual school. Registration fees, examination fees and ancillary costs are charged separately. Public credits for costs provided to the school are deducted directly.

In the event of late payment, the following fees are charged: account statement: free of charge, 1st reminder: CHF 10.–, 2nd reminder: CHF 50.–. Interest of 5% may be charged on the late payment from the 1st reminder onwards. In the event of late payment, the school is entitled to exclude the course participant from classes.

## 3. Term of contract & terminations

The contract is concluded for a specific course of studies with a predefined duration. The contractual relationship ends upon completion of the studies. The provisions below and any different written agreements remain reserved.

The course participant, respectively, the legal representative, may terminate the contract at the end of each quarter subject to 2 months' notice. This also applies in the event that the course participant does not start the studies. In such cases, the registration fee as well as the course fee is due for the first quarter. Notice of termination is to be made by registered letter. Simply being absent from the course of studies does not constitute notice of termination and also does not discharge the financial obligations.

If the course participant is not promoted, the contract may be terminated by either party at the end of the current quarter without observing the two-month notice period.

The school is entitled to terminate the contract without notice in serious cases, in particular due to unjustified absences or failure to make payments, as well as for serious disciplinary offenses and according to the data privacy statement clauses 6 and 8, paragraph 3. Termination of the contract without notice does not discharge the financial obligations.

In the event that the School should be unable to provide its services as a result of force majeure, political disruption, health emergencies (epidemics/pandemics etc.), terrorist attacks or governmental action, the Contractual Partner shall have no entitlement to compensation or repayment. If the course participant is invoiced a reduced school fee because a public contribution towards educational expenses is expected to be made and the public contribution is subsequently not granted, the course participant is obligated to pay the corresponding difference within 30 days.

## 4. Methods of instruction

Within the scope of the statutory requirements, the school shall decide on the methods of instruction, in particular as regards allocation between in-person instruction and other paedagogical-didactic methods (remote instruction, hybrid learning, etc.). All forms of instruction specified by the school are of equal value and shall in any event lead to complete fulfilment of the obligations under the contract. The choice and allocation of instruction method(s) or temporary changes in respect of these shall not affect the amount of school fees.

## 5. Changes to the contract

All changes and additions to the contract must be in writing to be valid.

## 6. Cancellation

The school is entitled to cancel courses if the number of participants is too low. In the event a teacher becomes unavailable, the school may cancel the course if no substitute with equivalent qualifications is available. As a rule, if the number of participants is low, an attempt is made prior to or at the latest within the first two weeks after the start of the course to find a satisfactory solution for both sides by rebooking to other courses, reducing the number of hours or adjusting the price.

If a course of studies cannot be run, course participants who have already registered will be notified as soon as possible, but no later than 10 days before the start of the course. Courses that last less than 6 months may be cancelled up to one day before the start of the course. If the school cancels a course of studies, the school fee, registration fee and ancillary costs, if already paid, will be refunded. Further claims for compensation are excluded.

Holidays and lesson-free days are in accordance with the applicable schools internal plan. Changes due to unforeseeable internal and external circumstances may be made at any time.

The courses of studies of the individual schools may be modified at any time without prior notice. For example, teaching days and times, number of lessons, learning content and exams may be continuously adapted to internal and external requirements, provided that they do not significantly change the overall character of the course of studies, respectively, the degree.

## 7. Insurance

The course participant is responsible for health, accident and liability insurance coverage.

## 8. Amendments reserved

These GTC may be amended at any time. The course participant will be informed of any amendments. If a course participant does not object within 30 days, the new provisions will be deemed to be accepted.

## 9. Place of jurisdiction

The place of jurisdiction, to the extent permitted by law, is Bern.

1 April 2023