

**CONTRACT FOR PART TIME CARE, TRAINING AND EDUCATION OF CHILDREN AT PRIVATE KINDERGARTEN "BRAMBAZAK"**

Today.....the present contract (the "**Contract**") was concluded in Sofia between:

**"BRAMBAZAK" Ltd.**, a limited liability company registered in the Commercial Register at the Registry Agency with UIC 202786194, with registered office: 11 "Panayot Volov" st., fl. 2, apt.3, represented by Pavlina Roumenova Kocheva, PIN: 8603136677, in her capacity of manager and **Private kindergarten "BRAMBAZAK"**, address: 66 Bacho Kiro St., Sofia, represented by Viara Dineva - Principal, hereinafter referred to in the contract as "**kindergarten**" and "**BRAMBAZAK**" on one hand

and

....., with address for correspondence: Sofia,....., contact ph. number:....., e-mail: ....., hereinafter referred to as "**Parent**", on the other hand, as the parent of ....., PIN: .....under the following conditions:

**I. GENERAL**

**Art. 1.** The present contract aims to regulate the relations between the parent, "Brambazak" Ltd. and the kindergarten.

**Art. 2.** "Brambazak" organizes and conducts its main activity with children between the age of one year and four months to seven years old, providing the necessary materials, technical facilities and personnel for a normal educational process at: 66, Bacho Kiro Str., Sofia.

**Art. 3.** The organizational structure of "Brambazak" consists of a principal who manages and represents the kindergarten and teachers - educators, who perform the group activities of the children under a pre-approved program of the Ministry of Education and Science.

**Art. 4.** For the services provided by "Brambazak", the Parent owes a monthly fee, agreed in advance under this Contract.

**Art. 5.** "Bambazak"" is open for business all year round (except for National holidays), with working hours from Monday to Friday between 07:30h. and 19:00h.

**II. SUBJECT MATTER AND TERM OF CONTRACT**

**Art. 6.** The parent assigns and "Brambazak" Ltd. agrees, in return of a monthly fee, that the kindergarten will ensure the conditions and conduct part time training in a well-established program of the Ministry of Education and Science and provide all necessary conditions for raising, training and educating a child from one year and four months to seven years of age under the legislation in force in the Republic of Bulgaria. This contract is concluded for a period of **12 (twelve) months from the date of its signing by the parties.**

### III. RULES OF ADMISSION

**Art. 7.** "Brambazak" admits children between the age of one year and four months to seven years old with normal psychological and physical development.

**Art. 8.** Acceptance of documents shall be done by the principal of "Brambazak" or by a person authorized by him / her.

#### **Necessary documents for admission in "Brambazak":**

1. Written application by the Parent - according to template;
2. A copy of a child's birth certificate;
3. Filled questionnaire - according to template;
4. Completed declaration - according to template;
5. Medical documents including (non-exhaustive):
  - Health-prophylactic card of the child, filled in by the personal doctor;
  - Single negative result of faecal microbiological study;
  - Single negative result for intestinal parasites:
    - investigation of a faecal specimen for helminths and protozoans;
    - perianal imprint with scotch stick for shavings;

Surveys must be done within fifteen days before the child enters the Kindergarten;

- Blood and urine tests carried out within one week prior to the child's admission to the Kindergarten;
- A health card and an immunization passport with information from the GP for the immunization status of the child;
- Medical note by the GP for lack of contact with infected patients up to three days prior to the child's admission to the Kindergarten;
- A Wasserman study of one of the parents made up to six months before the child's admission to the Kindergarten (nursery only) and others.

### IV. RIGHTS AND OBLIGATIONS OF "BRAMBAZAK"

**Art. 9.** The kindergarten shall have the right:

- 9.1. To receive a fee for the services specified in this contract.
- 9.2. To require all necessary documents that certify the child's health.

**Art. 10.** The kindergarten undertakes the following:

- 10.1. To provide normal, safe and healthy conditions for children accommodated in the kindergarten, including under the conditions of mixed groups.
- 10.2. To educate and train the child in accordance with state educational requirements and norms, as well as the UN Convention on the Rights of the Child.
- 10.3. To acquaint the Parent with the curriculum, the tasks and the objectives of the training.
- 10.4. To organize periodic parent meetings as well as to inform the parent about the learning outcomes, curriculum and everything related to the child's stay in the Kindergarten.
- 10.5. To inform the Parent of possible problems with the child, his / her behavior during the day, and his / her way of communication with other children.
- 10.6. To provide qualified staff of teachers, assistant educators, psychologists, and healthcare professionals to take care of the child every day.

- 10.7.** To provide medical care and conditions for the protection of the child's life and health.
- 10.8.** To provide educational and material facilities, toys, etc., in compliance with the health and safety requirements.
- 10.9.** To provide catering for children for every child. It is forbidden to import food that is not approved by Regional Health Inspection in the kindergarten. All nutritional preferences and health issues are specified when enrolling.
- 10.10.** To observe for the adherence of the relevant hygienic and sanitary norms in the Kindergarten.
- 10.11.** To inform and coordinate in advance and within reasonable time with the Parent the additional events that are not included in the total amount of the monthly fee.

**Art. 11.** "BRAMBAZAK" prepares a dossier for every child in which the changes in his condition and development are periodically recorded.

**Art. 12.** "BRAMBAZAK" Ltd. and "BRAMBAZAK" having an obligation to be registered as administrators of personal data stored in good faith provided by the Parent Statement - his and his child's. By signing the contract, the parent agrees that "BRAMBAZAK" Ltd. And the kindergarten can collect, process and store information provided by the Parent, personal information about him, the child and other third parties (if applicable) in accordance with the requirements of the Law for the protection of personal data. The parent should be acquainted with and agree that the child should be recorded by "BRAMBAZAK" Ltd and the kindergarten and monitored by the other parents by means of the video surveillance devices located on the territory of "BRAMBAZAK" for the sole purpose of better quality of the services provided.

Each Parent can be provided with a username and password that provides real-time video surveillance on the "BRAMBAZAK" website and access to video recordings can be provided on-site at the Kindergarten upon request. The service is intended to provide the Parent with a paid access (arranged in the price list) in the course of the educational process. The parent should be aware and agrees that the use of the service for video surveillance through the website [www.brambazak.bg](http://www.brambazak.bg), "BRAMBAZAK" Ltd. and the kindergarten use cookies to ensure full and better access to services.

## **V. RIGHTS AND OBLIGATIONS OF THE PARENT**

**Art. 13.** The parent has the right:

- 13.1.** To receive information about the learning outcomes and the daily life of the child in the Kindergarten.
- 13.2.** To participate in the Kindergarten initiatives related to the education and upbringing of the child.
- 13.3.** To require the observance of the established order and program.
- 13.4.** To monitor the control exercised by the Kindergarten for compliance with the relevant hygiene and sanitary norms in the Kindergarten.

**Art. 14.** The parent undertakes:

- 14.1.** To observe the statutory working hours of "BRAMBAZAK", as in case of a child's stay in the Kindergarten outside the regulated working hours, the Parent owes additional remuneration according to the price list of the Kindergarten.
- 14.2.** To ensure the presence of the child in the designated hours of the childcare facility and prevent the absence without cause.
- 14.3.** To support the educational activities of "BRAMBAZAK" in respect of their child, by monitoring the health of the child who should attend the Kindergarten in good health, without endangering the other children. When the medical staff of the kindergarten detects a health problem, the Parent is informed by

email that the child's visits to the Kindergarten are suspended until a pediatrician's document on the child's health status is presented to certify that the child can be allowed with other children without endangering their health.

**14.4.** The parent is obliged to provide a list of people authorized to take the child from the kindergarten. In the event of a change in this list, the Parent shall be obliged to promptly inform "BRAMBAZAK" in writing.

**14.5.** In the event of a change in the health of a child, the Parent is obliged to promptly inform "BRAMBAZAK" via e-mail

**14.6.** To inform in due time "BRAMBAZAK" for the forthcoming absence of the child and for the reasons which impose it.

**14.7.** To pay the fee agreed upon at the time of signing, within the timeframe specified in this contract.

**14.8.** To present medical documents in accordance with the established order when the child enters the Kindergarten after an illness.

**14.9.** To inform the Kindergarten in time when changing address, telephone, health problems and other circumstances related to raising and bringing up the child.

**14.10.** To get acquainted with the price list of "BRAMBAZAK", which is an integral part of this contract.

**14.11.** To provide all the necessary items upon entering the kindergarten and to keep the same available throughout the child's stay, including: slippers, backpacks (t-shirt / vest, underwear, socks), afternoon sleeping pajamas ), a set of overalls for changing clothes, etc.

## **VI. FEES AND DISCOUNTS**

**Art. 15.** The monthly fee payable by the Parent is 400 BGN (four hundred) per month, which includes: a fee for part time training, care, food, English and Spanish language. The parent must pay the fee monthly between 1<sup>st</sup> and 10<sup>th</sup> day of the current month.

**Art. 16.** Parents shall pay the monthly fee for services provided by "BRAMBAZAK" by bank transfer to the account of "BRAMBAZAK" Ltd. First Investment Bank, IBAN: BG08FINV91501016023378. The name of the child and the month of payment should be given as the basis for the payment.

**Art. 17.** In case of late payment of the fee, the percentage increase is as follows:  
from the 11th to the 15th of the month - 5% on the fee;  
from the 16th to the 20th of the month - 10% on the fee;  
from the 21st to the 30th of the month - 20% on the fee.

**Art. 18.** When two or more children are enrolled in the Kindergarten, "BRAMBAZAK" grants a discount of the monthly fee of the second and each subsequent child in the amount of 10%.

**Art. 19.** Upon payment of the entire annual fee, "BRAMBAZAK" grants a discount of 10%. The parent may be entitled to one of the two discounts under Art. 18 and Art. 19, but not both at the same time.

**Art. 20.** In case of absence of a child for a period of one month without a prior written warning and without payment of the fee, the child is considered to be unsubscribed by "BRAMBAZAK" and his / her place will not be retained.

**Art. 21.** The child is unsubscribed from the Kindergarten with an unpaid visiting fee for 2 (two) consecutive months.

**Art. 22.** If a child is absent, not for health reasons and without prior arrangement, "BRAMBAZAK" Ltd., respectively the kindergarten will not refund the funds for the missed days.

**Art. 23.** In the case of absence of a child more than 10 consecutive working days with prior warning from the Parent, "BRAMBAZAK" undertakes to reimburse a part of the monthly fee in the amount of 80 BGN (eighty) by bank transfer, to an account requested by the Parent within 45 days of the prior warning.

**Art. 24.** In the case of absence of a child more than 7 consecutive working days due to illness and after submission of the relevant documents / hospital sheet /, "BRAMBAZAK" is obliged to reimburse part of the monthly fee in the amount of 80 BGN (eighty) by bank transfer, to an account requested by the Parent within 45 days of the submitted documents.

**Art. 25.** In order to support the process of organizing activities, the Kindergarten provides tools and materials that the Parent pays for once upon enrollment of the child with the first monthly fee, which is valid for one year, according to the price list. In addition, "BRAMBAZAK" offers additional paid activities that are not included in the obligatory program of the child, information for which is included in the price list and which are subject to additional agreement between the parties.

## **VII. AMENDMENT AND TERMINATION OF THE CONTRACT**

**Art. 26.** The contract shall be supplemented and / or amended only by mutual agreement between the parties, expressed in writing, unless the contract contains explicit provisions on how to make certain amendments and / or additions thereto.

**Art. 27.** The contract shall be terminated:

**27.1.** By mutual agreement of the parties;

**27.2.** If the Kindergarten is closed down;

**27.3.** For reasons related to the health of the child;

**27.4.** Automatically upon expiration of the contract;

**27.5.** Unilaterally by the Parent, with one-month written notice;

**27.6.** Unilaterally by "BRAMBAZAK" Ltd., respectively the kindergarten, with a one-month written notice, in the event of a violation of the provisions of the present contract by the Parent.

Upon termination of the contract by mutual consent of the parties, upon closure of the Kindergarten or for reasons related to the state of health of the child, the Kindergarten shall be obliged to return to the Parent the balance of the paid tuition fee, if any, within 30 days from the date of termination of the contract.

Upon termination of the contract on the grounds of Art. 27.5 and Art. 27.6 The Parent shall pay the fee agreed between the parties for the entire term according to the contract.

## **VIII. FINAL PROVISIONS**

**Art. 28.** With proper detection "BRAMBAZAK" as a separate legal entity following the publication of the decree from the Minister of Education and Science, all rights and obligations of "BRAMBAZAK" Ltd under this contract are automatically transferred to the kindergarten. "BRAMBAZAK" undertakes to inform the Parent in due time by e-mail about the registration of the kindergarten as a separate legal entity in which an

e-mail will be provided and a bank account of the Kindergarten, for which the Parent should pay the amounts due under the present contract in the future. For the avoidance of doubt the parties agree that at the time of sending email to the parent with which it is informed that kindergarten is opened as a separate legal entity "BRAMBAZAK" enters fully into the rights and obligations of "BRAMBAZAK" Ltd. under this contract, the latter ceasing to be considered a party to it.

**Art. 29.** In the event of disputes, the parties agree to try to resolve the dispute in a spirit of goodwill and mutual concessions, and in the event of inability to reach an agreement between them, the parties will refer the dispute to the competent court with local jurisdiction in Sofia .

This contract is drawn up in two identical copies, one for each party.

For "BRAMBAZAK" Ltd:.....  
/Manager/

For the kindergarten.....  
/Principal /

Parent:.....