

**AGREEMENT No. …/……**

**on the use of services of Nursery No. … in Lublin**

Concluded on ………………… in Lublin between the Parents\*/ legal guardians\* of the child:

Ms. ………………………………………………………………………………
(full name of the guardian)

PESEL ………………………… ID card series and number …………………..

phone ………………………… address ………………………………………

e-mail …………………………

and

Mr. ………………………………………………………………………………
(full name of the guardian)

PESEL ………………………… ID card series and number …………………..

phone ………………………… address ………………………………………

e-mail …………………………

hereinafter referred to as the “Guardians”, and the Municipality of Lublin – Municipal Nursery Team in Lublin, operating on the basis of the statute granted by Resolution No. 462/XI/2019 of the Lublin City Council of 21 November 2019 on granting the Statute of the Municipal Nursery Team in Lublin (Official Journal of Lublin Voivodeship 2019, item 6781, as amended), NIP 712-23-38-057, REGON 430910203, represented by Ms. …………………………, Director of Nursery No. …… in Lublin, acting on the basis of authorization granted by the Director of the Municipal Nursery Team in Lublin, Ms. Małgorzata Momont, hereinafter referred to as the “Municipal Nursery Team in Lublin”, with the following content:

§1.
The subject of this Agreement is the use by ………………………………………(child’s full name) PESEL ………………………, born on …………………, hereinafter referred to as the “Child”, of care, educational and upbringing services provided by Nursery No. … in Lublin, hereinafter referred to as the “Nursery”.

§2.
The Guardians declare that the Child’s health condition and psychophysical development should be described as: good\*/ there are difficulties consisting of\* ………………………………………………………………………………………………
The Child does not require\*/ requires\* a special diet consisting of\* …………………………………………………………………………………………….. The Child’s health condition and psychophysical development allow the Child to use the care services provided by the Nursery.

§3.
1. The Child has the right to stay at the Nursery up to 10 hours daily during its opening hours.
2. During the stay at the Nursery, the Child has the right to receive meals, i.e., 4 meals: first breakfast, second breakfast, lunch (served in parts), and afternoon snack.
3. The Nursery undertakes to ensure the Child’s safety, professional nursing, educational and upbringing care, as well as meals appropriate to the Child’s age.
4. The Nursery operates from Monday to Friday from 6:00 a.m. to ………… p.m.
5. In the case of planned absence of the Child from the Nursery for more than 30 days, the Guardians undertake to promptly inform the Nursery Director of the expected date of the Child’s return.

§4.
1. The Guardians declare\*/ do not declare\* their will to insure the Child against accidents under the Group Accident Insurance scheme for children concluded by the Municipal Nursery Team in Lublin.
2. While staying at the Nursery, the Child has the right to participate in additional activities organized by a third party on its premises under a separate agreement concluded by the Guardians with the third party.

§5.
1. This Agreement is concluded for the period from ………………… to …………………
2. If the Guardians submit a declaration to the Nursery Director by 15 June ……….. at the latest, stating the will for the Child to attend the Nursery during the holiday duty period, i.e., in July or August ………, this Agreement shall be extended for the duration of the holiday duty to be performed by the Nursery to which the Child is enrolled.

§6.
1. The Guardians undertake to pay fees for the Child’s meals at the Nursery in the amount of ……… PLN (in words: …………………………) gross per each day of the Child’s attendance. Settlement of this fee shall be made monthly.
2. The Guardians undertake to pay fees for the Child’s stay at the Nursery in the amount of 1,500 PLN (in words: one thousand five hundred zlotys zero groszy) per month. This fee does not include additional activities referred to in §4(2).
3. The fee for meals, referred to in point 1, shall be paid in advance by the 10th day of each month for the current month to the account of the Municipal Nursery Team in Lublin, account number: 19 1240 1503 1111 0010 0150 4791.
4. The fee for the Child’s stay, referred to in point 2, shall be paid in advance by the 20th day of each month for the current month to the same account.
5. The fee referred to in point 2 may be covered by the amount received for the Child under the subsidy paid by the Social Insurance Institution (ZUS) under the “Active in Nursery” program, pursuant to the Act of 15 May 2024 on supporting parents in professional activity and child upbringing – “Active Parent” (Journal of Laws 2024, item 858), provided that the Guardians submit a relevant application to ZUS. Confirmation of submission of the application must be delivered to the Nursery by the 20th day of the month from which the subsidy is to cover the fee.
6. In the case of failure to provide or late provision of the confirmation referred to above, the Guardians shall pay the fee on time as specified in point 4. In the case of receiving the subsidy, payments made by the Guardians shall be settled accordingly upon the Guardians’ request within 60 days from submission of the settlement request.
7. If the Guardians use extended care at their request, they undertake to pay an additional fee in the amount of 2.5% of the current minimum wage for each commenced hour of extended stay, i.e., ……… PLN, pursuant to Resolution No. 79/IV/2024 of the Lublin City Council of 5 September 2024.
8. The fee for extended care shall be paid retrospectively by the 10th day of the month following the month in which extended care was provided, to the account indicated above.
9. In case of delayed payment of any fees referred to in this paragraph, statutory interest shall be charged.
10. Overpayments shall be refunded only upon the Guardians’ written request to the bank account indicated therein. Refunds shall be reduced by any costs incurred by the Municipal Nursery Team related to the bank transfer.
11. Refunds shall be made within 60 days from submission of the refund request.
12. In case of changes to Resolution No. 79/IV/2024 or other regulations affecting this Agreement, the Nursery Director shall inform the Guardians in advance and conclude a written annex.
13. If the Guardians do not consent to the annex, this Agreement shall terminate the day before the changes take effect.

§7.
1. If any fee referred to in §6(1), (2), or (5) is not paid on time, the Municipal Nursery Team shall send a written demand for payment under the pain of legal action; the fee for the demand is 60 PLN.
2. Before the demand, the Nursery Director shall send a written notice of the arrears, including a warning about possible termination.
3. If the Guardians fail to pay within the deadline indicated in the notice, the Municipal Nursery Team has the right to terminate the Agreement with 5 days’ notice, effective at the end of the calendar month. Termination must be in writing.

§8.
1. Termination of the Agreement by the Guardians must be in writing, with 7 days’ notice, effective at the end of the calendar month.
2. The Municipal Nursery Team may terminate the Agreement for valid reasons with 7 days’ notice, effective at the end of the calendar month.
3. Valid reasons include circumstances beyond the parties’ control or on the Child’s side, force majeure, or administrative decisions preventing the Nursery from providing services under this Agreement.

§9.
Any amendments to this Agreement must be in writing under the pain of nullity.

§10.
For matters not regulated herein, the following shall apply:
- the Civil Code Act of 23 April 1964 (consolidated text: Journal of Laws 2024, item 1061, as amended),
- the Act of 4 February 2011 on care for children up to 3 years of age (consolidated text: Journal of Laws 2024, item 338, as amended),
- Resolution No. 79/IV/2024 of the Lublin City Council of 5 September 2024 on establishing fees for children’s stay and maximum meal fees in nurseries run by the Municipality of Lublin,
- Resolution No. 462/XI/2019 of the Lublin City Council of 21 November 2019 on granting the Statute of the Municipal Nursery Team in Lublin.

§11.
This Agreement has been drawn up in two identical copies, one for the Municipal Nursery Team in Lublin and one for the Guardians.

…………………………………. ………………………………….
(Guardians’ signature) (Nursery Director’s signature)