

TERMS AND CONDITIONS

1. Definitions

1.1 The definitions below apply in these terms and conditions.

- “Child”** the child or children who are named in Part A;
- “You”** the person, firm or company who purchases Services from us;
- “Services”** the services of a day care nursery during the days or half days indicated in Part A (excluding bank and public holidays, 3 staff training days per annum), together with any other services which we provide, or agree to provide, to you;
- “Us”** the nursery named in Part A.

1.2 A reference to **writing** or **written** includes email.

1.3 Any requirement in this contract for either party not to do something includes an obligation on that party not to allow that thing to be done.

2. Formation of the contract

2.1 A contract for the Services will be formed between you and us once you have given us a signed, fully completed, registration form, a £30 non-refundable booking fee, and a variable Place Deposit (£100 / £150 / £200) and we have confirmed to you [in writing] that your application for a place has been successful.

2.2 These terms and conditions govern the contract between you and us for the Services. No other terms apply unless they are in:

- 2.2.1 A handbook issued to you by us,
- 2.2.2 A policy issued to you by us,
- 2.2.3 A letter that is signed by both you and us
- 2.2.4 A Government Funded 30 Hour Contract is issued (3-4 year olds only)

2.3 In the case of any uncertainty as to which terms apply, these terms and conditions will apply.

3. Duration of the contract

3.1 The contract shall last until it is terminated by either you or us giving to the other, in writing, at least one [full calendar] months' notice (i.e. notice received on the 1st of a month could

end the contract on the last day of the month, but notice received on the 2nd of a month, would only be able to end the contract on the last day of the following month). However, the contract can, in some circumstances be terminated immediately under clause 18.

3.2 You are liable for the fee during the notice period. If you fail to give proper notice, you will lose your deposit.

4. Suspension of the Services

The Services may be suspended (meaning the Child is temporarily not able to attend the nursery) in the circumstances set out in our Critical Incident Policy or in the circumstances set out in clause 19. If the Services are suspended for a period of more than one month, either of us may terminate the contract by giving the other one month's written notice.

5. Our Obligations

5.1 We will use all reasonable efforts to provide the Services to you, in accordance in all material respects with these terms and conditions and any other documents referred to in 2.2 above.

5.2 We welcome staff and children from many different backgrounds and ethnic groups. Human rights and freedoms are respected and we will do all that is reasonable to ensure that our culture, policies and procedures are made accessible to children who have disabilities and to comply with their social and moral obligations under the Special Educational Needs and Disability Act 2001 or Equality Act 2010 in order to accommodate the needs of children, applicants and members of staff who have disabilities for which, after reasonable adjustments, we can cater adequately.

5.3 If we determine, in our sole discretion (after appropriate and reasonable analysis) that reasonable adjustments cannot be made for a Child and as such we cannot continue to adequately provide for that Child (or admit them as the case may be) then we shall be permitted to request that you withdraw the Child without being charged fees in lieu of notice.

6. Your obligations

6.1 You shall:

6.1.1 Co-operate with us;

6.1.2 Provide to us such information as we may reasonably require about

6.1.2.1 The Child

6.1.2.1.1 Any known medical condition, health problem, allergy, or diagnosed dietary requirement;

6.1.2.1.2 Any prescribed medication;

- 6.1.2.1.3 Any lack of any vaccination which the Child would ordinarily have by their age;
 - 6.1.2.1.4 Any family circumstances or court orders affecting the Child;
 - 6.1.2.1.5 Any concerns about the Child's safety; and
 - 6.1.2.2 Your contact details, and those of your authorised persons who may collect the Child.
- 6.2 You must (a) ensure that these details are accurate and (b) keep these details up-to-date, by promptly informing us in writing whenever they change.
 - 6.2.1 Regarding arrivals and departure of a child, please refer to the nursery's Arrivals and Departures Policy. Please ask for a copy of it if necessary.
- 6.3 If our performance of our obligations under the contract is prevented or delayed by anything you do (or fail to do), we shall not be liable.
- 6.4 You shall not employ (or attempt to employ) any member of our staff without our consent, until six months from the end of this contract.
- 6.5 You shall not employ any member of staff during our working hours 07:30 to 18:30 Monday to Friday including before their shift begins and after their shift ends. Outside of our operating hours you may employ staff services for babysitting duties, provided this does not compromise their fitness / or ability to attend the workplace by us when required.

7. Charges and payment

- 7.1 You shall pay the charges for the sessions booked.
- 7.2 Charges are due even if the Child is absent for any reason e.g. illness, holiday, any nursery closure that is not part of an Insurance Claim for forced closure of the setting.
- 7.3 We will charge for bank holidays and/or staff training days.
- 7.4 VAT is not charged on nursery fees (nursery provision is an exempt supply for VAT purposes).
- 7.5 Our charges are fully inclusive of our services to your child.
- 7.6 Extra hours (or parts of an hour) will be charged for at the ruling rate (see Fee Structure) and must be booked in advance.
- 7.7 The charges must be paid monthly in advance, on or before the last working day of the month before the fees fall due. (I.e. Fees for July, should clear our account on or before the last working day of June)

- 7.8 All payments must normally be made by bank transfer, BACS, childcare vouchers, HMRC. We may agree to payment by cash or major credit/debit card, but it is your responsibility to obtain a receipt from the nursery administrator as proof of payment. No payment (except cash) shall be deemed to have been made until it is cleared into our bank account.
- 7.9 We may increase our fees twice per year. We will give you written notice of any such increase at least two months before the proposed date of change.
- 7.10 Without restricting any other legal right that we may have, if you fail to pay on time, we may:
- 7.10.1 Charge compound interest after 30 days. Compound interest is BoE Base Rate + 8%. This shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after any judgment. You must pay us the interest together with the overdue amount. In addition, we will be entitled to recover from you the full amount of our administrative and other costs incurred in recovering any unpaid sum including legal costs and disbursements on an indemnity basis.
- 7.10.2 Charge you a reasonable administration fee (currently £25 for debts over £250 and £10 for debts under £250) and
- 7.10.3 After 60 days we will suspend all services until payment has been made in full, which will include the suspension of the Child, or even terminate the contract permanently. Only Government funded hours for the term in progress would be permitted, renewal of services (both Government Funded and Private) will only recommence if a full payment of the outstanding balance is received.
- 7.11 If you owe us any money, and make a claim against us, we may offset what you owe us against what you are claiming from us.

8. Reducing Sessions

- 8.1 You are required to give us one full calendar month's written notice of a reduction in the number of sessions you require once your child has started the nursery. Please refer to 3.1 to understand the term 'Full Calendar Month' in this context.
- 8.2 Any cancellation prior to the start date, regardless of the number of days originally booked, is subject to a penalty for each month that should have been served, as detailed below

Sliding scale for Reducing Days Booked prior to the START DATE

≤1 month	£900
≤2 months	£750
≤3 months	£600
≤4 months	£450
≤5 months	£300
≤6 months	£150

9. Government Funded education

- 9.1 If you wish to take up your Free Entitlement under the Government Scheme, you are required to complete and sign a Parental Declaration on a termly basis, detailing how and when you will take up the Government funded sessions.
- 9.2 Our charges will not be made in respect of the Government sessions as detailed in the Parental Declaration, but we are entitled to charge for additional hours. In the case of 30 hours Government Funding, the balance of hours will be advised as soon as the Parent Agreement Form is provided. The rate will be higher than the listed hourly rate for your session. You will be notified of this rate separately.
- 9.3 Our services are fully inclusive and meals, swimming, Forest School experience, Spanish and football or outings.

10. Welfare of the Child

- 10.1 We will do all that is reasonable to safeguard and promote the Child's welfare and to provide care to at least the standard required by law and often to a much higher standard.
- 10.2 We will respect the Child's human rights and freedoms which must however, be balanced with the lawful needs and rules of our nursery and rights and freedoms of others.
- 10.3 You consent to such physical contact as may be lawful accord with good practice, and be appropriate and proper for teaching and instruction and for providing comfort to a Child in distress, or to maintain safety and good order, or regarding the Child's health and welfare.
- 10.4 Nappies are provided by the nursery.
- 10.5 We provide all formula milk for bottle feeding babies.
- 10.6 Labelled mother's breast milk will be stored in the fridge and an area will be made available for mothers to breast feed their babies or express milk should they need to do so.
- 10.7 With regard to our behaviour management techniques and sanctions, please refer to the nursery's Promoting Positive Behaviour Policy. Parents joining after September 2017 are given Policies on a flash drive. A charge will be raised for printed copy requests.
- 10.8 The nursery uses emergency procedures for accidents, evacuations, incidents and allergic reactions, please refer to the individual policies and procedures and ask for a copy where required.

11. Health and Medical matters

- 11.1 If the Child becomes ill during the nursery session a senior member of the staff team will contact you or the emergency contact indicated on the registration form. You must inform us immediately of any changes to these contact details. If your child requires urgent medical

attention while under our care, we will attempt to contact you and obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment recommended by a doctor, including anaesthetic or operation, or blood transfusion, unless you have previously notified us you object to any or all of the above.

- 11.2 If the Child is suffering from a communicable illness, he/she should not be brought to the nursery until the infection has cleared. A full copy of our infection control policy is available from the nursery administrator. Please refer to the illness/communicable disease list on minimum periods of exclusion from the nursery.
- 11.3 You must notify the nursery administrator or your key worker if the Child is absent from the nursery through sickness.
- 11.4 If the Child has been sent home from the nursery because of ill health, he/she will not be re-admitted for at least 24 hours. If the child has been sent home vomiting or with diarrhoea he/she will not be re-admitted for 48 hours. If the Child is prescribed antibiotics, he/she will not be allowed to return to the nursery for 24-36 hours.
- 11.5 Regarding medication, and the administration of it to a Child, please refer to the nursery's Medication Policy. Please ask for a copy of it if necessary.
- 11.6 Please also see clause 6.1.2 on matters we need to be informed about.

12. Food/dietary requirements

- 12.1 We will work with you to provide suitable food for your Child, if you have a special dietary requirement or they require a specialist diet for conditions diagnosed by a doctor, consultant or dietician. All reasonable care will be taken to ensure that a Child does not come into contact with certain foods. We may seek the support of parents and external professionals should the need arise.
- 12.2 Menus will be displayed for inspection, and parents and children are encouraged to contribute to the review of these.
- 12.3 We do not permit the use of food brought in from home.
- 12.4 If you wish to bring in a cake for a birthday celebration, this must be shop bought and not homemade.
- 12.5 Any sweets brought in to be shared, will be given to parents on collection of a Child.
- 12.6 All visitors, parents, staff are not permitted to consume nuts in the nursery or within one hour of attending the setting.**

13. Reporting of neglect or abuse

We have an obligation to report to the relevant authorities any suspicions we have that your Child has suffered neglect or abuse, and where necessary we may do so without your consent and/or without informing you. Please refer to our Safeguarding Children Policy.

14. Limitation of liability

- 14.1 This clause sets out our (and our employees', agents', consultants' and subcontractors') liability to you in respect of the contract (including any breach of it, any statement we make to you about it, our termination of it).
- 14.2 All terms implied by law are fully permitted by law, excluded or deleted from the contract.
- 14.3 Nothing in these terms and conditions in any way limits our liability for fraud, or for death or personal injury resulting from negligence.
- 14.4 We shall not be liable for:
- 14.4.1.1 Any loss or damage to any toys, equipment or bags, clothing etc. you may bring into the nursery;
- 14.5 Subject always to clause 14.3, our total liability (in contract, tort including negligence or breach of statutory duty, or otherwise) shall be limited to cumulative price paid by you for the Services over the course of the contract.

15. Data protection

- 15.1 You agree that details of your name, address and payment record may be submitted to a credit reference agency in the event of sustained non-payment beyond 60 days.
- 15.2 Personal data will be processed by and on behalf of us in connection with our services only. This includes child's details and parent contact details. Financial details are not obtained, payment card details taken over the phone are NEVER recorded, spoken, or written down.
- 15.3 We will not take photographs and/or videos of your Child for promotional or training purposes without your additional consent.

16. Security

Parents are welcome to visit the nursery at any time, but we will not admit anyone else without prior notification. It is your responsibility to ensure that we are aware of who will be collecting your Child. No Child will be allowed to leave the building with any person who has not been notified as an authorised person to collect the Child on your behalf. Providing a PASSWORD to a non-authorised person will not enable that person to collect on your behalf. We will contact you in this event for Authorisation, which will require a two-step process.

Step 1. Provide the full name, address or telephone number of the person collecting.

Step 2. Person collecting will be asked to confirm 'matching' details provided.

17. Complaints and concerns

Please address any complaint or concern to the co-ordinator in charge, in the first instance, and if the matter is not resolved within a reasonable period, please refer it to the nursery administrator. Please also refer to our complaints and compliments policy which shall apply to any complaints received by us.

18. Termination for breach of contract, or bankruptcy/insolvency

18.1 Without restricting any other legal rights which the parties may have, either party may terminate the contract without liability to the other immediately on giving written notice to the other if:

18.1.1 The other party fails to pay any amount due under the contract on the due date for payment and remains in default for 10 days or more; or

18.1.2 The other party commits a material breach of any of the terms of the contract and (if such a breach is capable of being remedied) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

18.1.3 The other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986.

18.2 On termination of the contract for any reason:

18.2.1 You shall immediately pay all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt; and

18.2.2 Any clause in these terms and conditions which implicitly is intended to survive termination shall continue in force.

19. Events that are beyond our control

19.1 If any event beyond our reasonable control (e.g. a fire, flood, E-Coli outbreak, strike, civil action, act of terrorism, war etc.) occurs, for which we have business interruption insurance, we may close the nursery without liability to you and we will not charge you for the fees for the time the nursery is closed. We will keep you informed, in such an event.

19.2 If it is, in our reasonable opinion, necessary or in the interests of the Child to do so, we may close the nursery even though our business interruption insurance will not cover us for the closure. In these circumstances, we will charge you for the time the nursery is closed. For example, we may close because of severe weather conditions, outbreak of flu, swine flu or other illnesses or breakdown of heating or electricity or water supply failure. We also close if the owner of the premises closes the premises and denies us access.

20. Invalid clauses

If any part of the contract is found by any court or similar authority to be invalid, illegal or unenforceable, that part shall be struck out, but the rest of the contract shall apply.

21. Changes to these terms and conditions

21.1 We may change these terms and conditions where such a change arises from changes in regulations or legislation affecting us.

21.2 We may change any other terms in these terms and conditions provided. We will give you at least one month's written notice of our intention to do so.

22. No other terms

Each party acknowledges that, in entering into the contract, it has not relied on anything said or written that is not written in the contract. This applies unless fraud is established.

23. Assignment

The contract is personal to you. You shall not, without our written consent, transfer to anyone else any of your rights or obligations under the contract.

24. Rights of third parties

A person who is not a party to the contract shall not have any rights under or connection with it.

25. Governing law and jurisdiction

The contract, and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by the law of England. The courts of England shall have exclusive jurisdiction to settle any such dispute or claim.