CCL 1.0 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 the registration form;

"You" the person, firm or company who purchases Services from us;

"Services" the services of a daycare nursery during the sessions indicated in registration form**,** together with any other services which we provide, or agree to provide, to you;

"Us" the nursery named in the registration form.

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 and any administration/booking fees communicated at the time of your signing the form, 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 document 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.

2.3 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 4 weeks. However, the contract can, in some circumstances be terminated immediately under clause 18.

3.2 You are liable for nursery fees during the notice period. If you fail to give proper notice, you may lose your deposit and/or registration fee.

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 CCL 7.0 Critical Incident Policy, in the circumstances set out in clause 19, or if the behaviour of you or the child is deemed inappropriate to manage. If the Services are suspended for a period of more than 4 weeks, either of us may terminate the contract by giving the other 4 week's written notice.

5. **Our Obligations**

5.1 We will use all reasonable efforts to provide the Services to you, in accordance with 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 to 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 Treat our staff with the same respect you would expect to receive.

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

6.1.3.1 The Child

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

6.1.3.1.2 Any prescribed medication;

6.1.3.1.3 Any lack of any vaccination which the Child would ordinarily have by their age;

6.1.3.1.4 Any family circumstances or court orders affecting the Child;

6.1.3.1.5 Any concerns about the Child's safety; and

6.1.3.2 Your contact details, and those of your authorised persons who may collect the Child.

6.1.3.2.1 In the best interests of the child that is unwell at nursery we request that you or one of the authorised persons who can collect are within one hour travelling distance from the nursery site.

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 or by updating these through the Famly service.

6.2.1 As regards arrivals and departure of a child, please refer to the nursery's OPS 1.1 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.

7. Charges and payment

7.1 You shall pay the charges as set out in the fees table provided to you at the time of your registration.

7.2 Charges are due even if the Child is absent.

7.3 We charge for bank holidays and/or staff training days.

7.4 Our nurseries close over Christmas (25th December – 1st January) and fees will still be charged for this period.

7.5 VAT is not charged on nursery fees (nursery provision is an exempt supply for VAT purposes).

7.6 The quoted charges are per Child, per core day

7.7 Extra hours (or parts of an hour) will be charged for (at the ruling rate) and must be booked at least 24 hours in advance.

7.8 The charges must be paid monthly in advance, by the **5th** day of the month in which the service is being provided.

7.9 All payments must be made by direct debit, standing order, childcare vouchers or via a Tax-Free Childcare account. Additionally payments can be made by debit or credit card through the Famly app. **We do not accept cash payments** and may agree to payment by cheque on a temporary basis or to clear any account arrears. No payment shall be deemed to have been made until it is cleared into our bank account. If a

cheque bounces, or payment fails, we may charge a reasonable administration fee (currently **£20**).

7.10 We may increase our charges and will give you written notice of any such increase **4 weeks** before the proposed date of increase.

7.11 Without restricting any other legal right that we may have, if you fail to pay us on time, we may:

7.11.1 Make an interest charge on late fees at the rate of 5% over The Royal Bank of Scotland base rate. Unless otherwise notified to you in writing, interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after 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.

7.11.2 Charge you a reasonable administration fee (currently £**25**)

7.11.3 Suspend all Services until payment has been made in full, which will include the suspension of the Child, or even terminate the contract permanently.

7.12 If you owe us any money, and make a claim against us, we may set off what you owe us against what you are claiming from us.

7.13 We reserve the right to charge late fees if you collect your child late after the end time of their booked session, and a premium charge applies after the nursery is closed. Please see the information sheet "Useful Information for Parents".

8. Reducing sessions

You are required to give us 4 week's written notice of a reduction in the number of sessions you require.

9. Free nursery education

9.1 If you wish to take up your free nursery education, you are required to complete and sign a Parental Declaration on a termly basis, detailing how and when you will take up the free sessions.

9.2 Our charges will not be made in respect of the free sessions as detailed in the Parental Declaration, but we ask for a voluntary contribution for meals and additional services provided during the free session.

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 Your 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 in connection with the Child's health and welfare.

10.4 As regards behaviour management techniques and sanctions, please refer to the nursery's CCW 01.5 Behaviour Management Policy. Please ask for a copy of it if necessary.

10.5 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 shows signs of being unwell, in the opinion of the manager or their deputy, either on arrival or during the nursery session, the nursery may request the child is not in attendance that day. The nursery 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, if practicable 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 blood transfusions or other medical procedures).

11.2 If the Child is suffering from a communicable illness, he/she should not be brought to the nursery until such time as the infection has cleared. We take guidance from recognised health sources such as NHS for appropriate exclusion periods. A full copy of our infection control policy is available from the nursery manager.

11.3 You must notify the nursery manager if the Child is absent from the nursery through sickness or for any other reasons.

11.4 If the Child has been sent home from the nursery because of ill health, he/she will only be re-admitted if in the opinion of the manager or their deputy the child has returned to good health.

11.5 As regards medication, and the administration of it to a Child, please refer to the nursery's MED 1.2 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 they have a special dietary requirement or any allergies as diagnosed by a doctor or dietician. All reasonable care will be taken to ensure that a Child does not come into contact with certain foods with support from parents and external professionals should the need arise.

12.2 Menus will be displayed for inspection, and parents and children will be able to contribute to the review of these.

12.3 No packed lunches are to be supplied by parents unless by prior arrangement with the nursery

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 the nursery's SG 1.0 Safeguarding Policy. Please ask for a copy of it if necessary.

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, to the fullest extent 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 our nursery;

14.4.1.2 Any accident, loss or damage to any vehicles, or items stored within them that are parked on the nursery property;

14.4.1.3 Loss of any profits, or consequential loss; or any other indirect loss; and

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 your personal data will be processed by and on behalf of us in connection with the Services in accordance with policies: CCL 5.0 Information and Data Protection, CCL 5.1 Privacy and Cookies and CCL 5.2 Data & Document Retention Periods.

15.2 We may take photographs and/or videos of your Child for promotional, training and as evidence of their development only. If you do not wish for your Child to be included in such photographs or videos, please inform us by completing the

'permission form' given to you on enrolment, or by writing to the nursery manager.

15.3 Your and your Child's image may be captured by on-site CCTV system where installed. Our retention period for this footage is 30 days and your rights expressed within the General Data Protection Regulation is unaffected.

15.4 You agree that details of your name, address and payment record may be submitted to third parties in the event of non-payment of fees.

16. Security

Parents are welcome to visit the nursery, but we will not admit anyone 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.

17. Complaints and concerns

Please address any complaint or concern to the person in charge, in the first instance, and if the matter is not resolved within a reasonable period, please refer it to the nursery manager. Please also refer to our complaints and compliments policy which shall apply to any complaints received by us. Please refer to the CCL 2.0 Compliments & Complaints policy. Please ask for a copy of it if necessary.

We are registered and regulated by Ofsted who can be contacted regarding any complaint you may have about your child's childcare, you can ring 0300 123 1231 or you can write to them at:

Applications, Regulatory and Contact (ARC) Team
Ofsted
Piccadilly Gate
Store Street

Manchester. M1 2WD

www.ofsted.gov.uk/early-years-and-childcare

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 etc.

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 4 week'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.