

# Terms & Conditions



## **1 DEFINITIONS**

The following expressions shall have the following meanings:

- 1.1 "Nursery" means Carousel Nursery, Crowson Way, Deeping St James, Lincolnshire, PE6 8EY
- 1.2 "Customer" means any party who enters into a contract for Services with the Nursery;
- 1.3 "Child" means the child who shall attend the Nursery and for whom the daycare services are to be provided;
- 1.4 "Application Form" means a booking document, registration form, letter of engagement, quotation or other written instruction describing the Services and requesting a contract for those Services;
- 1.5 "Services" means the nursery daycare services as described in the Application Form and these Terms and Conditions;
- 1.6 "Fees" mean the payment for Services as outlined in these Terms and Conditions and the Application Form;
- 1.7 "Terms and Conditions" means the terms and conditions of supply of Services as set out in this document and any subsequent terms and conditions agreed in writing by the Nursery;
- 1.8 "Agreement" means the contract between the Nursery and the Customer for the provision of the Services incorporating these Terms and Conditions.

## **2 GENERAL**

- 2.1 These Terms and Conditions shall apply to the Agreement for the supply of Services by the Nursery to the Customer and shall supersede any other documentation or communication between parties.
- 2.2 Any variation to these Terms and Conditions must be agreed in writing by the Nursery.
- 2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Nursery may be entitled in relation to the Services, by virtue of any statute, law or regulation.

## **3 APPLICATION FORM**

- 3.1 The Application Form is attached to these Terms and Conditions.
- 3.2 The Application Form must be accepted by the Customer in its entirety.
- 3.3 The Agreement between the Nursery and the Customer, incorporating these Terms and Conditions, shall only come into force upon commencement with the Nursery.

## **4 SERVICES AND DELIVERY**

- 4.1 The Services are as described in the Application Form and in these Terms and Conditions.
- 4.2 Any variation to the Services must be agreed by the Nursery in writing.

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4.3 The Services shall commence on the date the Customer receives notification that the Child has been awarded a place at the Nursery and continue until terminated by either party according to the terms of this Agreement.

4.4 Dates given for the delivery of Services are estimates only and not guaranteed. Time for delivery shall not be of the essence of the Agreement and the Nursery shall not be held liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Services.

## **5 NURSERY YEAR**

The Nursery is operational 51 weeks of the year.

## **6 OPENING TIMES**

6.1 The Nursery shall be open from Monday to Friday.

6.2 The hours of operation shall be from 7.30am to 5.30pm.

6.3 The Nursery may alter these opening times and shall give written notice to Customers of any such changes.

6.4 The Nursery shall be closed on all public holidays and any other times as intimated to the Customer in writing.

6.5 Late collection of the Child shall result in a late collection charge of £2 per 5 minutes or as outlined in the Application Form.

## **7 FEES**

7.1 If the Customer postpones a start date, the Nursery reserve the right to charge from the original start date on the application form, unless one months' notice in writing is given.

7.2 The Fees are as specified in the separate Nursery Fees sheet and are not subject to VAT.

7.3 The Fees are payable monthly in advance, based on the expected attendance of the Child at the Nursery.

7.4 The Fees must be paid by, BACS transfer or cash. We do also accept vouchers.

7.5 Any additional items required for the care of the Child, extra nursery activities or penalty charges shall be charged according to the month they become due.

7.6 The Customer must settle all payments for Services within 10 days from the invoice date.

7.7 The Customer will pay interest on all late payments at a rate of 5% per annum above the base lending rate of Bank of England.

7.8 The Nursery is also entitled to recover all reasonable expenses incurred in obtaining payment from the Customer where any payment due to the Nursery is late.

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- 7.9 The Customer is not entitled to withhold any monies due to the Nursery.
- 7.10 The Nursery is entitled to vary the price to take account of:
- 7.10.1 any additional Services requested by the Customer which were not included in the original Application Form;
  - 7.10.2 any reasonable increase in rates, if applicable;
- and any variation must be intimated to the Customer in writing by the Nursery.

7.11 Fees remain due if the Child is absent from Nursery for any reason.

7.12 We will charge for bank holidays.

7.13 A late payment charge of £25 is payable for Fees not paid on time.

## **8 AGE OF CHILD**

The Nursery caters for children from the age of 20 months to 5 years.

## **9 CHANGE OF SESSIONS**

9.1 The Nursery is entitled to change the sessions offered to the Child on giving one month's notice to the Customer. Should the Customer find the changes unacceptable they shall be entitled to remove the Child from the Nursery with immediate effect.

9.2 If the Customer wishes to change the sessions the Child is registered for they must notify the Nursery in writing at least one month before such changes are required and any changes are subject to the agreement of the Nursery.

9.3 Additional sessions required on an individual basis may be given subject to the prior agreement of the Nursery. Additional sessions are non-cancellable once booked.

9.4 A minimum of 2 sessions per week are required for each child (a session is an AM or PM).

## **10 CUSTOMER OBLIGATIONS**

10.1 The Customer agrees to cooperate with the Nursery.

10.2 The Customer shall refrain from directly or indirectly recruiting any person employed or engaged by the Nursery for the purpose of providing the Services for a period of six months following the Child's attendance at the Nursery.

10.3 The Customer shall not allow the Child to bring in any of their own toys (other than comforters) to the Nursery without the permission of the Nursery.

10.4 Due to the high number of children with nut allergies the Customer shall not send food or empty food packaging into the Nursery or use creams, sun creams or oils on their own child that contain nut oil.

10.5 The Customer shall not leave medicine, prescribed or otherwise, in the Child's belongings. All medication must be labelled and given directly to a room supervisor or nursery management for them to store securely and to complete a medicine form.

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- 10.6 The Customer shall not use a mobile phone, camera, smart phone or other recording device within the Nursery setting.

## **11 NURSERY OBLIGATIONS**

- 11.1 The Nursery shall supply the Services as specified in the Application Form and in these Terms and Conditions.
- 11.2 The Nursery shall perform the Services with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice and government guidelines.
- 11.3 The Nursery shall inform the Customer as soon as possible of any changes to hours or sessions and shall try to accommodate any requests made by the Customer.
- 11.4 The Nursery shall provide the Customer with regular verbal and email updates on the Child's progress.
- 11.5 The Nursery shall try to offer siblings a place at the Nursery wherever possible, but this cannot be guaranteed.
- 11.6 The Nursery must report to the proper authorities any instances where they have reason to believe that the Child has been the subject of neglect or abuse. This may be done without informing or obtaining the consent of the Customer.
- 11.7 The Nursery does not supply nappies.
- 11.8 The Nursery does not supply baby milk.
- 11.9 The Nursery shall hold valid and adequate insurance policies for running a business of this nature.
- 11.10 The Nursery shall maintain staffing levels according to national recommended standards at all times.
- 11.11 The Nursery does not provide a babysitting service outside of normal operating hours. The nursery is not responsible for any private babysitting arrangements that are made between the Customer and a member of Nursery staff.

## **12 SICKNESS AND MEDICAL INFORMATION**

- 12.1 A Child suffering from any contagious disease is not permitted to attend the Nursery. This includes, but is not limited to, sickness, diarrhoea and impetigo. In order to prevent the spread of illness, any child suffering with vomiting and/or diarrhoea must be kept at home and not return to nursery until clear of symptoms for a minimum of 48 hours. Children who have been prescribed antibiotics must be kept at home and not return to nursery for a minimum of 24 hours from the beginning of the course of treatment
- 12.2 The Nursery reserves the right to refuse admission to any child they suspect of having a contagious condition.

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- 12.3 The Nursery accepts no liability for the contraction of any illness transmitted at the Nursery.
- 12.4 The Customer must complete and return the Nursery's standard medical health record prior to the first attendance and must inform the Nursery immediately of any change to this information.
- 12.5 The Customer must consent prior to the first attendance to permit the Nursery staff to administer first aid as well as any medicines supplied by the Customer for the Child.
- 12.6 The Nursery shall not be held responsible for any negative effects caused by the administration of any medication supplied by the Customer for the Child.

## **13 CHILD DETAILS**

- 13.1 The information supplied in the Application Form must be accurate and the Nursery is entitled to rely on this information.
- 13.2 The Customer must notify the Nursery immediately of any changes to this information.
- 13.3 The Nursery shall comply with all data protection legislation.
- 13.4 The Customer must advise the Nursery if the Child is the subject of any court order and supply a copy of such an order if requested.

## **14 ABSENCE AND COLLECTION**

- 14.1 The Customer must advise the Nursery as soon as possible if the Child is to be absent from the Nursery.
- 14.2 The Customer must advise the Nursery as to the identity of the person who shall collect the Child at the end of a session. If that person is not known to the Nursery proof of identity may be requested. If the Nursery is not satisfied as to the credibility of such a person the Child shall not be released.
- 14.3 If the Customer is unable to collect the Child at the appointed time a late collection charge may be payable as specified in Condition 6.5 of these Terms and Conditions.

## **15 PERSONAL PROPERTY**

- 15.1 The Nursery shall not be liable for any loss or damage to any personal property brought onto the Nursery premises or any damage or injury resulting from any such items.
- 15.2 All clothing must be clearly marked with the name of the Child.

## **16 COMPLAINTS POLICY**

- 16.1 In the event that the Customer is unhappy with the Services these issues should be raised with the Nursery manager in the first instance.
- 16.2 If the Customer wishes to make an official complaint this should be carried out in accordance with the Nursery's standard complaints procedure available from Nursery staff.

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## **17 TERMINATION**

- 17.1 The Agreement shall continue until the Services have been provided in terms of the Application Form or any subsequent date as mutually agreed in writing by both parties or until terminated by either party in accordance with these Terms and Conditions.
- 17.2 The Customer may terminate this Agreement by giving 1 months' notice in writing of the intention to withdraw the Child from the Nursery.
- 17.3 The Nursery may terminate this Agreement by giving 1 months' notice in writing of the intention to cease to provide the Services.
- 17.4 The Nursery may terminate this Agreement with immediate effect if the Customer or Child demonstrates any physical or verbal abuse towards staff or other children.
- 17.5 The Customer may terminate the Agreement if the Nursery fails to comply with any aspect of these Terms and Conditions and this failure continues for a period of 2 after notification of non-compliance is given.
- 17.6 The Nursery may terminate the Agreement if the Customer has failed to make over any payment due within 8 weeks of the sum being requested.
- 17.7 Either party may, with immediate effect, terminate the Agreement by notice in writing to the other if:
  - 17.7.1 the other party commits a material breach of these Terms and Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or
  - 17.7.2 the other party commits a material breach of these Terms and Conditions which cannot be remedied under any circumstances; or
  - 17.7.3 the Nursery passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or
  - 17.7.4 the Nursery ceases to carry on its business or substantially the whole of its business; or
  - 17.7.5 the other party is declared insolvent or, convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- 17.8 In the event of termination the Customer must make over to the Nursery any payment for Services incurred up to the date of termination.

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17.9 Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.

## **18 WARRANTY**

Both parties warrant their authority to enter into this Agreement and have obtained all necessary approvals to do so.

## **19 LIMITATION OF LIABILITY**

19.1 The Nursery shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

19.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Nursery for death or personal injury, however the Nursery shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the sum insured under the insurance policy held by the Nursery in the insurance year in which the Customer's claim is first notified.

## **20 INDEMNITY**

The Customer shall indemnify the Nursery against all claims, costs and expenses which the Nursery may incur and which arise directly or indirectly from the Customer's breach of any of its obligations under these Terms and Conditions.

## **21 FORCE MAJEURE**

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

## **22 ASSIGNMENT**

The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Nursery.

## **23 THIRD PARTY RIGHTS**

Nothing in these Terms and Conditions intend to or confer any rights on a third party.

## **24 SEVERANCE**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

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## **25 WAIVER**

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions.

## **26 NOTICES**

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Application Form or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

## **27 ENTIRE AGREEMENT**

These Terms and Conditions supersede any previous agreements, arrangements, documents or other undertakings either written or oral.

## **28 GOVERNING LAW**

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

## **29. POLICIES & PROCEDURES**

All of the Nursery Policies and Procedures are available for you to read. These are located at the nursery reception. If you cannot locate them, please contact the nursery manager.