

Terms and Conditions

Below are the standard terms and conditions of Kiddi-Winks Nurseries Ltd (**nursery**) detailing the basis of the contract (**contract**) between the nursery and you, the parent or guardian (**Parent/guardian**) of the child detailed (**child**) in respect of the provision of the nursery services as detailed (**contracted services**).

1. Confirmation of Booking

1.1 A deposit is required which amounts to two weeks nursery fees which will be deducted off your first monthly fee. On receipt of this completed form the nursery will check availability in line with its Admissions policy. You will receive a letter, subject to availability of sessions, within seven days of receipt, confirming acceptance of the requested sessions. Upon the said letter being sent to you (typically sent by e-mail with an attachment copy of your booking form, terms and conditions and a registration form) this contract will come into effect and the contracted services will be confirmed.

2. Calculation of Fees and Charges

2.1 Nursery fees are calculated as a monthly average to create a fixed monthly fee, on the basis of a rolling 52 weeks and are then divided by 12. No deductions shall be made to nursery fees to take account of public holidays when the nursery is closed.

2.2 No deductions shall be made to any fees to take account of periods of absence, for whatever reason (including, but not limited to, illness, holidays or temporary exclusion for whatever reason) by a child from the nursery.

2.3 The nursery may from time to time increase any fees or other charges on giving not less than 4 weeks written notice of such increases.

2.4 The nursery will be closed on the working days between Christmas Day and New Year's Day. If your booking pattern falls on these days, no deductions shall be made to any fees or charges payable under this contract to take account of the fact the services shall not be provided on these days.

2.5 Charges will be made for late collection outside of the contracted service hours, £10 for each 15 minute period will be added to the next month's invoice.

3. Payment of Fees

3.1 Fees are payable monthly in advance on the 24th of each month by standing order or cash handed directly in at the office. We will not be held liable for any monies that have not been handed in personally to the office. Receipts will be issued as proof of payment.

3.2 Full payment of fees (including payment made by childcare vouchers) must be received by the 24th of each month.

4. Non/Late payment of fees

4.1 The nursery regards non-or late payment of fees or other charges as a material breach of this Contract. In the event of non-payment or late payment of fees in breach of this contract the nursery shall serve written notice of such non – or late payment requiring payment to be made within 7 days of the date of the notice to the parent/guardian. The nursery reserves the right to make an administrative charge of £20 for each such notice served.

4.2 In the event that any fees or other charges are not paid within 7 days of the dates of the notice of non-payment served under clause 4.1, the nursery reserves the right to terminate the contract without notice thereafter.

4.3 Notwithstanding clause 4.2, any service of notice to terminate shall constitute formal demand of all outstanding fees and charges.

4.4 Upon termination of the contract, the nursery shall have no further obligation to provide the contracted services in accordance with clause 5.4.

4.5 The nursery reserves the right to charge interest on a daily basis on any outstanding fees or any other sums due hereunder from their due date until the date of payment.

4.6 In addition to any sums payable under clause 4.5 or otherwise under this contract, the parent/guardian agrees and undertakes to indemnify the nursery for and against any and all costs, fees, charges and expenses the nursery may incur as a result of or arising from late or non-payment of charges payable under this contract, including, but not limited to, for the avoidance of doubt, any and all legal and other professional fees and expenses it may incur as a result of instituting legal or other proceedings against a parent/guardian for non or late payment of charges due and owing to it under this contract.

5. Termination of Contract

5.1 This contract can be terminated by either party giving the other party not less than 4 weeks written notice of termination. To be valid, any notice of termination served by a parent/guardian must be addressed to the Manager/Area Manager.

5.2 In the event of termination of the contract without the requisite notice by a parent/guardian as set out in clause 5.1, the parent/guardian shall immediately pay to the nursery a termination fee equal to a full months fees plus any other fees or charges arising in respect of the month in which the contract is terminated.

5.3 The nursery will not tolerate any abuse, whether verbal or physical, of its team members by parents/guardians. In the event of such abuse the nursery reserves the right to terminate this contract immediately without notice and to exclude that parent/guardians child in accordance with clause 7.1 (b).

5.4 Upon termination of the contract for whatever reason, whether by notice or otherwise, the nursery shall have no further obligation to provide the contracted services.

6. Variations or Amendments

6.1 Variations or amendments may only be made in respect of the contracted services by a parent/guardian if written notice of such variation or amendment is given to the Area Manager in accordance with clauses 6.2 and 6.3 below.

6.2 Parents/guardians whose children have commenced their childcare at the nursery shall give not less than 4 weeks written notice of any required reduction in the contracted services. Where less than 4 weeks' notice is given, the nursery reserves the right to continue to charge in full for the contracted services up to the date on which the 4 weeks' notice would have expired if it had been given.

6.3 If a parent/guardian wishes to increase the contracted services, written notice of such request must be served to the Manager. Whilst the nursery gives no guarantee that it shall be able to do so, either immediately or at all.

6.4 The Parent/guardian shall give written notice to the nursery of any days on which the child will not attend nursery due to a planned holiday. Such notice should be given to the manager as soon as practicable.

6.5 The nursery may, in its absolute discretion, take the decision to close without prior notice, due to adverse weather, or other circumstances outside the nursery's control. Alternative facilities maybe offered if there are any spaces available.

6.6 The nursery may in its absolute discretion change any of its terms and conditions upon giving not less than 4 weeks written notice of same.

7. Exclusion/withdrawal of child

7.1 The nursery reserves absolutely the right to refuse admission to a child or exclude a child from the nursery on a permanent or temporary basis for the following reason:

(a) Where care of a particular or specialist type is either required by the child or requested by the parent/guardian and the nursery is unable to provide same or the parent/guardian refuses consent to the provision of same by the nursery;

or

(b) The behaviour of the child or parent/guardian is such that the nursery, in its absolute discretion, considers that their presence at the nursery or their actions are detrimental to the health, safety or wellbeing of the child itself, any other child at the nursery or any team members.

So far as it is reasonably able to do so in the circumstances, the nursery shall communicate its reasons for the exclusion in writing to the parent/guardian prior to any exclusion being affected.

7.2 Permanent exclusion of a child under clause 7.1 shall immediately terminate the contract whereupon clause 5.4 shall apply.

8. Medical Conditions

8.1 Each parent/guardian undertakes to advise the nursery immediately in writing upon them becoming aware that any information on their registration form is incorrect or requires amendment. Any such notice should be addressed to the manager.

8.2 The nursery reserves the right to refuse to admit or provide childcare to any child in accordance with the nursery's medication policy.

8.3 The nursery will require a meeting prior to confirming a place to complete a risk assessment and training plan to verify that we are able to offer suitable child care for your child.

9. Illness

9.1 If the child is unwell and cannot attend the nursery the parent/guardian must inform the nursery by 9.30am on the day on which the child was due to attend.

9.2 The nursery reserves the right in line with its illness and injury policy (in its absolute discretion) to refuse to admit the child if he/she appears to be unwell.

9.3 If the child becomes unwell during the day, the parent/guardian must arrange for the child to be collected, as soon as possible upon notification from the nursery.

10. Late Collection

10.1 Parents/guardians undertake to provide the nursery with as much advance notice as possible in the circumstances regarding any late collection of a child. In the event of late collection the nursery shall charge a fee in accordance with clause 2.6.

10.2 The late Collection policy shall form part of this contract.

11. Non-Solicitation of team and Babysitting

11.1 The parent/guardian undertakes that they shall not, during this contract or for a period of 6 months following termination of this contract, employ, solicit or entice away or seek to entice away from the nursery's employment any person who was employed by the nursery at the date of termination of this contract or in the 6 month period prior to the termination of this contract.

11.2 The parent/guardian agrees that in the event that clause 11.1 is breached by them they will immediately pay the nursery a sum equal to 2 months' salary of the relevant employee so employed, solicited or enticed away by them, which sum the nursery estimates it will cost to replace the said employee.

11.3 This clause 11 shall not apply where the employment or solicitation relates exclusively to the provision of babysitting services employed by the nursery to the parent/guardian, where the babysitting takes place entirely outside the nursery's normal opening hours. However, where a parent/guardian does engage a person employed by the nursery on such a basis the parent/guardian acknowledges that they do so entirely at their own risk and that neither the nursery nor its insurers shall have any responsibility or liability whatsoever in that regard.

12. Limitation of Liability

12.1 The nursery shall have no liability whatsoever to any parent/guardian or child in relation to loss of or damage to the goods or property of any parent/guardian or the goods or property of any child admitted to the nursery (even if such loss is caused by the nursery's negligence). Any property brought by the child or the parent/guardian to, or left by them at, the nursery is done so entirely at their own risk.

12.2 Subject to any other provisions of this contract;

(a) The nursery shall not be liable for any special, indirect or consequential loss (all three of which terms include, without limitation pure economic loss, loss of profits, loss of goodwill, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any failure to provide the contracted services (even if caused by the nursery's negligence).

(b) The nursery shall not be in breach of this contract or otherwise liable to the parent/guardian or child by reason of any delay or failure of performance of the contracted services due to an event outside its reasonable control including (but not limited to) "acts of God", adverse weather, fire, lighting, war, flood, acts of terrorism, strikes or other industrial action.

12.3 Nothing in this contract shall exclude or limit the nursery's liability in respect of death or personal injury or for any matter in respect of which it would be unlawful for the nursery to exclude liability for.