

Mucky Pups Childcare

TERMS & CONDITIONS

PART B

**To be read in conjunction with our policies and
procedures**

Please read carefully before signing the contract

(if you wish for help understanding any of the contract, or wish for it to be translated, please speak
to a member of management who can help you)

1. Formation of the contract

- a) A contract for the Services will be formed between you and us once you have given us a signed, fully completed, registration form a non refundable deposit of £60. We will confirm to you in writing that your application for a place has been successful.
- b) These terms and conditions govern the contract between you and us for the Services. No other terms apply unless they are in:
 - A handbook issued to you by us,
 - A policy issued to you by us,
 - A letter that is signed by both you and us.
 - In the case of any uncertainty as to which terms apply, these terms and conditions will apply.

2. Duration of the contract

- a) The contract shall last until it is terminated by either you or us giving to the other, in writing, at least 4 weeks' notice. However, the contract can, in some circumstances be terminated immediately under clause 13.
- b) You are liable for the fee during the notice period regardless of your situation and reason behind the termination. Any decision to waive the termination period will be at the discretion of the owner.

3. 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 14. If the Services are suspended for a period of more than one month, either of us may terminate the contract by giving the other 4 weeks written notice.

4. Our Obligations

- a) 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
- b) 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

outbreak of flu, swine flu or other illnesses etc. Also, we close if the owner of the premises closes the premises and denies us access.

14. Invalid clauses

a) 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.

15. Changes to these terms and conditions

a) We may change these terms and conditions where such a change arises from changes in regulations or legislation affecting us.
b) We may change any other terms in these terms and conditions when deemed necessary provided we give you at least one month's written notice of our intention to do so.

16. No other terms

a) 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.

17. 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.

18. Rights of third parties

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

19. 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.

5. Your obligations

You shall:

- a) Co-operate with us;
- b) Provide to us such information as we may reasonably require about the Child, including:
 - Any known medical condition, health problem, allergy, or diagnosed dietary requirement;
 - Any prescribed medication;
 - Any lack of any vaccination which the Child would ordinarily have by their age;
 - Any family circumstances or court orders affecting the Child;
 - Any concerns about the Child's safety;
 - Your contact details and those of your authorised persons who may collect the Child.
- c) 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.
- d) 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. Charges and payment

- a) The fees policy must be read before signing the contract. When signing the contract you are signing to adhere to these terms & conditions and all policies.
- b) Charges are due even if the Child is absent.
- c) We will charge for bank holidays.
- d) VAT is not charged on nursery fees (nursery provision is an exempt supply for VAT purposes).
- e) A minimum of 10 hours is allowed to be taken per week for non funded children.
- f) Extra hours or parts of an hour will be charged for per half an hour and must be booked at least 24 hours in advance.
- g) The charges must be paid monthly in advance, by the date stated on your invoice.
- h) All payments must normally be made by bank transfer, childcare vouchers or a Tax free childcare account. We may agree to payment by cash, but it is your responsibility to obtain a receipt from the nursery manager as proof of payment and the correct amount MUST be received as the nursery does not hold change on site. No payment shall be deemed to have been made until it is cleared into our bank account. If payment fails, we may charge a reasonable administration fee currently £8 per day (capped at £40).
- i) We may increase our charges once per year or if there are Government changes beyond our control which may have a detrimental effect on the nursery. We will give you written notice of any such increase 4 weeks before the proposed date of increase.
- j) Without restricting any other legal right that we may have, if you fail to pay us on time, we may:
- k) Charge you a reasonable administration fee (currently £8 per day) and suspend all Services until payment has been made in full, which will include the suspension of the Child, or even terminate the contract permanently.
- l) 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.

- m) A late payment fee of £8 per day (capped at £40) will be added if payment is late. If payment is more than 7 days overdue then your child's place will be suspended and the deposit will be retained until payment is made.

7. Free nursery education

- a) 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 many hours you will receive for the following term.
- b) Our charges will not be made in respect of the free sessions as detailed in the Parental Declaration, but we are entitled to make a reasonable charge for meals or additional activities provided during any free session. Meals are charged at the rate of £4 per day for funded children.

8. Welfare of the Child

- a) 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.
- b) 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.
- c) 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 in connection with the Child's health and welfare.

9. 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.

10. Limitation of liability

- a) 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).
- b) All terms implied by law are, to the fullest extent permitted by law, excluded or deleted from the contract.
- c) Nothing in these terms and conditions in any way limits our liability for fraud, or for death or personal injury resulting from negligence.
- d) We shall not be liable for:
- Any loss or damage to any toys, equipment or bags, clothing etc. you may bring into our nursery;
 - Loss of any profits, or consequential loss; or any other indirect loss and 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.
 - Damage to property (including vehicles) in the nursery car park

11. Data protection

- a) We will not share your personal details to any person or company outside the nursery except where outside agencies (such as social services or police) may need to be contacted if we or they believe that a child in our care may be at risk of abuse and harm.
- b) We may take photographs and/or videos of your Child for promotional or training purposes 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.

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

- a) 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:
- The other party fails to pay any amount due under the contract on the due date for payment and remains in default for 7 days or more;
 - 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
 - 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.
- b) On termination of the contract for any reason and regardless of the reasons for the termination:
- 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 before the child's last day. If payment is not received then the deposit will be retained and we will follow our non payment procedure to collect all outstanding monies
 - Any clause in these terms and conditions which implicitly is intended to survive termination shall continue in force.

13. Events that are beyond our control

- a) 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.
- b) 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,