



# TERMS & CONDITIONS

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EY2782407

## PARTIES

- (1) Edward Bears Private Day Ltd, a company incorporated in England with registered number, **15037979** whose registered office is at 64 Victoria Road, Cirencester Gloucestershire, England, GL7 1ES ("**Edward Bears Private Day Care Ltd, Teddys, The Nursery, The Setting**" "our" "us" "we"); and
- (2) The parent/s, guardian/s, or carer/s as set out in the Registration Form ("**you**", "**your**", "**yours**")

(Edward Bears Private Day Care Ltd, Teddys and you are each a party and together are the parties)

## BACKGROUND

- (A) Edward Bears Private Day Care Ltd are a registered childcare provider with Ofsted.
- (B) You are a parent, guardian, or carer of a child for whom Edward Bears Ltd shall provide childcare services in accordance with the Agreement.

## THE PARTIES AGREE

### 1. DEFINITIONS AND INTERPRETATION

- 1.1. In the Agreement, unless the context requires otherwise, the following words and phrases have the meanings set opposite them:

<b>Agreement</b>	These Terms and Conditions, the Fee Schedule and the Nursery Registration Form;
<b>Business Day</b>	A day other than a Saturday or Sunday, on which banks are open for normal business in England;
<b>Child</b>	The child named on the Nursery Registration Form
<b>Commencement Date</b>	As detailed in the Nursery Registration Form;
<b>Fee Schedule</b>	The attached document identified as the Fee Schedule describing the fees payable by you for the Services, as amended from time to time.
<b>Interest Rate</b>	8% per annum above the base rate of the Bank of England base rate from time to time;
<b>Nursery</b>	The nursery setting operated by Edward Bears Private Day Care Ltd, where your Child is enrolled and as identified on the Nursery Registration Form.
<b>Child's Details</b>	Information completed by you prior to your Child's start date providing various details

about the Child.

**Services**

The services to be provided by Edward Bears Private Day Care Ltd in respect of the Child, as setout in the Nursery Registration Form.

**Termination Date**

The date of termination of the Agreement for whatever reason;

1.2. In the Agreement:

- 1.2.1. These Terms and Conditions, the Fee Schedule and the Nursery Registration Form are deemed incorporated into and form part of this Agreement.
- 1.2.2. Where there is a discrepancy between these Terms and Conditions, the Fee Schedule and the Nursery Registration Form the Nursery Registration Form will take priority.
- 1.2.3. Any reference to the Agreement or to any other document will include its' Schedules, appendices and annexes (if any) and any permitted variation or amendment;
- 1.2.4. Any reference to a clause or Schedule is, except where expressly stated to the contrary, reference to the relevant Clause of or Schedule to these Terms and Conditions;
- 1.2.5. The background section and any clause, Schedule or other headings and the use of bold type in these Terms and Conditions are included for convenience only and shall have no effect on the interpretation of these Terms and Conditions;
- 1.2.6. A reference to any statute, statutory instrument, order, regulation or other similar instrument (including any EU order, regulation or instrument) will be construed as including references to any statutory modification, consideration or re-enactment of that provision (whether before, on or after the date of the Agreement) for the time being in force, including all instruments, orders or regulations then in force and made under or deriving validity from that legislation;
- 1.2.7. The words 'include', 'including', 'in particular' or any similar words and expressions will be construed as illustrative only and will not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.8. The use of the singular includes the plural and vice versa and a reference to one gender includes a reference to the other gender;
- 1.2.9. A reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;
- 1.2.10. A reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 1.2.11. A reference to a 'person' includes a natural person, corporate or

unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;

1.2.12. A reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;

1.3. Where the Agreement expressly provides that fees paid in advance are to be refunded "**pro rata**", the factors used in its determination shall be the number of sessions paid for, and the number of those sessions where your Child has not attended or will not attend the Nursery or any of our nurseries. In the event of any dispute as to the amount refunded, Edward Bears Private Day Care Ltd shall have the final say.

## **2. INFORMATION ABOUT US**

2.1. We are a private limited company.

2.2. We trade under the name Edward Bears Private Day Care Ltd. The Site is classified as Edward Bears Private Day Care (Teddys)

2.3. We are registered in England and Wales under company number **.15037979**

2.4. We are registered with Ofsted. We will comply at all times with all relevant requirements, rules and guidance provided by Ofsted.

2.5. We are also members of The National Day Nurseries Association, Millies Mark, Food for Life, The Curiosity Approach Academy and Eco Schools.

## **3. APPLICATIONS FOR REGISTRATION**

3.1. To apply to register your Child with us you should submit a request in writing, via email at the appropriate site.

3.2. When we receive such a request, we will consider all the information provided and will make a decision on the application within 15 Business Days. During that period, we may ask you to provide additional information to clarify or support the application. At this stage there is no binding contract between us.

3.3. If we decide to progress your application for a Nursery place for your Child we will send you a Nursery Registration Form for you to sign. This, however, is not a contractual offer capable of acceptance by you. By you signing and returning the Nursery Registration Form to us and paying your Deposit (see clause 4 below) this is a contractual offer to us to provide you with the relevant Services set out under the Nursery Registration Form which we may in our utter discretion accept. There will only be a binding contract between us once we have confirmed acceptance of the terms of your Nursery Registration Form in writing by sending you an acceptance letter welcoming your Child to the Nursery.

3.4. We will try and accommodate your preferred start date indicated on your Application Form however please check the details of the Nursery Registration Form carefully as the contractual start date shall at all times be the date on the Nursery Registration

form once accepted by us.

#### **4. REGISTRATION FEES AND DEPOSITS**

- 4.1. For us to consider your application for your Child's place at the Nursery when you return the signed Nursery Registration Form you must pay:
  - 4.1.1. The deposit referred to in the Fee Schedule ("Deposit"); and
  - 4.1.2. The registration fee referred to in the Fee Schedule ("Registration Fee");
- 4.2. The Deposit and Registration Fee must be paid in cleared funds into such bank account as designated by Edward Bears Private Day Care Ltd
- 4.3. Where we do not accept your Nursery Registration Form (in our utter discretion) we shall return the Deposit and Registration Fee within 28 business days of our decision to reject your application.
- 4.4. Edward Bears Private Day Care Ltd are unable to accept childcare vouchers for the Registration Fee or Deposit.
- 4.5. The Deposit:
  - 4.5.1. Will only be refundable as set out in this Agreement.
  - 4.5.2. Will not be offset against any other fees you owe under this Agreement.
- 4.6. Subject to the "cooling off period" provisions set out in Clause 17. the Deposit is only refundable once:
  - 4.6.1. Your Child has completed a minimum of 6 months with Edward Bears Private Day Care Ltd;
  - 4.6.2. Your Child has permanently left the Nursery;
  - 4.6.3. Any and all outstanding fees have been paid in full; and
  - 4.6.4. The correct notice has been given under clause 18.
- 4.7. Deposits are non-refundable if you do not use the nursery space commencing on the date that you have specified in the contract. Furthermore, if you defer your booking under clause 5 for more than 3 months your space will automatically be cancelled and no deposit is refunded.
- 4.8. You will not be entitled to any interest on the Deposit, at any time.
- 4.9. A non-refundable registration fee is charged with the deposit as detailed in the Fee Schedule to cover induction sessions and administration, whether or not these have been attended.

#### **5. TERM OF THE AGREEMENT**

- 5.1. This Agreement shall commence on the Start Date and shall continue unless and until terminated in accordance with the terms of this Agreement.

- 5.2. If the Start Date falls within the statutory 14 day cooling off period, you must make an express request for provision of the Services to begin within the 14-calendar day cooling off period. This request forms a normal part of the application process. By making such a request you acknowledge and agree to the following:
- 5.2.1. If you cancel the Agreement after provision of Services has begun, you will be required to pay for the Services supplied up until the point at which you inform us of your wish to cancel;
  - 5.2.2. The amount due will be a fair proportion of the Fees. Any sums that have already been paid for the Services will be refunded subject to deductions calculated on this basis;
  - 5.2.3. We will process any refund within 28 business days after you inform us of your wish to cancel.
- 5.3. Clause 5.2 does not apply to termination of the Agreement after the 14-calendar day cooling off period has elapsed.

## **6. SERVICES**

- 6.1. Following the start date, Edward Bears Private Day Care Ltd will accept your Child into the Nursery during each session as detailed on the Nursery Registration Form unless and until this Agreement is terminated (save for any periods of expulsion or closure).
- 6.2. We will fully comply with our obligations under the Children Act 1989 or other applicable legislation and the Statutory Framework for the Early Years Foundation Stage.
- 6.3. We will ensure that we are aware of all laws, rules, regulations and guidance relevant to the provision of childcare services and keep our knowledge up to date.
- 6.4. We will provide the Services to the best of our ability, offering high standards of care and diligence, consistent with the childcare profession in England and Wales.
- 6.5. We will wherever possible provide care and experiences for the Child that will contribute positively to the Child's physical and mental development. Such care and experiences will take into account the Child's age and stage of development and may include, where appropriate, social and/or community activities involving children of a similar age group. We will consult you fully when planning all such care and experiences.
- 6.6. We will use all reasonable methods of managing the Child's behaviour that are permissible under relevant law, rules and guidance. We will not, under any circumstances, use any method of physical punishment. If You know that the Child has any behavioural difficulties, you must inform us in the Nursery Registration Form or, if such difficulties are not known at the time of applying, as soon as reasonably possible after becoming aware.
- 6.7. We will provide suitable drink (including unlimited drinking water) for the Child at appropriate times, subject to the Agreement. Where you chose for us to cater for

your Child we will take into account special dietary requirements, medical conditions and medication (amongst other factors) when determining the food and drink to be provided for the Child. We will consult you when planning food and drink and we may require you to provide the Child's meals either occasionally or regularly.

- 6.8. We will inform you immediately if the Child becomes ill or suffers any significant injury or accident whilst in our care. If the Child suffers an illness or injury which, in our reasonable opinion, requires immediate medical attention, we will take the Child to a suitable medical practitioner immediately or call an ambulance. Minor injuries will be discussed at feedback on collection.

## **7. YOUR OBLIGATIONS**

- 7.1. You must provide all information reasonably required and requested by us (including, but not limited to, the information required in the application) promptly and must ensure that the information is accurate and up to date.
- 7.2. You must inform us as soon as reasonably possible and practicable if you, the Child, any person in the Child's household or any other person with whom the Child has close physical contact becomes ill. During the period of such illness, we may require you to care for the Child at home until the Child has been free of symptoms for at least 48 hours.
- 7.3. You must provide us with detailed information of any medication that is to be taken by the Child (whether such medication is prescribed by the Child's GP or otherwise). If we are to be required to administer any medication of any kind, you must provide written permission, authorising us to do so. Please ask for a copy of our administering medications policy for more specific information.
- 7.4. You must inform us as soon as reasonably possible if the Child has been injured in any way since he/she was last in our care. We will where possible accommodate such injury/injuries.
- 7.5. You must drop the Child off and collect the Child on time.
- 7.6. You must provide the following items:
- 7.6.1. A change of clothes;
  - 7.6.2. Appropriate outdoor clothing for the prevailing weather conditions;
  - 7.6.3. A comfort item that is important to the Child (if required);
  - 7.6.4. Nappies, wipes and nappy cream;
  - 7.6.5. Suntan lotion between 01 April – 31 August;
  - 7.6.6. Anything else recommended by the Child's Key Person.
- 7.7. You must be available at appropriate times when requested by us to discuss any matters relating to the care, development, wellbeing, and behaviour of the child.

## **8. DEFERRAL**

- 8.1. We permit a deferral of up to 3 months subject to payment of fees under clause 8.2. Should you defer your place for more than 3 months the place may in our utter discretion be terminated by us. Any fees paid for a deferred place are non-

refundable.

- 8.2. Where you defer a place you will remain liable for 50% of the fees from the original start date up to the earlier of the new start date and/or termination.

## **9. NURSERY YEAR AND PLANNED CLOSURES**

- 9.1. The Nursery year runs from 01 September to 31 August. For funding purposes, we operate the following terms:
  - 9.1.1. Autumn Term: 01 September to 31 December,
  - 9.1.2. Spring Term: 01 January to 31 April; and
  - 9.1.3. Summer Term: 01 May to 31 August.

(each a "Term")
- 9.2. The Nursery is closed for all public and bank holidays. We also close for an additional period of 10 days over the year. We do not charge for these days as the fees are calculated over 50 weeks, rather than 52 weeks of the year. This is usually taken as 8 days over the Xmas period and 2 staff training days, to allow all staff to partake in Pediatric First Aid and safeguarding training. All such dates will be published by Edward Bears Private Day Care Ltd in advance and will be displayed in the Nursery Reception, a copy of which can be requested.
- 9.3. Your Child will not be accepted into the Nursery on the published closure days.
- 9.4. During planned closures, fees are charged at the normal monthly rates as per the Fee Schedule. All bank holidays are charged. There are no discounts applied for any nursery closures.

## **10. SESSIONS AND OPENING HOURS**

- 10.1. It IS a condition of accepting your Child into the Nursery that a minimum number of sessions are booked. The current minimum number of sessions are 2 full days per week.
- 10.2. You cannot swap any booked sessions unless we agree in advance that there are exceptional circumstances to permit this. A flexi session can be changed with 48 hours' notice.
- 10.3. Induction sessions will be booked once the registration fee and deposit has been paid in full. No Child will be able to start at the Nursery until these payments have been confirmed.
- 10.4. The Nursery is open from 8.00am-18.00pm, Monday to Friday, except for the Nursery closures.
- 10.5. For an additional charge Edward Bears Private Day Care Ltd can take a limited number of children from 7.30am. Due to limited spaces and staff planning, early starts are added to a regular session and are not permitted as one-off services. The charges are annualised in the same way as the daily rates and are charged monthly.



- 10.6. Your Child must be collected from Nursery by no later than the relevant session-end time detailed on the Nursery Registration Form. If you fail to do so then you shall pay the late pick-up fees detailed on the Fee Schedule.
- 10.7. The latest pickup is 17.50pm (to allow for adequate feedback and Nursery closure at 6pm). Any late pickups past these times will result in a set late fee charge as per the Fee Schedule. Where there are two or more children from the same family each child will be charged separately.
- 10.8. Edward Bears Private Day Care Ltd do not operate any half-day sessions.
- 10.9. You can request flexible bookings for additional days which can be added onto your normal sessions, as and when required, but subject to availability once your Child has completed at least 5 sessions at the Nursery. A flexi booking form will be issued if space is available and once this has been signed and returned with payment the booking can be made. Payment is non-refundable if the Child does not use this additional session, but such sessions can be transferred to a future session(s) within 4 weeks (subject to availability) with a minimum of 48hrs notice.

## 11. FEES

- 11.1. You shall pay the Nursery fees for your Child(rens) sessions in advance and as detailed in the Fee Schedule on or before the first day of each calendar month (each a “**Due Date**”).
- 11.2. On the date you enter into this Agreement you will immediately pay such fees that shall be due under the Fee Schedule for the following months’ fees plus any fees for that current months’ sessions.
- 11.3. We will invoice you on or around the end of each calendar month for the next months’ fees for all:
  - 11.3.1. Session fees, including without limitation any unscheduled additional sessions;
  - 11.3.2. The cost of any outings or special classes or sessions or any additional sums due or any third party costs;
  - 11.3.3. Food costs. If you do not use our cooked meals then you must remove your Child from the Nursery at lunchtime since we cannot accept food from home in the Nursery.
  - 11.3.4. Late pickup fees.
- 11.4. Flexi sessions are due immediately upon booking.
- 11.5. Without prejudice to any other right or remedy that L Edward Bears Private Day Care Ltd may have, if any amounts due to Edward Bears Private Day Care Ltd fail to be paid within 10 working days of their Due Date, Edward Bears Private Day Care Ltd may charge interest on such sum from the Due Date at the annual rate of 8% above the base rate of the Bank of England, accruing on a daily basis until payment is made.

- 11.6. If any fees or charges (including late payment charges) are outstanding for more than 10 working days from the relevant Due Date, then Edward Bears Private Day Care Ltd may terminate the contract in accordance with clause 18.
- 11.7. We reserve the right to charge an administration fee of £30.00 per email when chasing late or non-paid fees to cover staff expenses. This may come as a personalised email or a statement direct from the software systems.
- 11.8. Edward Bears Private Day Care Ltd reserves the right to increase the fees in the Fee Schedule at anytime by giving one months' written notice of the proposed increase and the revised Fee Schedule to you via email and or publish it live on the Nursery Website.
- 11.9. You acknowledge that third party disbursements may be increased with no prior notice to you. These fees may include extracurricular activities (cooking, ballet, rugby, trips, Flexi Sessions etc.). These items can be booked on request (space permitting).
- 11.10. There shall be no reduction in fees if your Child is (or is to be) withdrawn from the Nursery or absent from the Nursery for any period due to illness, holidays, quarantine, periods of isolation, lockdown or any other reason. Accordingly, where such circumstances are envisaged, you are obliged to make the full and exact monthly payment in advance and there will be no obligation on Edward Bears Private Day Care Ltd to repay fees paid in advance to you where such circumstances arise.
- 11.11. You have an obligation to pay the correct fees, on time regardless of whether all or part of your fees are covered by childcare vouchers or any other scheme. In the event of an overpayment this will be adjusted in the following month's invoice, but you will not be entitled to a refund. Tax Free Childcare payments need to be paid 5 days prior to the due date, as they take up to this amount of processing time to clear our account.
- 11.12. If your Child leaves the Nursery, there will be no refund from payments already made.
- 11.13. Where you have more than one Child attending the Nursery, you must enter into this agreement separately, for each Child. All payments must also be made separately.
- 11.14. Any discounts applied to fees can be withdrawn by Edward Bears Private Day Care Ltd at any time with one months' written notice.
- 11.15. Should the whole Nursery site be subject to mandatory closure in line with Government advice or instruction for any reason, including without limitation any epidemic or pandemic, all fees will remain due and payable. Further should you or your Child be required to self-isolate or otherwise not attend the Nursery when it is open, there will be no reduction in fees.
- 11.16. The Nursery does not accept payment in cash or by cheque. The preferred payment is by bank transfer, standing order, tax free childcare or childcare voucher scheme.
- 11.17. If, for any reason, you are unable to provide us with a valid childcare voucher but have sought to make payment via childcare vouchers you will be liable to us for the value of the voucher.
- 11.18. When you pay through a voucher company you shall send us any remittance advice received upon our request to enable our finance department to allocate your payments.

- 11.19. Any overpayment whilst using vouchers will not be refunded. Vouchers are solely accepted for childcare use; they have **no cash refund value**.
- 11.20. If you overpay by a tax-free childcare voucher, you have the option to use the value for childcare only, space permitting. The childcare voucher companies that we accept are detailed in the Fee Schedule. In some circumstances a voucher Company may accept a refund from Edward Bears Private Day Care to repay your salary sacrifice scheme, in order to add the tax back onto your original salary deduction.
- 11.21. The Nursery will need to be informed of your unique code for the allocation of any tax-free childcare payments. Payments must be set up to allow the payment to reach Edward Bears Private Day Care Ltd.'s account by the Due Date. You are responsible for this. More information on this can be found on the Government's website: <https://www.gov.uk/help-with-childcare-costs>
- 11.22. Advance deposit payments will be deducted from your final invoices, where the required notice is given, or your child is due to finish 31 August to start their primary school. Subject to the deposit, return conditions being met. It is the bill payer's responsibility to ensure that they pay the correct balance. Voucher overpayments will not be refunded, due to the HMRC rules that voucher payments are non-refundable (11.19).

## 12. POLICIES

- 12.1. You shall at all times comply with all provisions contained in any Edward Bears Private Day Care Ltd policy. The policies as updated from time to time are available from the Nursery office. Copies of such policies may be provided to you on reasonable request.
- 12.2. The provisions of an updated policy shall take immediate effect.

## 13. BEHAVIOUR (Children and Careers)

- 13.1. If, in the reasonable opinion of Edward Bears Private Day Care Ltd, it is considered that the continued presence of you or your Child is detrimental to the health, safety or wellbeing of your Child, the other children at the Nursery, the Nursery practitioners or other staff employed or engaged at the Nursery then in its absolute discretion:
- 13.1.1. Edward Bears Private Day Care Ltd will endeavor to discuss its concerns with you;
- 13.1.2. Edward Bears Private Day Care Ltd may require you to collect your Child from the Nursery immediately;
- 13.1.3. Edward Bears Private Day Care Ltd may terminate this Agreement with immediate effect and cancel all booked sessions;
- 13.1.4. Edward Bears Private Day Care Ltd may refuse to accept the Child into the Nursery for a reasonable period (a "**re-adjustment phase**") to be specified by Edward Bears Private Day Care Ltd; and/or
- 13.1.5. Put in place reasonable additional measures to address any concerns such as without limitation prohibiting certain parents from collecting the Child, different hours, reduction in certain activities;

13.1.6. Expel your Child from the Nursery and prohibit them and you from attending any site.

13.2. Fees under the Fee Schedule will remain payable in full during the period of any measures taken under clause 13.1 up to the date of official termination by us as confirmed in writing. Edward Bears Private Day Care Ltd have a duty “so far as it is reasonably practical” to protect their staff from any type of abuse including verbal abuse. Any emotional, either written or verbal or physical abuse from a parent/guardian will not be tolerated and will be dealt with accordingly. Exclusion from the setting may be required to further protect staff.

13.3. For the avoidance of doubt once parents/guardians or those authorised to collect a Child arrive on site they resume responsibility for their child and must ensure that they leave the setting safely. We do not accept liability for any child accidents that happen on or off site under the responsibility of their parent/guardian save where the fault lies solely with a defect in our property or our equipment.

#### **14. ABSENCES**

14.1. You must promptly inform the Nursery of all planned absences by filling out a “**holiday form**”, which can be provided to you by the Nursery.

14.2. Any absence due to illness, self-isolation periods or holiday are chargeable in full.

14.3. If your Child is absent for more than 28 days, for whatever reason, Edward Bears Private Day Care Ltd may terminate this Agreement by giving the required notice period as set out in clause 18.

14.4. The Deposit will not be refundable on such a termination and no fees paid in advance will be refundable. Any outstanding fees will be payable in addition to the deposit.

#### **15. COMPLAINTS AND FEEDBACK**

15.1. We always welcome feedback from our clients, and we want to hear from you if you have any cause for complaint.

15.2. All complaints are handled in accordance with our complaints handling policy and procedure, available from the Nursery Office.

#### **16. CHANGES**

16.1. Any permanent changes to sessions require advance notice in writing, using the Nursery’s “**change of sessions form**”, which can be provided to you by the Nursery. We require no less than 8 weeks’ notice or one Term for funded children.

16.2. We also require eight 8 weeks’ notice to reduce any sessions. Funded children cannot reduce sessions during a Nursery Term.

#### **17. CANCELLATION OF AGREEMENT DURING THE COOLING OFF PERIOD**

17.1. Where the Agreement is not made “on Our premises”, You have a statutory right to a “cooling off” period. This period begins once the contract between you and us is formed and ends at the end of 14 calendar days after that date.

- 17.2. If you wish to cancel the Agreement within the cooling off period you should inform us immediately by a clear statement (e.g. a letter sent by post or email to the postal address, or to one of the above email addresses. You may use the Model Cancellation Form, but you do not have to.
- 17.3. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 17.4. If you exercise the right to cancel you will receive a full refund of any amount paid to us in respect of the contract.
- 17.5. We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund. Childcare vouchers, however, are non-refundable and are exempt from the cooling off refunds.
- 17.6. We will process the refund due to you as a result of a cancellation without undue delay and, in any case, within the period of 28 business days after the day on which we are informed of the cancellation.

## 18. TERMINATION

- 18.1. Unless otherwise agreed between the parties or set out under this Agreement, this Agreement will terminate on the **"Finish Date"** as detailed on the Nursery Registration Form. Any sessions required after such date can be added as flexi sessions.
- 18.2. If you have not entered a specific leave date, the Finish Date is deemed to be the 31 August in your Child's school leave year (when your Child is old enough to start mainstream education).
- 18.3. You must request a **"withdrawal form"** from the Nursery when giving notice that is before the Finish Date, whether deemed or specified. Edward Bears Private Day Care Ltd may give you written notice of termination in whatever way it deems suitable.
- 18.4. Either party may terminate the Agreement by giving the other party:
  - 18.4.1. 8 full weeks' notice for non-funded children
  - 18.4.2. For government funded children during the below notice periods:
    - (A) To terminate **at the end of** Spring Term (01 January-30 April) Notice period opens 01 January and closes 28 February.
    - (B) To terminate **at the end of** Summer Term (01 May-31 August) Notice period opens 01 May and closes 30 June;
    - (C) To terminate **at the end of** Autumn Term (01 September-31 December) Notice period opens 01 September and closes 31 October.
- 18.5. Subject to clause 13.1 during any period of notice, Edward Bears Private Day Care Ltd will continue to accept your Child into the Nursery, subject to the terms of this Agreement. For the avoidance of doubt, you will pay all fees due under this Agreement.
- 18.6. If Edward Bears Private Day Care Ltd has the right to terminate the contract in accordance with clause 11.6, it may do so by giving no less than 14 days' notice, in

writing. The deposit will not be refundable on such a termination and any outstanding fees also will be payable.

- 18.7. If Edward Bears Private Day Care Ltd have the right to terminate the contract in accordance with clause 13 (behaviour) it may do so by written notice to you. Following such termination, the Deposit and any fees paid in advance will be refunded pro rata by Edward Bears Private Day Care Ltd provided you have paid all sums up to the date of termination.
- 18.8. Upon termination of the contract, howsoever arising, the Child will cease forthwith to be accepted into the Nursery.
- 18.9. Any deposits that qualify for a refund in part or in full will be returned against your final invoices or within 30 days following the Child's last attendance.

## **19. HOW WE USE YOUR PERSONAL DATA (DATA PROTECTION)**

- 19.1. We will only use Your personal data as set out in our Privacy Notice available from the Nursery Office.

## **20. NON-SOLICITATION OF NURSERY STAFF**

- 20.1. During the term of this Agreement for the period of six months following its termination, you will not employ or otherwise engage, seek to employ or otherwise engage, entice away or attempt to entice away from the employment of Edward Bears Private Day Care Ltd any person or persons who is or has been employed by Edward Bears Private Day Care Ltd in connection with the Nursery, unless that person has ceased to be employed by Edward Bears Private Day Care Ltd for a period of more than 6 months.
- 20.2. You shall indemnify Edward Bears Private Day Care Ltd fully in respect of all and any costs, claims, damages and expenses incurred by or made against Edward Bears Private Day Care Ltd as a result of any breach of clause 20.1, including the costs and expenses reasonably and properly incurred by Edward Bears Private Day Care Ltd in replacing any member of staff engaged, employed or enticed away in breach of that clause. Such costs include, but are not limited to:
  - 20.2.1. agency fees
  - 20.2.2. advertising costs
  - 20.2.3. The cost of time spent interviewing replacement candidates.
- 20.3. You will also be liable for any loss of fees where any child leaves the Nursery to be looked after by the solicitation of staff under clause 20.1.
- 20.4. Staff members must not be approached during working hours for babysitting duties. A list of available staff who wish to babysit can be requested from Edward Bears Private Day Care Ltd. Without any exception all arrangements between staff and you are purely separate to the operation of Edward Bears Private Day Care Ltd and we will not be held liable for this arrangement or anything that may happen during this private agreement.

## **21. LIMITATIONS ON LIABILITY**

- 21.1. Nothing in this Agreement is intended to or will limit your legal rights as a Consumer under any consumer protection legislation. For more details of your legal rights please refer to your local Citizens Advice Bureau or Trading Standards Office.
- 21.2. We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of this Agreement or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.
- 21.3. We will maintain suitable and valid insurance covering all relevant aspects of the Services.
- 21.4. We provide Services only to Consumers for their personal and private use. We make no warranty or representation that the Services are fit for commercial or business purposes of any kind. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 21.5. Our total liability for any loss or damage caused as a result of our negligence or breach of these Terms and Conditions or the Agreement is limited to the amount paid in the preceding six (6) months.
- 21.6. To the maximum extent permitted by law Edward Bears Private Day Care Ltd shall not be liable to you for the loss of or damage to any property left with or worn by your Child, save in the case of Edward Bears Private Day Care Ltd.'s negligence, in which case Edward Bears Private Day Care Ltd.'s liability shall be limited, in so far as permitted by law, to a maximum £50 in aggregate per event.
- 21.7. To protect your Child's belongings Edward Bears Private Day Care Ltd request that they do not bring in money, valuable items or toys, other than comforters. Edward Bears Private Day Care Ltd will not be held liable for the loss or damage of such items brought in.
- 21.8. In relation to clause 19 Edward Bears Private Day Care Ltd does not offer a babysitting service and therefore acceptance of this Agreement constitutes your acknowledgement and agreement that Edward Bears Private Day Care Ltd have no liability in relation to any private arrangements made between you and staff members of Edward Bears Private Day Care Ltd. Edward Bears Private Day Care Ltd will not be held liable for such arrangements or their outcomes.
- 21.9. This clause 21 sets out the entire financial liability of Edward Bears Private Day Care Ltd (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to you in respect of:
  - 21.9.1. Any breach of this Agreement; and
  - 21.9.2. Any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 21.10. Nothing in this Agreement limits or excludes the liability of Edward Bears Private Day Care Ltd for any damage or liability incurred by you or your Child as a result of fraud or fraudulent misrepresentation by Edward Bears Private Day Care Ltd. Nothing in this

Agreement excludes or limits the liability of Edward Bears Private Day Care Ltd in relation to death or personal injury arising from the negligence of Edward Bears Private Day Care Ltd.

21.11. Subject to clause 21.10:

21.11.1. Edward Bears Private Day Care Ltd shall not be liable for any special, indirect, consequential or pure economic loss, loss of opportunity, costs, damages, charges or expenses.

21.11.2. **To the maximum extent permitted by law** Edward Bears Private Day Care Ltd total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall be limited to the value of the last [six] month fees paid by you to Edward Bears Private Day Care Ltd in respect of the relevant Child.

## 22. FORCE MAJEURE

22.1. Edward Bears Private Day Care Ltd shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control, including but not limited to any:

22.1.1. Acts of God, flood, drought, earthquake or other natural disaster;

22.1.2. Epidemic or pandemic;

22.1.3. Terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

22.1.4. Nuclear, chemical or biological contamination or sonic boom;

22.1.5. Any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

22.1.6. Collapse of buildings, fire, explosion or accident;

22.1.7. Any labour or trade dispute, strikes, industrial action or lockouts;

22.1.8. Non-performance by suppliers or subcontractors; and

22.1.9. Interruption or failure of utility service. (each a "**Force Majeure Event**").

22.2. If Edward Bears Private Day Care Ltd is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event, they shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

22.3. Edward Bears Private Day Care Ltd shall, as soon as reasonably practicable after the start of the Force Majeure Event notify you of the Force Majeure Event, the date on which



it started or is likely to start, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement.

- 22.4. In such circumstances, where due to such an event your Child cannot be accepted into the Nursery, all Nursery fees will be payable in full by you, subject to this Agreement, and any fees paid in advance will not be refunded by Edward Bears Private Day Care Ltd.

### **23. FUNDED PLACES**

- 23.1. Edward Bears Private Day Care Ltd accept the government funded entitlement to childcare ("FE")
- 23.2. It your responsibility to apply for an eligibility code and provide this to the Nursery every Term, in time to claim these additional hours.
- 23.3. If your eligibility under the FE scheme changes, Edward Bears Private Day Care Ltd may give you a discretionary grace period in fees. Please speak to the Nursery to obtain more information.
- 23.4. Edward Bears Private Day Care Ltd may use your hours under the FE scheme:
- 23.4.1. Equally over a 50-week year, charging for the time not covered by FE hours as per the Fee Schedule. OR
- 23.4.2. Equally over a 38-week year. The FE will usually cover the cost of all hours attended during this time with time not covered by FE hours charged as per the Fee Schedule. The remaining period that is not covered by the 38-week option is charged at the flexi booking rate per day as per the Fee Schedule. Both the chargeable days and the consumables are charged monthly in advance based on our annualised calculations.
- 23.5. Please note that FE only covers hours spent in the Nursery and there may be additional costs for meals, refreshments, arts & crafts, cooking activities, trips etc.
- 23.6. For further information, please see the Fee Schedule.

### **24. SAFEGUARDING**

- 24.1. Edward Bears Private Day Care Ltd will do all that is reasonable to safeguard your Child's welfare and to provide pastoral care to at least the standards required by law and the Early Years Statutory Framework.
- 24.2. You give your consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction, for providing comfort to your Child when in distress, to maintain safety and good order, or in connection with your Child's health and welfare.
- 24.3. The Nursery reserves the right to administer adequate and necessary first aid treatment via a qualified first aider. You agree that no liability shall arise from trained first aid administration.
- 24.4. You must, as soon as possible, disclose to the Nursery any known medical conditions affecting the Child, any family circumstances, or court order which may affect the Child's

welfare or happiness.

- 24.5. If you have any concerns about safeguarding, you must raise them with Edward Bears Private Day Care Ltd immediately.
- 24.6. Mobile phones are forbidden to be used within the Nursery, except in the designated areas.
- 24.7. The Nursery and its entire grounds are a non-smoking premise. This includes electronic cigarettes and vapes.
- 24.8. Under no circumstances must staff ever carry your Child in their car. They will not be able to pick up or bring your Child to Nursery if asked to do so.
- 24.9. You must not request and are forbidden to add staff members on social media. This is against our safeguarding and social media policies and may affect both parties.
- 24.10. For more information on safeguarding, you are directed to our safeguarding policy which can be found as per clause 12.

## **25. MEALS**

- 25.1. It is not compulsory to pay for cooked meals provided onsite by our chef. However, due to our food policy, Edward Bears Private Day Care Ltd cannot accept food from home in the Nursery.
- 25.2. Where you chose not to pay for cooked meals provided by the Nursery, you must pick up your Child at lunchtime to feed your Child, outside of the Nursery premises.

## **26. CAR PARK**

- 26.1. The Nursery has a private car park, please exercise great care when using it.
- 26.2. All persons using the car park do so at their own risk and Edward Bears Private Day Care Ltd will not accept any responsibility for:
  - 26.2.1. Injury to anyone in your car.
  - 26.2.2. Damage or loss of vehicles or property.
- 26.3. You shall be liable to any costs to carry out repairs to the car park if such damage is caused by your fault or negligence.

## **27. ENTIRE AGREEMENT**

- 27.1. The parties agree that this Agreement and any documents entered into pursuant to it or referred therein constitutes the entire agreement between them relating to the Services and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 27.2. Each party acknowledges that it has not entered into this Agreement **or any documents entered into pursuant to it** in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement **or any**

**documents entered into pursuant to it.** No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.

27.3. Nothing in this Agreement purports to limit or exclude any liability for fraud.

## **28. VARIATION**

28.1. No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

28.2. Only one parent/guardian/carer named in the Registration Form is required to agree to any variation for it to become valid and binding.

## **29. SET OFF**

29.1. Except as expressly set out in this Agreement, each party shall pay all sums that it owes to the other party under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

## **30. REMEDIES AND WAIVER**

30.1. Any remedy or right conferred upon **the parties** for breach of this Agreement will be in addition to and without prejudice to all other rights and remedies available to **that party**. No failure or delay by **either party** in exercising any remedy, right, power or privilege under or in relation to this Agreement will operate as a waiver of that or any other right, power, remedy or privilege of the parties, **nor** will any single or partial exercise of any right, power, remedy or privilege preclude any other or further exercise of that or any other right, power, remedy or privilege.

## **31. SEVERANCE**

31.1. If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

## **32. THIRD PARTY RIGHTS**

32.1. The Contracts (Rights of Third Parties) Act 1999 will not apply to this Agreement and no person other than the parties will have any rights under it. For the avoidance of doubt the terms of this Agreement may be varied, amended or modified (whether in whole or in part) or this Agreement may be suspended, cancelled, terminated by agreement in writing between the parties or this Agreement may be rescinded in each case without the consent of any **Third Party**.

32.2. For the purposes of this clause a '**Third Party**' means any person who is not a party to this Agreement.

## **33. NOTICES**

33.1. Notices under this Agreement shall be in writing and sent to a party's **address** or email as set out in the Registration Form. For the avoidance of doubt, if there is more than one parent, guardian or carer, a notice served on one shall constitute a notice served on the other.

33.2. Notices may be given, and shall be deemed received:

- 33.2.1. By first-class post: **2 Business Days** after posting;
- 33.2.2. By airmail: **7 Business Days** after posting;
- 33.2.3. By hand: on delivery;
- 33.2.4. By email: on delivery;

33.3. This clause does not apply to notices given in legal proceedings or arbitration.

#### **34. JOINT AND SEVERAL LIABILITY**

34.1. Any parent/guardian/carer named in this Agreement shall be jointly and severally liable for their obligations under this Agreement.

#### **35. ASSIGNMENT**

35.1. Edward Bears Private Day Care Ltd may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement.

35.2. You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under this agreement.

#### **36. INFORMATION PROVIDED**

36.1. You guarantee that the information you have supplied in this Agreement, or in relation to the Services at any time, is true and complete.

36.2. Should any information you have provided in this Agreement, or in relation to the Services at any time change, you will immediately provide Edward Bears Private Day Care Ltd with the up-to-date information in writing. You remain responsible for any loss or damage caused as a result of such information.

#### **37. CHANGES TO THIS AGREEMENT**

37.1. Edward Bears Private Day Care Ltd may reasonably make any changes to these terms and conditions.

37.2. Edward Bears Private Day Care Ltd will give you at least one month's written notice of such change, at which point the updated terms will become binding on you.

#### **38. GOVERNING LAW**

38.1. This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

#### **39. JURISDICTION**

39.1. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

## Fee Schedule January 2024

*Please note that all fees and payments under this Agreement are for one Child. If you have more than one Child attending the Nursery, please make separate payments accordingly.*

### Registration Fee and Deposit

A non-refundable fee of £100.00 is payable when reserving a place at Edward Bears Private Day Care Ltd to cover administration and induction sessions (“**Registration Fee**”).

Once a space has been confirmed, a further sum is payable (“**Deposit**”) of:

**£250.00** for a Child attending the Nursery for 3 days or fewer a week; OR  
**£500.00** for a Child attending the Nursery for 4 days or more a week.

The deposit is refundable as per clauses 4.6 and 11.22 of the Terms & Conditions. Deposits and registration fees should be paid separately for ease of returning the deposit and require a separate reference to allocate each payment to the correct account. Please use the following as your reference for the payments made:

**DEPOSIT [DEP** plus Child’s first initial, followed by surname]

**REGISTRATION [REG** plus Child’s first initial, followed by surname]

### Nursery Fees

Fees are payable, according to the below Fee Table, **monthly in advance** and must be paid on or before the 1<sup>st</sup> of each calendar month.

### Fees Table – Non-Funded Children Monthly Rates & Additional Charges

Days	Weekly (over 50 weeks)	Monthly
<b>One</b>	£72.00	£300.00
<b>Two</b>	£142.00	£600.00
<b>Three</b>	£216.00	£900.00
<b>Four</b>	£288.00	£1,200.00
<b>Five</b>	£360.00	£1,500.00
<b>Flexi Sessions (ad hoc &amp; subject to availability)</b>	£80.00 per day	
<b>Kanga Kids Klub</b>	£50.00 per day	
<b>Set Late Charge</b>	£25.00	
<b>Per 15 mins thereafter</b>	£15.00	
<b>Admin charge for overdue fees (per reminder)</b>	£30.00	

The Fees Table sets out the monthly payments, based on a 50-week year, for non-funded children.

### Other Charges & Fee Information

Overdue fees are subject to interest of 8% above the current base rate of the Bank of England.

Funded children receive a separate **termly** spreadsheet for payments and pay the remaining hours of their free entitlement over a 50-week period. For all children on the funded free hours, any additional hours used in part are charged at the full hourly rate. Please refer to the main Terms and Conditions for more information on fees.

Edward Bears Private Day Care Ltd can increase or decrease the prices in the Price List at any time by giving you 1 month's notice in writing by email or notification on the Family App.

Edward Bears Private Day Care Ltd offer a minimum of two full day sessions for all children. We have the right to offer one full day, when only one day is available within our occupancy. You may be asked to increase to the minimum number of two days when spaces become available.

All charges are per full day, regardless of attendance.

The Nursery does not offer any discounts.

### **Free Entitlement Hours (FE) Universal and Extended**

A separate spreadsheet will be available to you if you are in receipt of the FE, showing the terms' scheduled payments and an explanation of this breakdown. If you are using FE you are charged per term, regardless of your Child's attendance. You have the option to pay this over 4-equal monthly instalments. More information on this can be provided by the Nursery.

It is your responsibility to check that the amounts for any outstanding balance are brought forward. You cannot request to change sessions during a term but may be able to add occasional sessions (subject to availability) via our flexi booking system. You will be charged for the whole term. The terms' invoice is non-refundable, regardless of any reductions in attendance.

### **Payments**

The Nursery accepts payment via the following methods:

1. Bank transfer or standing order to:

Tiggers Nurseries Ltd (Lloyds Bank)  
Sort Code 30:91:87  
Account number 41438368

2. The Government Tax Free Childcare Scheme (TFC)

The Nursery will need to be informed of your unique code for the allocation of any tax-free childcare payments. Payments must be set up to allow the payment to reach Edward Bears Private Day Care Ltd.'s account by the Due Date. You are responsible for this. More information on this can be found on the Government's website: Tax-Free Childcare - <https://www.gov.uk/tax-free-childcare>

3. Company salary sacrifice voucher payments (with proof via a remittance) from:

- ❖ Computershare
- ❖ Kiddivouchers
- ❖ Edenred; or
- ❖ Care-4

**Please note that voucher payments are not accepted for the payment of the Registration Fee or Deposit payments.**