

1. Our contract with you

1.1 When you have decided that you wish to purchase childcare services from us, we will provide a pack of documentation to you. This documentation pack will include (amongst other things) an registration form to apply to use our childcare services, a copy of these terms and conditions, and details of the fees payable for our services. You will need to complete the registration form and return it to us. By completing the registration form, you are making an offer to us that you wish to receive childcare services from us.

1.2 When we receive your registration form, and payment of your registration fee, we will review and consider your registration. If we are able to accept your registration, we will confirm this to you in writing and this will be the date that your contract with us begins. You have a right to cancel your contract with us for a period of 14 days after the date you enter into the contract with us. Please see clause 7 for more details about your right to cancel.

1.3 The contract you have with us comprises these terms and conditions and any documents which we refer to in these terms and conditions. If there are any particular statements (written or verbal) which we have made to you, on which you based your decision to enter into a contract with us, then you should ask us to confirm those statements in writing before you complete your registration, if you wish such statements to form part of your contract with us.

2. Details about us and the services

2.1 You are entering into a contract to purchase childcare services from us through our Settings. We have been providing childcare services for a number of years. Each of our Settings are independently inspected and full details about each Setting can be found at www.ofsted.gov.uk (for Settings based in England), www.cssiw.org.uk (for Settings based in Wales) or www.careinspectorate.com (for Settings based in Scotland).

2.2 You are entering into a contract with us, Nursery

Our registered office address is "25 Hilltop Road, Hamilton, Leicester, LE5 1TT. All correspondence should be sent to this address or to the address specified in your documentation pack. You can also contact us via

telephone on 01162743090 and email manager@hamiltonnursery.co.uk

2.3 The childcare services are supplied through our various subsidiary companies. Details of the subsidiary which will be providing the childcare services to you will be detailed in your documentation pack.

2.4 We will start providing the childcare services to you on the date specified in the registration form, or such other date as we may agree in writing between us.

3. Obligations on Nursery

3.1 We will:

3.1.1 inform you as soon as possible whether your registration for a Setting place has been successful.

3.1.2 provide the agreed childcare facilities for your child at the agreed times (subject to any days when your child's Setting is closed). If we change the opening hours of your child's Setting, we will give you as much notice of our decision as possible and, if necessary, work with you to agree a change to your child's hours at the setting.

3.1.3 try and accommodate any requests you may make for any additional sessions and/or extended hours of childcare at the Setting.

3.1.4 provide you with regular verbal updates as to your child's progress on request;

3.1.5 notify you as soon as possible of any days on which your child's Setting will be closed; and

3.1.6 try to make available to any of your other children a place at the same Setting. However, we cannot guarantee that a place will be available.

4. Obligations on you

4.1 You will:

4.1.1 ensure all information supplied in your registration form is accurate and correct.

4.1.2 complete and return the registration form before your child can start at our Setting and immediately inform us of any change to the information provided.

4.1.3 inform us if your child has any special educational need and disability (SEND) or medical needs (including allergies/intolerances and/or medical conditions);

4.1.4 complete a medicine consent form if you require our staff to administer any medicines to your child (whether they are prescribed or over the counter medicines);

4.1.5 immediately inform us if your child is suffering from any contagious disease. For the benefit of the other children in the Setting, you must not allow your child to attend the Setting if they are suffering from a contagious disease which could easily be passed on to another child during normal daily activities at the Setting;

4.1.6 immediately inform us of any changes to your contact details.

4.1.7 keep us informed as to the identity of the persons who will be collecting your child from our Setting. If the person collecting your child is not usually responsible for collecting them, we will require proof of identity. If we are not reasonably satisfied that an individual is allowed to collect your child, we will not release your child into their care.

4.1.8 provide us with a copy of any court order (including a consent order) relating to any care arrangements for your child.

4.1.9 immediately inform us if you are unable to collect your child from the Setting by the official collection time;

4.1.10 inform us as far in advance as possible of any dates on which your child will not be attending the Setting;

4.1.11 book a minimum of two sessions per week per child at the Setting ("minimum booking");

4.1.12 provide us with at least one month's notice of your intention to decrease your child's sessions (which is not to decrease below the minimum booking) ("minimum notice"). Where minimum notice is not given you will remain responsible for the full fees for your child for one month from the date you give notice;

4.1.13 provide us with a copy of the child's birth certificate with the registration form;

4.1.14 inform us of any information that may affect your child's safety or wellbeing and update us of any changes to this information as soon as they occur;

4.1.15 bring the child to meet us prior to registration being confirmed.

5. Payment

5.1 Our fees are based on a weekly fee which shall be notified to you in advance of your child starting at the Setting ("weekly fee"). Details of our current fees are contained in the documentation pack. We may review these fees at any time but shall inform you of the revised amount at least one month before it takes effect. If you do not wish to pay the revised fee, you may end this contract by giving us one month's notice, by notifying us via email or our Family app.

5.2 Fees must be paid in advance on the first of each month. We calculate the amount payable by you each month by creating an invoice the month before for the next month from the 1st to the end of the month. There will be no charge for bank holidays. If your child is eligible to claim Government Funding, we may amend the way we calculate the amount payable in order to comply with the Local Authority Service Level Agreement and the Code of Practice. You will be notified in writing, one month in advance of any changes to such calculation.

5.3 No refund will be given for periods where your child's Setting place is unfulfilled due to illness or holidays.

5.4 All payments made under this contract must be by direct debit, childcare voucher, bank transfer, Family pay or tax-free childcare. You are required to complete a direct debit mandate when you register your child with us. You are still able to make payment using an alternative method (childcare voucher or tax-free childcare), such payments either reducing the amount collected by direct debit (where the direct debit is set up to collect the balance on the account) or being credited to your account (where the direct debits is set up to collect a fixed amount).

5.5 If you have requested additional sessions or have been unable to collect your child by the official collection time and we have as a result provided you with additional childcare facilities, we will charge you for additional childcare monthly in arrears. We will amend the amount of

your direct debit accordingly and usual discounts will not apply.

5.6 If you fail to make payment in full by the due date, we will enforce an interest charge of 2% of your total month's fees for every day the invoice remains unpaid. (This is at the Area Manager's discretion.) For each failed direct debit or other method of payment we will charge a £25.00 administration fee.

5.7 Where your Setting offers a reduced fee rate after a child's birthday that reduction will take effect from the first day of the following billing period.

6. Termination

6.1 Subject to this clause 6.1 and clauses 6.4 and 7, you may end this contract at any time, provided you give us at least one month's notice, by completing the notification of leave date form. If your child is eligible to claim Government Funding, you are required to give us at least one month's notice, in written words either via email to the setting manager or via the Family app. A full copy of Government Funding Terms & Conditions can be obtained from your Setting Manager.

6.1.1 In relation to leaving the nursery, if you were to re-register within 8 weeks of your last day at the nursery you will be charged 50% of your final months fees to re-register.

6.2 Subject to clause 6.3 we can end this contract, terminating the provision of childcare to your child, provided we give you at least 1 month's notice in writing.

6.3 We may terminate or suspend (at our election) the provision of childcare to your child with immediate effect by giving written notice if:

6.3.1 you have failed to pay any fees;

6.3.2 you have breached any of your obligations under this contract and you have not or cannot put right that breach within a reasonable period of time of us asking you to;

6.3.3 you behave unacceptably in our Setting or with our staff, as we will not tolerate any physical or verbal abuse towards staff; and

6.3.4 your child's behaviour at the Setting is deemed by us to be unacceptable or endangers the safety and wellbeing of the other children or staff at the Setting. Where we elect to suspend the provision of childcare to your child under this clause 6.3, the suspension shall continue whilst we try and address the identified problem with you. If your child is suspended part way through a month, under clause 6.3.4 only, we shall give you a credit for any fees you have already paid for the remaining part of that month. This credit may be offset against any sums payable by you to us. If the period of suspension under this clause 6.3 exceeds one month, either of us may terminate this contract with immediate effect by giving written notice.

6.4 You may terminate this contract with immediate effect by giving written notice if:

6.4.1 we have breached any of our obligations under this contract and we have not or cannot put right that breach within a reasonable period after you have drawn it to our attention; and

6.4.2 we suffer any event of insolvency

7. Cancelling your contract in the 14 day period post

registration

7.1 If you change your mind, you can cancel your contract with us at any time within 14 days of receiving confirmation of acceptance of your registration (referred to in clause 1.2) from us.

7.2 To exercise your right to cancel, you must inform us of your decision to cancel this contract by telling us this clearly in writing (e.g. a letter sent by post or email). You may use the.

7.3 To meet the cancellation deadline, you should send your cancellation notice to your Setting (whose address will be in your documentation pack) marked for the attention of the Setting Manager before the end of the cancellation period.

7.4 If you cancel within this 14 day period we will not be obliged to reimburse the registration fee payment made to reserve your childcare place.

8. Employment of staff

8.1 If, during this contract and for a period of six months after the termination of this contract, you (directly or indirectly) employ or otherwise engage the services of any of our educators who has had contact with your child under this contract in the six month period prior to such employment or engagement; then you shall pay to us a figure representing 20% of that educators gross annual salary at the time they left our employment and/or services. This figure represents the costs to us of recruiting a suitable replacement educators.

8.2 We do not offer babysitting services as part of our childcare services. If you wish to use any of our employees or agents to provide babysitting services to you, you acknowledge and agree that this is done entirely at your own risk. You will be contracting directly with the individual providing those babysitting services to you and we accept no liability to you for the supply of any babysitting services.

9. General

9.1 We have an obligation to report any instances where we consider that a child may have been neglected or abused to the relevant authorities. We may do so without your consent and/or without informing you.

9.2 If the Setting that your child attends has to close or we take the decision to close due to events or circumstances which are outside our control, we shall be under no obligation to provide alternative childcare facilities to you. If the closure exceeds three days in duration (excluding any days when the Setting would otherwise be closed), we will credit you with an amount that represents the number of days the Setting is closed in excess of three days.

9.3 If you have any concerns regarding the services we provide or wish to make a complaint, please discuss these with your child's key person. If these concerns or complaints have not been resolved to your satisfaction, please contact the Setting Manager. Customer satisfaction is of paramount importance to us and any concerns/complaints will be reported to the appropriate Area Manager for review.

9.4 We carry a wide range of toys and equipment at our Settings. Unless we specifically request otherwise your child should not bring any of their own toys to Setting. If they do bring toys with them, we accept no responsibility for any loss or damage to those toys.

9.5 From time to time we may have photographs taken of the children who attend our Settings. These photographs may be used for promotional purposes. If you do not wish your child to be included in these photographs, you should edit this in the 'permissions' section on Family.

9.6 As the number of children with nut allergies is increasing, with the support of parents we aim to keep the Setting nut free. Parents are requested not to send food or empty food packaging into the facility. Parents are also requested not to use creams, sun creams, oils etc. On their child that may contain nut oil, e.g. arachis, as this may have severe consequences to another child or member of staff.

9.7 We may make changes to these terms and conditions from time to time, and we will notify you in writing (including by email or Family) if we make any changes to these terms and conditions.

9.8 If you wish to send us any notifications in relation to your contract with us, please send them to your Setting (whose address is detailed in your documentation pack) marked for the attention of the Setting Manager. If we send any notifications to you in relation to these terms and conditions, we shall do so in writing to either the postal address or email address you have notified to us for correspondence, or via the Family app.

9.9 These terms and conditions, and our contract with you, are governed by English Law and both of us agree to submit to the exclusive jurisdiction of the English courts to deal with any matters arising out of or in connection with the contract.

10. Data protection

10.1 For the purpose of this clause 10 "Data Protection Law" means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation (EU) 2016/679) and the Data Protection Act 2018, and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to the use of personal data (including, without limitation, the privacy of electronic communications).

We will:

10.1.1 be lawful, fair and transparent in relation to how personal data is collected, stored and processed;

10.1.2 ensure we only collect personal data for specified, explicit and legitimate purposes;

10.1.3 use our best efforts to ensure all personal data that we hold is accurate and correct;

10.1.4 ensure we do not hold personal data for longer than is necessary for the purposes it was collected (being the fulfilment of our contractual and legal obligations to you and your child);

10.1.5 take appropriate technical and organisational security measures to protect personal data;

10.1.6 take all reasonable steps to ensure all partners, contractors and third parties who process any personal data on behalf of Nursery, do so in accordance with the requirements of the GDPR;

10.1.7 process personal data in a manner that ensures such personal data is kept safe and secure, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage;

10.1.8 ensure all personal data provided to us shall only be used for the purposes of fulfilling our obligations under this contract, fulfilling our legal obligations and any other express instructions you provide to us; and

10.1.9 process personal data in line with your rights under the GDPR and in accordance with the terms of our Privacy Policy (available on each nurseries website)

Privacy Policy explains what your rights are under the GDPR and how you can exercise those rights in relation to any personal data we hold about you or your child.

11. closures in relation to covid - 19 and future pandemics

11.1 Closures due to government guidance in relation to covid 19 or future pandemics over rules 9.2 under general,

11.2 If you are unable to attend the nursery due to the government implementing any future lockdowns, a nursery space retainment fee will be implemented. all future

invoices will be created as normal with a 50% reduction in nursery fees whilst in lock down

11.3 Food charges will not be applied if your child is unable to attend due to lockdown.

11.4 Terminations under lockdowns are followed as stated in 6.1. and one months notice will be charged at your normal nursery fees.

11.5 If you choose not to return your child to nursery in relation to covid 19 or future pandemics, you will automatically be put on a retainment charge.

11.6 if your child has any symptoms and is sent home due to those systems, or your child is off because of covid 19 you will still be billed at full price.

When you sign the registration Form, you are confirming you have read and understood these terms and conditions and agree to comply with them.

Name: _____

Signed: _____

Date: _____