

## Terms and Conditions

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## **1. Definitions**

- 1.1. The definitions below apply in these terms and conditions.
  - 1.1.1. “Child” – The child or children who attends or will attend the nursery.
  - 1.1.2. “You” – The person, firm or company who purchases Services from us.
  - 1.1.3. “Services” – The services of a nursery together with any other services which agree to provide to you.
  - 1.1.4. “Us” – The nursery at which your Child is enrolled, being a company within the group of nurseries owned by Minoa Holdco KBL Limited, and trading under its own name.
  - 1.1.5. Any reference to “writing” or “written” – Communication through email addressed to the nursery manager with the condition that such communication is confirmed as received. It explicitly excludes any form of communication transmitted via telephone messaging services.

## **2. Rules of Interpretation**

- 2.1. Any requirement in this contract for either party not to do something includes an obligation on that party not to allow that thing to be done.

## **3. Formation of the Contract**

- 3.1. A contract for the Services will be formed between you and us once:
  - 3.1.1. You have paid the Registration Fee,
  - 3.1.2. You have signed the Agreement Form,
  - 3.1.3. You have paid the Deposit, where required by your nursery’s admissions process and set out in your Agreement Form,
  - 3.1.4. We have confirmed to you in writing that your application has been successful.
- 3.2. These terms and conditions govern the contract between you and us for the Services. No other terms apply unless they are in:
  - 3.2.1. A policy issued to you by us,
  - 3.2.2. A letter that is signed by both you and us.

**4. *Registration Fee***

- 4.1. The Registration Fee is non-refundable.
- 4.2. No Registration Fee is charged for children who start at the nursery with 2-year funding designated for vulnerable families. This funding is means-tested and separate from the standard 2-year-old funding. If you start at the nursery and you are later awarded 2-year funding for vulnerable families, the Registration Fee is not refundable.

**5. *Deposit***

- 5.1. Where a Deposit is required as part of the admissions process (as set out in your Agreement Form), it will be refunded, less any outstanding charges, within 75 days of the Child's last day at the nursery, provided that you have given the required notice.
- 5.2. If you withdraw your child from the nursery without giving the required notice period or if you cancel your place at the nursery before they start, the deposit will not be refunded.

**6. *Notice Period***

- 6.1. You must give at least one month's written notice to withdraw your child. For example, if you give notice on 15th September, your child's place will end on 15th October.
- 6.2. The contract may only be terminated if the full notice period is provided by the terminating party.
- 6.3. Verbal notice will not be accepted.
- 6.4. You are liable for all fees during the notice period.
- 6.5. This contract may be terminated immediately under certain circumstances, such as a breach of contract. Details regarding termination are outlined in the 'Termination' section.

**7. *Our Obligations***

- 7.1. We will use all reasonable efforts to provide the Services to you in accordance with these terms and conditions.

**8. *Your Obligations***

- 8.1. You must provide us with any information we may reasonably require about the Child, both when they start nursery and whenever the information changes or new information becomes available, including but not limited to:

- 8.1.1. Any known medical condition, health problem, allergy, or diagnosed dietary requirement,
- 8.1.2. Any prescribed medication,
- 8.1.3. The lack of any vaccination which the Child would ordinarily have by their age,
- 8.1.4. Any family circumstances or court orders which might affect the Child's welfare or happiness,
- 8.1.5. Any concerns about the Child's safety,
- 8.1.6. Your contact details, and those of any other person with Parental Responsibility for your child,
- 8.1.7. The contact details of any authorised persons who may collect the Child,
- 8.1.8. The reason for any absence from the nursery,
- 8.1.9. Any information that is necessary for us to provide adequate nursery care to your child,
- 8.1.10. Parents/carers must disclose any current or past involvement with social care or other external agencies. If there are active cases, you must provide the name and contact details of the lead social worker.
- 8.1.11. Parents/carers must inform the nursery manager in writing of any changes they wish to make to permissions and ensure that the manager provides written acknowledgment of any update. Updating permissions on Family alone is not sufficient, as notifications may be missed.

- 8.2. You must ensure that these details are accurate and keep these details up to date, by promptly informing us whenever they change.
- 8.3. If your actions or lack thereof impede or delay our ability to deliver our Services, you cannot hold us accountable or seek damages for any resulting consequences.
- 8.4. You shall not employ or attempt to employ any member of our staff without our consent, until twelve months from the end of this contract.
- 8.5. If consent is given for you to employ a staff member for any service whilst they are employed at the nursery (for example babysitting services):
  - 8.5.1. You understand that this is done so independently and not as part of the staff member's employment at the nursery,

- 8.5.2. You understand that these services are separate from the nursery's operations, and the staff member is not to be considered an employee of the nursery during these activities,
- 8.5.3. The nursery holds no responsibility for any incidents that may occur whilst the staff member is employed by you,
- 8.5.4. The nursery does not provide any insurance coverage for any incidents that may happen whilst they are employed by you,
- 8.5.5. If the services you employ them for affect the staff member's performance in their nursery job, the nursery reserves the right to withdraw its consent for you to employ the staff member.

- 8.6. You must treat all members of the nursery community with respect. Violent, aggressive or disruptive behaviour or offensive language towards any adult or child will not be tolerated, nor will the threat of violent, aggressive or disruptive behaviour. This includes any aggressive, abusive or threatening emails or text/voicemail/phone/Famly messages.
- 8.7. You must refrain from any defamatory, offensive or derogatory comments regarding the nursery or any of the children/parents/carers/staff online.
- 8.8. You must refrain from posting any photographs published on Famly which show the image or part-image of a child or person (including staff) for whom you do not have Parental Responsibility, unless you have the explicit consent of that person, or in the case of a child, the consent of someone with Parental Responsibility for that child.
- 8.9. You must abide by our policies.

## **9. Fees and Payments**

- 9.1. Fees must be paid in advance before the start of month in which the services will be provided unless payment terms specify otherwise.
- 9.2. Fees due for ad hoc hours will normally be added to the following month's invoice. If ad hoc hours are booked before the invoice is issued for the month in which they will be used, they will be charged in advance on that month's invoice. If you have a history of late payments, the nursery may require ad hoc hours to be paid for in advance before they are confirmed.
- 9.3. Late fees are charged at £2 per day (including weekends and bank holidays) until payment is made.
- 9.4. Fees are due even if the Child is absent, including on a booked holiday.
- 9.5. We reserve the right to claim for funded hours that fall on bank holidays.
- 9.6. We reserve the right to amend our fees. We will inform you of any changes with at least one month notice.

- 9.7. The swapping of sessions is not permitted.
- 9.8. All payments must be made by bank transfer, tax-free childcare, childcare vouchers or the Family App. We do not accept cash payments or payments via cheque.
- 9.9. No payment is deemed to have been made until it is cleared into our bank account.
- 9.10. If nursery fees are not paid in full by the due date, and no alternative payment arrangements have been agreed with the nursery, late fees may be applied and your child's place may be suspended or withdrawn.
- 9.11. If nursery fees are not paid in full within 10 days of the due date, and no alternative payment arrangements have been agreed with the nursery, the place may be suspended.
- 9.12. If nursery fees are not paid in full within 20 days of the due date, and no alternative payment arrangements have been agreed with the nursery, the place may be withdrawn permanently.
- 9.13. If you are on an agreed payment plan and a scheduled payment is missed without prior agreement, the nursery reserves the right to suspend or terminate your child's place with immediate effect.
- 9.14. If you have more than one child attending the nursery and your child's place is suspended or permanently withdrawn due to unpaid fees, the nursery may also choose to suspend or withdraw the places of your other children.
- 9.15. If you owe us any money and are due a payment from the nursery or make a claim against us, we may set off what you owe us against what you are claiming from us.
- 9.16. If we have to take action to recover unpaid fees, including using legal services or debt collection agencies, you will be responsible for paying all related costs.
- 9.17. If your place has been withdrawn permanently due to unpaid fees, any outstanding balance shall accrue interest at a rate of 10% per annum.

## **10. *Suspension of the Services***

- 10.1. The nursery reserves the right to suspend a child's place under the following circumstances:
  - 10.1.1. If fees remain outstanding beyond the agreed payment terms (as outlined in the 'Fees and Payments' section),

- 10.1.2. For any reason deemed necessary in accordance with the nursery's policies and procedures.
- 10.2. If the Services are suspended, you are still responsible for any fees that accumulate during the suspension period and cannot hold the nursery liable for any disruptions or inconveniences caused by the suspension.

## **11. *Termination***

- 11.1. Without restricting any other legal rights which the parties may have, the contract may be terminated immediately and without liability by giving written notice if:
  - 11.1.1. If fees remain outstanding beyond the agreed payment terms (as outlined in the 'Fees and Payments' section).
  - 11.1.2. One or the other party commits a material breach of these Terms and Conditions.
  - 11.1.3. One or the other party commits a breach of these Terms and Conditions and fails to remedy that breach within 30 days of that party being notified in writing of the breach.
  - 11.1.4. If you stop paying your debts, threaten to stop paying them, admit you can't pay them, or we determine there is no reasonable expectation of you being able to pay your debts.
- 11.1.5. On termination of the contract for any reason:
  - 11.1.5.1. You must immediately pay all outstanding fees and late fees and, in respect of Services supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt.
  - 11.1.5.2. Any clause in these terms and conditions which implicitly is intended to survive termination shall continue in force.

## **12. *Ad hoc hours***

- 12.1. Ad hoc hours are defined as any hour or session that is booked outside of a regular attendance pattern.
- 12.2. Ad hoc hours booked more than one month in advance of the required date are not guaranteed, as requests for permanent sessions take priority. If

another child requests a permanent session that clashes with your ad hoc booking, the permanent session will take precedence.

### **13. *Sessions***

- 13.1. You must give us one full calendar month's written notice of a reduction in the number of sessions you require.
- 13.2. If you decrease your child's attendance, you cannot increase sessions within a 3-month period following the reduction. This measure is in place to prevent the misuse of session reductions as a means to bypass the policy regarding payment for holiday absences by families. Exemptions to this clause may be requested and will be considered on a case-by-case basis.
- 13.3. In exceptional circumstances, we reserve the right to amend your session plan with a month's written notice if we believe it is in the best interest of your child and/or the other children attending the nursery.

### **14. *Collections and Security***

- 14.1. We operate a tiered late pick-up fee depending on the frequency of the late collections. The first late pick-up has no charge and a verbal reminder; the second has no charge and a written reminder; and from the third onwards, each late pick-up carries a £5 charge.
- 14.2. A late pick-up is defined as collecting your child 5 minutes past their scheduled collection time.
- 14.3. If you are more than 15 minutes late you will be charged for the full hour at the current price list for an ad hoc hour, in addition to any applicable late pick-up fees.
- 14.4. Late collections are monitored by the nursery team (not by Famly sign-outs).
- 14.5. Children will only be released to authorised individuals in accordance with our Pick Up and Drop Off Policy.
- 14.6. If there is any change to the individuals who have been authorised to collect your child, you must inform the nursery immediately.
- 14.7. You must contact the nursery as soon as possible if there is going to be a delay in collecting a child.

### **15. *Funding***

- 15.1. Standard Funded Offering

15.1.1. You will be charged Curriculum and Consumable fees when any funded hours are used. These are referred to as C&Cs. For more details, please refer to the Funding Policy.

15.1.2. C&Cs are charged whenever funded hours are used at the nursery.

15.2. Community Hours:

15.2.1. If you are unwilling or unable to pay for C&Cs while your child is attending funded hours, you can apply for Community Hours. Community Hours are fully funded nursery hours that include all the same benefits as a standard place with no additional charges. This means that even though the place is free, your child will still have full access to meals, snacks, extracurricular activities, trips, celebration days, family events, the Famly app, and all other enhanced services and enrichment activities.

15.2.2. There is limited availability of Community Hours and the amount of Community Hours given each year is entirely at the discretion of the nursery. More information can be found on the nursery's Funding Policy.

15.2.3. No Registration Fee is charged for children who start at the nursery with an agreement in place that they will receive Community Hours. If you start at the nursery and you are later awarded Community Hours, the Registration Fee is not refundable.

15.2.4. If your child is already attending the nursery and you are later awarded Community Hours, all fees already incurred must be paid in full before the change takes effect. Alternatively, a payment plan must be agreed with the nursery in advance. If any outstanding fees remain unpaid, the nursery reserves the right to suspend or terminate the childcare place in line with the 'Fees and Payments' section of these terms and conditions.

15.3. Basic Entitlement Hours:

15.3.1. If there are no more Community Hours available, you have the right to apply for Basic Entitlement Hours only. This means your child will not benefit from any of the enhanced activities, resources, consumables or services that the C&C fees support.

15.3.2. If your child is already attending the nursery and you wish to apply for Basic Entitlement Hours:

- 15.3.2.1. You will be required to hand in your notice for your existing place and reapply through our admissions process. This is treated as a completely new application to the nursery and involves rejoining the waiting list, and a place is not guaranteed.
- 15.3.2.2. If space is available for your child to immediately move onto Basic Entitlement Hours, all fees already incurred must be paid in full before the change takes effect. Alternatively, a payment plan must be agreed with the nursery in advance. If any outstanding fees remain unpaid, the nursery reserves the right to suspend or terminate the Child's place in line with the 'Fees and Payments' section of these terms and conditions.
- 15.3.3. If you are applying for Basic Entitlement Hours, you must complete and sign the Basic Entitlement Hours Agreement Form, which includes specific Terms and Conditions relating to this type of place. This ensures you fully understand the limitations of Basic Entitlement Hours, including which services and experiences are not included.
- 15.3.4. No Registration Fee is charged for children who start at the nursery with an agreement in place that they will receive Basic Entitlement Hours. If you start at the nursery and you are later awarded Basic Entitlement Hours, the Registration Fee is not refundable.
- 15.3.5. For more information on Basic Entitlement Hours, speak to the nursery manager.

## **16. *Using Funded Hours and Changing Funded Sessions***

- 16.1. When using funded hours, you are required to complete and sign a Parental Declaration Form each term, providing details on how and when you will take up the free sessions. Additionally, you must supply an active code every term. Failure to provide the form and an active code will result in the funding not being applied, and full fees will be charged.
- 16.2. Any changes to sessions that require an increase in funded hours must be implemented before the headcount date for the relevant funding period. This is because local council rules do not allow adjustments to funded hours after this date. Any additional sessions you request will be charged at the nursery's standard rates until the start of the next funding period.
- 16.3. Any changes in sessions that require a decrease in funded hours must be implemented on the first day of the funding period. This is because local council rules do not allow providers to claim for additional hours attended

before the headcount date. Any additional sessions you request before the headcount date will be charged at the nursery's standard rates.

**17. *Welfare of the Child***

- 17.1. We will do all that is reasonable to safeguard and promote the Child's welfare and to provide care to the standard required by law.
- 17.2. You consent to the nursery employing an appropriate level of physical contact for teaching, guidance, and comforting the child during times of distress or when necessary to ensure the safety and well-being of all children.
- 17.3. If the Child is joining the nursery before they have been weaned:
  - 17.3.1. You must provide sealed, labelled formula milk for bottle feeding babies which will be stored at the nursery or labelled breast milk which will be stored in the fridge.
  - 17.3.2. You must keep the nursery updated with the Child's weaning journey to ensure appropriate care and meal planning.

**18. *Health and Medical***

- 18.1. By accepting a place at the nursery, parents/carers give consent for staff to administer appropriate first aid when needed. This may include the use of plasters and other standard first aid measures.
- 18.2. By accepting a place at the nursery, parents/carers give consent for the setting to act in the child's best interests during a medical emergency. This includes following the advice of healthcare professionals and administering medication if instructed.
- 18.3. The nursery reserves the right to request that children be collected if it is felt in any way that they are not well enough to attend. We base our exclusion policy on governmental guidelines. However, it is nursery policy that we can refuse admittance to children who have a high temperature, sickness, diarrhoea or a contagious infection or disease regardless of government guideline exclusion periods if we feel the risk to the other children and staff is significant.
- 18.4. If the Child becomes ill during the nursery session the nursery will contact you or the Emergency Contacts indicated on the Enrolment Form. You must inform us immediately of any changes to these contact details.

**19. *Food and Dietary Requirements***

- 19.1. We will work with you to provide suitable food for your Child if they have a special dietary requirement or any allergies.
- 19.2. All reasonable care will be taken to ensure that a Child does not come into contact with foods identified as restricted due to special dietary requirement or allergies.
- 19.3. We do not allow parents/carers to bring in their own food. This is to ensure all children have access to a healthy and nutritious diet, to control the presence of allergens and to avoid having confectionary and 'treats' in the rooms which can be disruptive to other children's willingness to eat the healthier options on offer. If there are special health considerations for you to bring in your own food, these will be considered on a case-by-case basis. There is no reduction in Fees or C&Cs if you bring in your own food.
- 19.4. The cost of meals and snacks are charged regardless of whether the child attends nursery on a particular day.

**20. *Reporting of Neglect or Abuse***

- 20.1. We have an obligation to report to the relevant authorities and institutions any suspicions we have that your Child has suffered neglect or abuse, and we may do without your consent and/or without informing you.

**21. *Limitation of Liability***

- 21.1. This section explains the limits of our responsibility to you in relation to these Terms and Conditions and the services we provide. To the fullest extent permitted by law, any terms or conditions that might otherwise be implied by law are excluded.
- 21.2. We shall not be liable for:
  - 21.2.1. Any loss or damage to any toys, equipment or bags, clothing etc. you may bring into our nursery,
  - 21.2.2. Loss of any profits, or other indirect or consequential losses.
- 21.3. Our maximum liability for any issues related to our services is limited to the total fees you have paid us.

**22. *Data Protection***

- 22.1. You agree that details of your name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of us in connection with the Services.
- 22.2. By enrolling your child, you consent to the use and storage of your personal information in accordance with our Privacy Policy.

**23. *Complaints, Concerns and Communication***

- 23.1. Please also refer to our Complaints and Compliments Policy.

**24. *Events Beyond our Control***

- 24.1. In exceptional circumstances, such as severe weather (e.g., flooding, snowstorms), public health emergencies (e.g., Covid-19 outbreaks), or situations where the safety of our children or staff is compromised, we may need to close the nursery. This decision will be made with careful consideration and may be necessary even if our insurance does not provide full coverage. In these cases, fees may still apply to cover essential operational costs.
- 24.2. If you choose to temporarily keep your child out of the nursery for any reason, such as if they have a long-term medical absence, you wish to shield them from the risk of illness exposure at the nursery, or if you are required to do so by government guidelines, you will still be charged 100% of your fees.
- 24.3. In the event we are short staffed and are unable to operate within the required practitioner to children ratio we reserve the right to change your booked sessions to ensure we are compliant with government guidelines. We will only enact this clause when there is no possibility for existing staff to work overtime and there is no availability of bank staff or agency staff. We will always ask parents/carers to volunteer to change sessions before enacting this clause, and we will always prioritise places for vulnerable children and the children of key workers.

**25. *Invalid Clauses***

- 25.1. If any part of the terms and conditions are found by any court or similar authority to be invalid, illegal or unenforceable, that part shall be struck out, but the rest of the terms and conditions shall apply.

**26. *Updates***

- 26.1. Changes to these terms and conditions may be made unilaterally by the nursery.

- 26.2. We may update these terms and conditions with immediate effect if the change is required due to new or amended legislation, regulations, or official guidance. This applies even if the change to our terms does not occur immediately after the change, as it may take time to assess and respond to its full impact. For all other updates, we will provide at least one month's notice before the changes take effect.
- 26.3. Changes to the Terms and Conditions will be communicated via the Famly App.

**27. *No Other Terms***

- 27.1. All parties agree they are bound by what's written in the terms and conditions, unless one party can prove the other intentionally deceived them.

**28. *Assignment***

- 28.1. If your Child is accepted into the nursery, the offer applies only to that specific child. You cannot transfer your place to anyone else without our written permission.

**29. *Rights of Third Parties***

- 29.1. A person who is not a party to the terms and conditions shall not have any rights under or connection with them.

**30. *Governing Law and Jurisdiction***

- 30.1. The terms and conditions, and any dispute or claim arising out of them or in connection with them, shall be governed by the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.