

PART B – TERMS AND CONDITIONS

This contract is between

(1) **The Mulberry Bush** (Locks Heath) Ltd, the registered office of which is 51 Locks Road, Locks Heath, Southampton, SO31 6NS; and

(2) of

The Terms and Conditions in Part B apply to this contract. Please read them carefully.

Child Name					
Hours of attendance (tick as appropriate)	Mon	Tues	Wed	Thurs	Fri
	am	am	am	am	am
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	pm	pm	pm	pm	pm
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	all day	all day	all day	all day	all day
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	SD	SD	SD	SD	SD
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Current fees	<input style="width: 100px;" type="text"/> per calendar month, payable by the [1 st]day of the month to which they relate				
Charges for late collection of the Child	<input style="width: 100px;" type="text"/> £15.00 per [15 minutes] that You are late in collecting the Child				
Notice required to terminate this contract	One month (whether it is You or Us who wishes the Child to stop attending, one month's written notice is required to be given), unless detailed elsewhere in this contract.				
Do You consent to our calling an ambulance in the event of an emergency?	Yes <input type="checkbox"/> No <input type="checkbox"/>				

Signed for and on behalf of The Mulberry Bush

Position in nursery

Signed (both parents/carers to sign)

Mother/carer Date

Father/carer Date

Agreement for payment of fees

Child's name

Parent's name

Person responsible for payment of fees

Name

Address

Post Code

Tel Work/Day

Mobile

e-mail

I hereby agree to pay the fees for the above child on the date they fall due

Signed Date

Preferred payment method: (please tick)

Direct Debit Childcare Vouchers Both

PART B – TERMS AND CONDITIONS

1 Definitions

1.1 The definitions below apply in these terms and conditions.

“Child” the child or children who are named in Part A;

“You” the person, firm or company who purchases Services from us;

“Services” the services of a children’s day nursery during the days, half days or school days indicated in Part A (excluding bank holidays), together with any other services which we provide, or agree to provide, to You;

“Us” the nursery named in Part A.

1.2 A reference to **writing** or **written** includes email.

1.3 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.

2 Formation of the contract

2.1 A contract for the Services will be formed between You and Us once You have given Us a signed, fully completed, registration form, and we have confirmed to You in writing that your application for a place has been successful.

2.2 These terms and conditions govern the contract between You and Us for the Services. No other terms apply unless they are in:

2.2.1 A handbook issued to You by Us,

2.2.2 A policy issued to You by Us,

2.2.3 A letter that is signed by both You and Us.

2.3 In the case of any uncertainty as to which terms apply, these terms and conditions will apply.

3 Duration of the contract

3.1 The contract shall last until it is terminated by either You or Us giving to the other, in writing, at least one month's notice (i.e. notice received on the 1st of a month could end the contract on the last day of the month). However, the contract can, in some circumstances be terminated immediately under clause 18.

3.2 You are liable for all fees during the notice period

4 Suspension of the Services

4.1 The Services may be suspended (meaning the Child is temporarily not able to attend the nursery) in the circumstances set out in our Critical Incident Policy or in the circumstances set out in clause 19. If the Services are suspended for a period of more than one month, either of Us may terminate the contract by giving the other one month's written notice.

5 Our Obligations

5.1 We will use all reasonable efforts to provide the Services to You, in accordance in all material respects with these terms and conditions and any other documents referred to in 2.2 above.

6 Your obligations

6.1 You shall:

6.1.1 Co-operate with us;

6.1.2 Provide to Us such information as we may reasonably require about

6.1.2.1. The Child (e.g.

6.1.2.1.1 Any known medical condition, health problem, allergy, or diagnosed dietary requirement;

6.1.2.1.2 Any prescribed medication;

6.1.2.1.3 Any lack of any vaccination which the Child would ordinarily have by their age;

6.1.2.1.4 Any family circumstances or court orders which might affect the Child's welfare or happiness;

6.1.2.1.5 Any concerns about the Child's safety); and

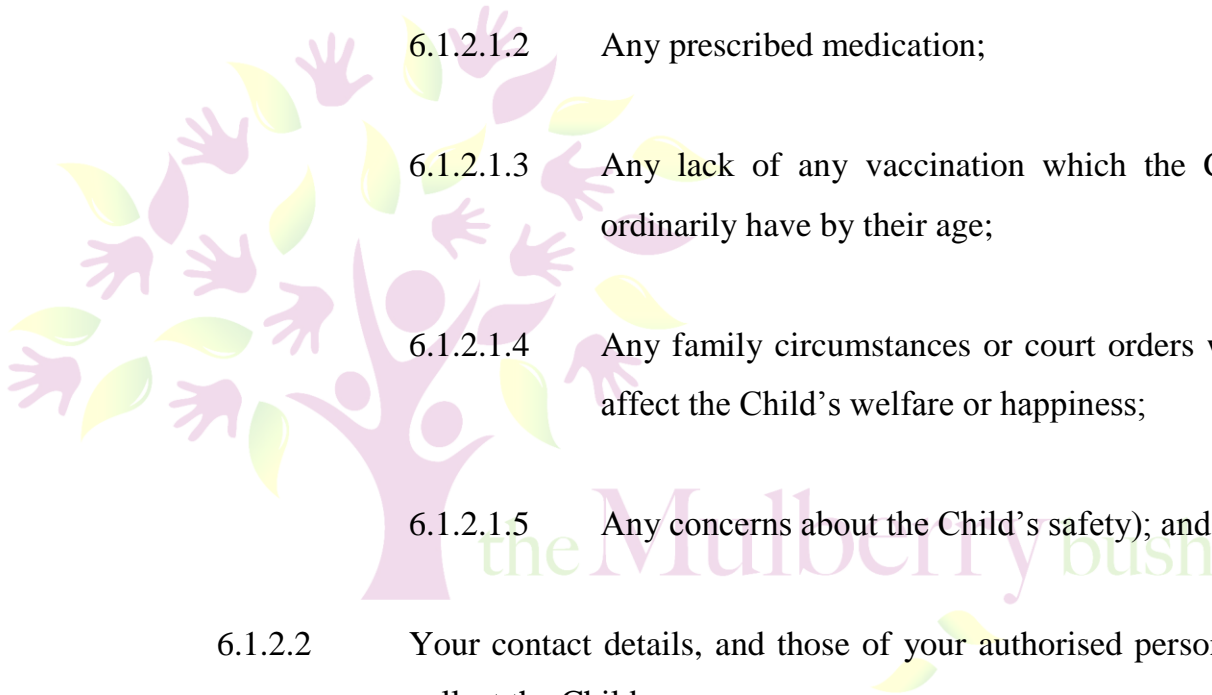
6.1.2.2 Your contact details, and those of your authorised persons who may collect the Child.

6.2 You must (a) ensure that these details are accurate and (b) keep these details up-to-date, by promptly informing Us whenever they change.

6.3 As regards arrivals and departure of a child, please refer to the nursery's Arrivals and Departures Policy. Please ask for a copy of it if necessary.

6.4 If our performance of our obligations under the contract is prevented or delayed by anything you do (or fail to do), we shall not be liable.

6.5 You shall not employ (or attempt to employ), in regards to formal or informal employment any member of our staff without our consent, until six months from the end of this contract.



7 Charges and Payment

- 7.1 You shall pay the charges as set out in Part A.
- 7.2 Charges are due even if the Child is absent.
- 7.3 We will not charge for bank holidays and/or staff training days.
- 7.4 VAT is not charged on nursery fees (nursery provision is an exempt supply for VAT purposes).
- 7.5 For unfunded children quoted charges are per Child, per core day (meaning 10.5 hours per full day, 5.5 hours am session, 5 hours pm session, 6 hours school day) and include lunch and tea depending on session.
- 7.6 For funded children additional charges will be charged for hours and food outside any free entitlement. See Clause 9. The value of those charges will be as advertised from at any particular time on the website.
- 7.7 Extra sessions will be charged for at the ruling rate and must be booked for at least 24 hours in advance.
- 7.8 The charges must be paid monthly in advance, by the 1st day of the month.
- 7.9 All payments must normally be made by direct debit or childcare vouchers. We may agree to payment by cash, cheque or major credit/debit card, but it is your responsibility to obtain a receipt from the nursery manager as proof of payment. No payment shall be deemed to have been made until it is cleared into our bank account. If a cheque bounces, or payment fails, we may charge a reasonable administration fee currently £25.00.
- 7.10 We may increase our charges. We will give you written notice of any such increase one month before the proposed date of increase.

7.11 Without restricting any other legal right that we may have, if You fail to pay us on time, we may:

7.11.1 Charge interest on the overdue sum from the due date for the payment at the annual rate of 7% above the base lending rate, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgement is obtained, and You shall pay the interest immediately on demand.

7.11.2 Charge You a reasonable administration fee currently £25.00; and

7.11.3 Suspend all Services until payment has been made in full, which will include the suspension of the Child, or even terminate the contract permanently.

7.11 If you are 60 days or more late in paying Us, we may also charge You our reasonable costs of seeking to recover the overdue payments. Such costs will be added to your running account and should be paid within 30 days of notification of them to You.

7.12 If You owe Us any money, and make a claim against Us, we may set off what You owe Us against what You are claiming from Us.

8 **Reducing sessions**

8.1 You are required to give Us one month's written notice of a reduction in the number of sessions You require.

9 **Free nursery education**

9.1 If You wish to take up your free nursery education, You are required to complete and sign a Parental Declaration on a termly basis, detailing how and when You will take up the free sessions.

9.2 Our charges will not be made in respect of the free sessions as detailed in the Parental Declaration, but we are entitled to make a reasonable charge for meals or additional activities provided during any free session.

10 **Welfare of the Child**

10.1 We will do all that is reasonable to safeguard and promote the Child's welfare and to provide care to at least the standard required by law and often to a much higher standard.

10.2 We will respect the Child's human rights and freedoms which must however, be balanced with the lawful needs and rules of our nursery and rights and freedoms of others.

10.3 Your consent to such physical contact as may accord with good practice, and be appropriate and proper for teaching and instruction and for providing comfort to a Child in distress, or to maintain safety and good order, or in connection with the Child's health and welfare.

10.4 Nappies and wipes are provided by the nursery. These will be a named brand, You may wish to supply your own. The named brand may change.

10.5 Parents should provide sealed formula milk for bottle feeding babies. Bringing in and storing made-up formula milk may increase the chance of a baby becoming ill and should be avoided.

10.6 Labelled mother's breast milk will be stored in the fridge and an area will be made available for mothers to breast feed their babies or express milk should they need to do so.

10.7 As regards behaviour management techniques and sanctions, please refer to the nursery's Promoting Positive Behaviour Policy. Please ask for a copy of it if necessary.

10.8 The nursery uses emergency procedures for accidents, evacuations, incidents and allergic reactions, please refer to the individual policies and procedures and ask for a copy where required

11 **Health and medical matters**

- 11.1 If the Child becomes ill during the nursery session the nursery manager will contact you or the emergency contact indicated on the registration form. You must inform Us immediately of any changes to these contact details.
- 11.2 If the Child is suffering from a communicable illness, he/she should not be brought to the nursery until such time as the infection has cleared. A full copy of our infection control policy is available from the nursery manager. Please refer to the illness/communicable disease list supplied in your information on minimum periods of exclusion from the nursery.
- 11.3 You must notify the nursery manager if the Child is absent from the nursery through sickness.
- 11.4 If the Child has been sent home from the nursery because of ill health, he/she will not be re-admitted for at least 24 hours. If the Child is prescribed antibiotics, he/she will not be allowed to return to the nursery for 48 hours, please see our Sickness & Illness Policy.
- 11.5 As regards medication, and the administration of it to a Child, please refer to the nursery's Medication Policy. Please ask for a copy of it if necessary.
- 11.6 Please also see clause 6.1.2 on matters we need to be informed about.

12 **Food/dietary requirements**

- 12.1 We will work with you to provide suitable food for your Child, if they have a special dietary requirement or any allergies as diagnosed by a doctor or dietician. All reasonable care will be taken to ensure that a Child does not come into contact with certain foods with support from parents and external professionals should the need arise.
- 12.2 Menus will be displayed for inspection, and parents and children will be able to feed into the review of these.

13 **Reporting of neglect or abuse**

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

14 **Limitation of Liability**

- 14.1 This clause sets out our (and our employees', agents', consultants' and subcontractors') liability to You in respect of the contract (including any breach of it, any statement we make to You about it, our termination of it).

- 14.2 All terms implied by law are, to the fullest extent permitted by law, excluded or deleted from the contract.

- 14.3 Nothing in these terms and conditions in any way limits our liability for fraud, or for death or personal injury resulting from negligence. Subject to this proviso,

14.3.1 We shall not be liable for:

- 14.3.1.1 Any loss or damage to any toys, equipment or bags, clothing etc.
You may bring into our nursery;

- 14.3.1.2 Loss of any profits, or consequential loss; and

- 14.3.2 Our total liability (in contract, tort including negligence or breach of statutory duty, or otherwise) shall be limited to cumulative price paid by You for the Services over the course of the contract.

15 **Data Protection**

15.1 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.

15.2 We may take photographs and/or videos of your Child for promotional or training purposes only. If You do not wish for your Child to be included in such photographs or videos, please inform Us by completing the 'permission form' given to You on enrolment, or by writing to the nursery manager.

16 **Security**

16.1 Parents are welcome to visit the nursery, but we will not admit anyone without prior notification. It is your responsibility to ensure that we are aware of who will be collecting your Child. No Child will be allowed to leave the building with any person who has not been notified as an authorised person to collect the Child on your behalf.

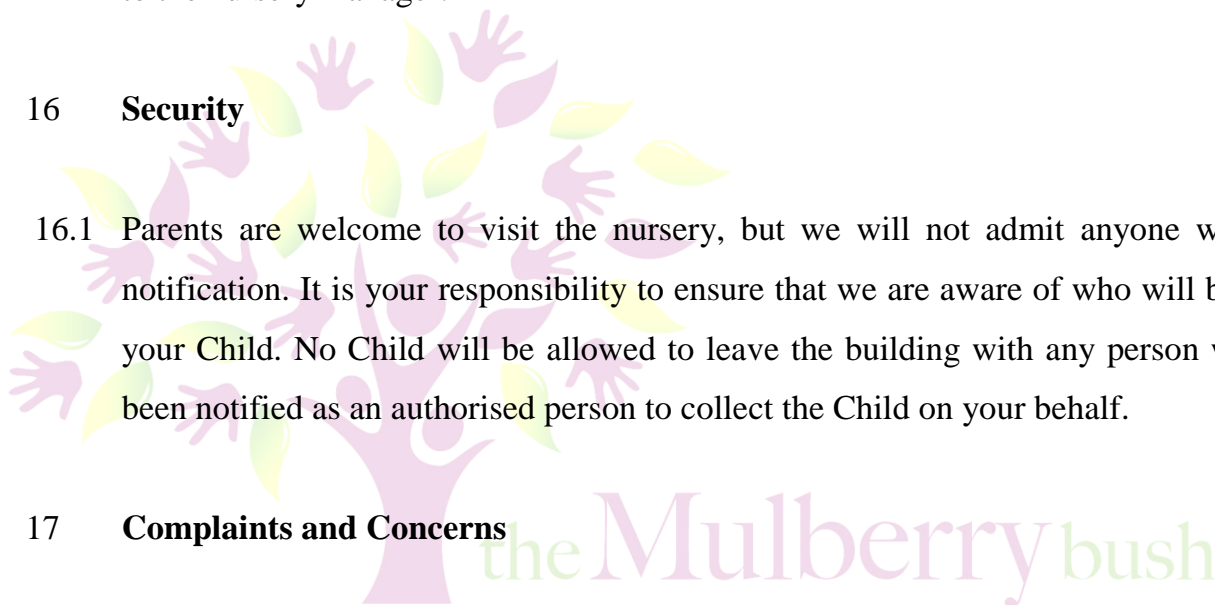
17 **Complaints and Concerns**

17.1 Please address any complaint or concern to the supervisor in charge, in the first instance, and if the matter is not resolved within a reasonable period, please refer it to the nursery manager. Please also refer to our complaints and compliments policy.

18 **Termination for breach of contract, or bankruptcy/insolvency**

18.1 Without restricting any other legal rights which the parties may have, either party may terminate the contract without liability to the other immediately on giving written notice to the other if:

18.1.1 The other party fails to pay any amount due under the contract on the due date for payment and remains in default for 10 days or more; or



18.1.2 The other party commits a material breach of any of the terms of the contract and (if such a breach is capable of being remedied) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

18.1.3 The other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986.

18.2 On termination of the contract for any reason:

18.2.1 You shall immediately pay all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt; and

18.2.2 Any clause in these terms and conditions which implicitly is intended to survive termination shall continue in force.

19 **Events that are beyond our control**

19.1 If any event beyond our reasonable control (e.g. a fire, flood, E-Coli outbreak, strike, civil action, act of terrorism, war etc.) occurs, for which we have business interruption insurance, we may close the nursery without liability to you and we will not charge You for the fees for the time the nursery is closed. We will keep You informed, in such an event.

19.2 If it is, in our reasonable opinion, necessary or in the interests of the Child to do so, we may close the nursery even though our business interruption insurance will not cover Us for the closure. In these circumstances, we will charge You for the time the nursery is closed. For example, we may close because of severe weather conditions, outbreak of flu, swine flu or other illnesses etc. [Also, we close if the owner of the premises closes the premises and denies Us access.]

20 **Invalid clauses**

20.1 If any part of the contract is found by any court or similar authority to be invalid, illegal or unenforceable, that part shall be struck out, but the rest of the contract shall apply.

21 **Changes to these terms and conditions**

21.1 We may change these terms and conditions where such a change arises from changes in regulations or legislation affecting Us.

21.2 We may change any other terms in these terms and conditions provided we give You at least one month's written notice of our intention to do so.

22 **No other terms**

22.1 Each party acknowledges that, in entering into the contract, it has not relied on anything said or written that is not written in the contract. This applies unless fraud is established.

23 **Assignment**

23.1 The contract is personal to You. You shall not, without our written consent, transfer to anyone else any of your rights or obligations under the contract.

24 **Rights of Third Parties**

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

25 **Governing Law and Jurisdiction**

25.1 The contract, and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by the

law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

