

Little Pumpkins Terms And Conditions Of Business

Below are the standard terms and conditions of Little Pumpkins Nursery detailing the basis of the contract between the nursery and you, the parent or guardian (parent/guardian) of the child detailed in respect of the provision of the nursery services as detailed.

1. Confirmation of Booking

1.1 Completion of this form does not constitute confirmation of a place.

On receipt of this completed form, registration fee and completed Direct Debit mandate, the nursery will check availability in line with its Admission Policy. You will receive a letter, subject to availability of sessions, within 8 days of receipt, confirming acceptance of the requested sessions or agreed alternatives. Upon the said letter being sent to you (typically sent by e-mail with an attachment copy of your terms and conditions), this contract will come into effect and the contracted services will be confirmed.

2. Calculation of Fees and Charges

2.1 Full time nursery fees are calculated as a monthly average to create a fixed monthly fee, on the basis of a rolling 52 weeks and are then divided by 12.

No deductions shall be made to full time nursery fees to take account of public holidays or on 'training days' (see clause 14 regarding Inset days).

2.2 No deductions shall be made to any fees to take account of periods of absence, for whatever reason (including but not limited to illness, holidays or temporary exclusion for whatever reason), by a child from the nursery.

2.3 The nursery may from time to time increase any fees or other charges on giving not less than 4 weeks written notice of such increases. The fees are generally reviewed annually every March.

2.4 No deduction shall be made for days when the nursery is unable to provide the contracted services or we cancel such services. The nursery accepts no liability for any costs or expenses suffered by a parent/guardian as a result of any such unavailability or cancellation and your attention is drawn to clause 6.7 and 12 in this regard.

2.5 The nursery will be closed on the working days between Christmas Day and New Year's Day and all Public Bank holidays.

2.6 Extra charges, as per current price list will be made for collection or drop off a child by a parent/guardian for each 15 minutes period (or part thereof) outside of the contracted services hours.

3. Payment of Fees

3.1 Fees are payable monthly in advance on the first working day of each calendar month by direct debit, cash or cheque.

3.2 Other fees or charges payable in addition to the monthly fees chargeable shall be paid by direct debit on the first day of the month following the month in which such additional fees or charges arose.

4. Non/Late Payment of Fees

4.1 The nursery regards non-or late payment of fees or other charges as a material breach of this contract. A fixed administration charge of £10 is payable in respect of any direct debit instruction issued to the parent/guardian's bank/building society in respect of fees or other charges payable under this contract which is either not initiated by your bank/building society or is not received by the nursery as required by clause 3.1.

In the event of non-payment or late payment of fees in breach of this contract the nursery shall serve written notice of such non or late payment requiring payment to be made within 7 days of the date of the notice on the parent/guardian. The nursery reserves the right to make an administration charge of £30 for each such notice served.

4.2 In the event that any fees or other charges are not paid within 7 days of the date of the notice of non-payment served under clause 4.1, the nursery reserves the right to terminate the contract without notice thereafter.

4.3 Notwithstanding clause 4.2, any services of notice to terminate shall constitute formal demand of all outstanding fees and charges.

4.4 Upon termination of the contract, the nursery shall have no further obligation to provide the contracted services in accordance with clause 5.4.

4.5 The nursery reserves the right to charge interest on a daily basis on any outstanding fees or any other sums due hereunder from their due date until the date of payment. Interest shall be charged at the rate of 3% per annum above the base rate of the Co-Operative Bank Plc from time to time.

4.6 In addition to any sums payable under clause 4.5, or otherwise under this contract, the parent/guardian agrees and undertakes to indemnify the nursery for and against any and all costs, fees, charges and expenses the nursery may incur as result of or arising from late or non-payment of charges payable under this contract, including, but not limited to, for the avoidance of doubt, any and all legal and other professional fees and expenses it may incur as a result of instituting legal or other proceedings against a parent/guardian for non or late payment of charges properly due and owing to it under this contract.

5. Termination of Contract

5.1 This contract can be terminated by either party giving not less than 4 week's written notice of termination. Any notice of termination served by a parent/guardian must be addressed to the 'Centre Manager'.

5.2 In the event of termination of the contract without the requisite notice by a parent/guardian as set out in clause 5.1 above, the parent/guardian shall immediately pay to the nursery a termination fee equal to a full month's fees plus any other fees or charges rising in respect of the month in which the contract is terminated.

5.3 The nursery will not tolerate any abuse, whether verbal or physical, of its team members by parents/guardians. In the event of such abuse the nursery reserves the right to terminate this contract immediately without notice and to exclude that parent/guardian's child in accordance with clause 7.1.

5.4 Upon termination of the contract for whatever reason, whether by notice or otherwise, the nursery shall have no further obligation to provide the contracted services.

6. Variations or Amendment

6.1 Variations or amendments may only be made in respect of the contracted services by a parent/guardian if written notice of such variation or amendment is given to the Centre Manager in accordance with clauses 6.2 to 6.5 below.

6.2 Parent/guardians whose children have commenced their childcare at the nursery shall give not less than 4 week's written notice of any required reduction in the contracted services. Where less than 4 week's notice is given, the nursery reserves the right to continue to charge in full for the contracted services up to the date on which the 4 week's notice would have expired if it had been given.

6.3 Parents/guardians whose children have not yet commenced their childcare at the nursery shall give not less than 8 week's written notice of any required reduction in the contracted services. Where less than 8 week's notice is given, the nursery reserves the right to charge a one off fee equal to the daily rate of the reduced sessions.

6.4 If a parent/guardian wishes to delay the start date of the contracted services, not less than 8 week's written notice of such delay must be served to "Centre Manager". One delay to the start date is allowed, however if subsequent delays are requested in order to retain the accepted place the parent/guardian can either pay 50% of the contracted rate for the contracted services from the contracted start date up to the date the child actually starts or place the child back on the nursery waiting list in which case no further charges shall be payable.

6.5 If a parent/guardian wishes to increase the contracted services, written notice of such request must be served to the Centre Manager. Whilst the nursery will try to accommodate any such request, the nursery give no guarantee that it shall be able to do so, either immediately or at all.

6.6 The parent/guardian shall give written notice to the nursery of any days on which the child will not attend nursery due to planned holidays. Such notice should be given to the Centre Manager as soon as practicable and in any event not less than 2 week's prior to the start of the holiday.

6.7 The nursery may, in its absolute discretion, take the decision to close without prior notice, due to adverse weather, or other circumstances outside the nursery's control. If the nursery should close in such circumstances, the nursery shall be under no obligation to provide the

contracted services or to provide alternative care facilities for the child and the parent/guardian will not be entitled to any refund of fees.

6.8 The nursery may in its absolute discretion change any of its terms and conditions upon giving parents/guardians not less than 4 week's written notice of same.

7. Exclusion/Withdrawal of Child

7.1 The nursery reserves absolutely the right to refuse admission to a child or exclude a child from the nursery on a permanent or temporary basis for the following reasons;

(a) where care of a particular or specialist type is either required by the child or requested by the parent/guardian and the nursery is unable to provide same or the parent/guardian refuses consent to the provision of same by the nursery ; or

(b) the behaviour of the child or parent/guardian is such that the nursery, in its absolute discretion, considers that their presence at the nursery or their actions are detrimental to the health, safety or well being of the child itself, any other child at the nursery or any team members.

So far as it is reasonably able to do so in the circumstances, the nursery shall communicate its reasons for the exclusion in writing to the parent/guardian prior to any such exclusion being affected.

7.2 Permanent exclusion of a child under clause 7.1 shall immediately terminate the contract whereupon clause 5.4 shall apply.

8. Medical Conditions

8.1 Each parent/guardian undertakes to advise the nursery immediately in writing upon them becoming aware that any of the information contained in the Parent Information Exchange form is incorrect or requires amendment. Any such notice should be addressed to the 'Centre Manager'.

8.2 The nursery reserves the right to refuse to admit or provide childcare to any child in accordance with the nursery's policy on Medical Conditions as notified to parents/guardians from time to time.

8.3 If you have ticked "Yes" to the serve Medical Conditions question the nursery will require a meeting prior to confirming a place to complete a risk assessment and training plan to verify that we are able to offer suitable child care for your child.

9. Illness

9.1 If the child is unwell and cannot attend the nursery the parent/guardian must inform the nursery by 9.30 am on the day on which the child was due to attend.

9.2 The nursery reserves the right in line with its illness and injury policy (in its absolute discretion) to refuse to admit the child if he/she appears to be unwell.

9.3 If the child becomes unwell during the day, the parent/guardian must arrange for the child to be collected as soon as possible upon notification from the nursery.

9.4 Medicine cannot be administered by the Nursery unless requested by parents on the appropriate form and only if they have been prescribed by a doctor and are clearly labelled as such.

10. Late Collection

10.1 Parents/Guardians undertake to provide the nursery with as much advance notice as is possible in the circumstances regarding any late collection of a child. In the event of late collection the nursery shall charge a fee in accordance with clause 2.6.

11. Non-Solicitation of Team and Babysitting

11.1 The parent/guardian undertakes that they shall not, during this contract or for a period of 9 months following termination of this contract, employ, solicit or entice away from the nursery's employment any person who was employed by the nursery at the date of termination of this contract or in the 6 month period prior to the termination of this contract.

11.2 The parent/guardian agrees that in the event that clause 11.1 is breached by them they will immediately pay the nursery a sum equal to 2 month's salary of the relevant employee so employed, solicited or enticed away by them, which sum the nursery estimates it will cost to replace the said employee.

11.3 This clause 11.3 shall not apply where the employment or solicitation relates exclusively to the provision of babysitting services by a person employed by the nursery to the parent/guardian, where the babysitting takes place entirely outside the nursery's normal opening hours. However, where a parent/guardian does engage a person employed by the nursery on such a basis the parent/guardian acknowledges that they do so entirely at their own risk and that neither the nursery nor its insurers shall have any responsibility or liability whatsoever in that regard.

12. Limitation of Liability

12.1 The nursery shall have no liability whatsoever to any parent/guardian or child in relation to loss of or damage to the goods or property of any parent/guardian or the goods or property of any child admitted to the nursery (even if such loss is caused by the nursery's negligence). Any property brought by the child or the parent/guardian to, or left by them at, the nursery is done so entirely at their own risk. This includes use of the pram shed, car park and your car and contents.

12.2 Subject to any other provisions of this contract:

(a) the nursery shall not be liable for any special, indirect or consequential loss (all three of which terms include, without limitation pure economic loss, loss of profits, loss of goodwill, depletion of goodwill and similar loss), costs damages, charges or expenses caused directly by any failure to provide the contracted services (even if caused by the nursery's negligence);

(b) the nursery shall not be in breach of this contract or otherwise liable to the parent/guardian or child by reason of any delay or failure of performance of the contracted services due to an event outside its reasonable control including (but not limited to) "acts of God", adverse weather, fire, lighting, war, flood, acts of terrorism, strikes or other industrial action; and

(c) the liability of the nursery in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising by reason of or in connection with this contract shall be subject to a maximum of £5,000,000

12.3 Nothing in this contract shall exclude or limit the nursery's liability in respect of death or personal injury or for any matter in respect of which it would be unlawful for the nursery to exclude or to attempt to exclude liability for.

13. Data Protection Registration

We are registered under the Data Protection Act 1998.

14. 'Inset Days'

The nursery is committed to raising the standards of nursery childcare and supporting its employees to do this by providing the training and development opportunities they need to keep their skills and knowledge up-to-date. Four days in each calendar year known as an 'inset day' shall be set aside by the nursery for this purpose. At least 2 months written notice of each 'inset day' shall be given by the nursery. No deductions shall be made to any fees or charges payable under this contract to take account of the fact the services shall not be provided on such 'inset days'.

15. Complaints Procedure

Should any parents wish to discuss any problems or concerns regarding their child at the nursery, in the first instance contact the Manager.

16. Copyrights

Certain names, logos, and other materials displayed on Little Pumpkins premises and company website constitute trademarks intellectual property of Little Pumpkins Nursery Ltd or other entities.

You are not authorised to use any such marks. Ownership of such trademarks or other intellectual property remains with Little Pumpkins Nursery Ltd and those other entities.

17. Applicable Law

These conditions and all other specific and additional terms is governed by English law.