



# Little Feet Nursery Terms and Conditions

## 1. Registration and Bookings:

1.1 To register your child for a place at Little Feet Nursery you must complete our registration form. You must ensure that all information provided on the Registration Form is complete and accurate. Note: Please ensure the emergency contacts are different to parent/ carer information.

1.2 If there are any changes to the information provided on the Registration Form, you must notify us promptly and provide details of such changes. In particular, please inform us of any special dietary or medical requirements, and any alterations to telephone numbers or contact details. Failure to do so may result in delays in contacting you in the case of an emergency.

1.3 If you are under the age of 18 years, you must have a financial guarantor aged over 18 years, as an additional signatory on the Registration Form.

1.4 A nursery place is allocated upon (i) completion of the Registration Form, (ii) review and approval of the Registration Form by us, (iii) receipt of a £40.00 non-refundable registration fee, (iv) receipt of a copy of the child's birth certificate, and on which date the Contract between us will commence.

1.5 Please note that if, at any time, it becomes apparent that the information on the Registration Form provided is not complete and accurate, we reserve the right to immediately terminate the Contract, withdraw the allocation of the nursery place and refund any sums paid to us by you for Services not provided.

1.6 On the Registration Form, you should confirm which weekly sessions you would like to book your child onto. Any sessions in addition to the Standard Sessions Extra sessions can be booked with the nursery's management team on an 'ad-hoc' basis by email. Extra Sessions are subject to availability and staffing requirements.

## 2. Discounts and Voucher schemes:



2.1 Only one discount can be used at once. If you qualify for more than one discount e.g. full time (10% - see more information below) and sibling discount (5%), only the highest discount will apply. In this case only the full time discount of 10% would apply.

### ***Early Years Free Entitlement ("EYFE")***

2.1.1 Where we have agreed that payment of the Fees will be made (in full or in part) by EYFE codes, on receiving the EYFE codes from you, we will provide you with details of any additional costs, not covered by the scheme, and you will be required to sign related terms and conditions documents (which we will provide to you at the time of your application to use EYFE codes).

2.1.2 The allocation of EYFE places is subject to availability and is not guaranteed.

2.1.3 EYFE hours cannot be used, in whole or part, when booking Extra Sessions.

2.1.4 No discounts can be applied to consumable charges for EYFE funded sessions.

2.1.5 A 10% discount will apply to children who attend full time (Monday-Friday 7-5/8-6, 51 weeks of the year). This can not be used in conjunction with EYFE funding. For avoidance of doubt, if a child attends nursery full time (as above) but is in receipt of 2-, 3- or 4-year funding, they will not be eligible to receive the 10% discount.

### ***2.2 Sibling Discounts***

2.2.1 Where at least two siblings attend our nursery, we offer a 5% sibling discount. The sibling discount will apply to the younger children's Fees, but will cease when the elder child leaves the nursery.

2.2.2 If a child is allocated a EYFE 'Funded Only' place, their sibling would not qualify for our sibling discount. For example, if a 3-year-old attends nursery for 30hrs only (term time) and therefore does not pay privately at all, the younger sibling will not qualify for the 5% sibling discount. However, where a private day (short or long day) is paid for alongside funded entitlement, the 5% discount will be applied.

### ***2.3 Corporate Discounts***



2.3.1 We offer a range of corporate discounts, and details of these are available on request.

2.4 Please note that we reserve the right to withdraw or alter a discount at any time, on written notice to you.

2.5 In order to access a discount, we may require you to complete an application form and, from time to time, provide such documents as we may reasonably require in order to verify your ongoing eligibility for such discount.

### 3. Fees:

3.1 The fees for our Services are set out below. We reserve the right to adjust the Fees annually to reflect increases in our costs of providing the Services. We will give you not less than four weeks' prior notice in writing of the Fee adjustment.

Session	Price
Full day (up to 10 hrs)	£55
Short day (up to 7 hours)	£43.50
Morning or Afternoon session (up to 5 hours)	£32
Additional hour (we no longer charge in increments less than one hour):	£8.50
Consumables for 2-, 3- and 4-year-old funded sessions	£6 full day £4 half day
Late pick up/ early drop off fee	£1 per minute

3.2 The Fees include the provision of milk, nappies, wipes, creams, sun protection, healthy, balanced meals, and snacks.

3.3 Unless otherwise agreed in writing, the Fees are calculated on the basis of the weekly charge for the sessions booked (as set out in the Registration Form), multiplied by 51 (weeks) and then divided by 12 (months) to create a fixed monthly charge.

3.4 All Fees are charged monthly in advance and must be paid by Direct Debit, Childcare Vouchers (as provided by the UK Government) or Tax Free Childcare on or before the 10<sup>th</sup> of the month to which they relate. Please make allowances for delays in processing through all aforementioned payment methods.



**3.5** If you fail to pay in full by the 10<sup>th</sup> of the month, using any of the payment methods set out in clause 3.4, we reserve the right to add an additional late payment fee of £15 for each month that you fail to make payment.

**3.6** For re-presented payments (in the case of bounced payments), we reserve the right to apply a minimum charge of £15 per occasion to your account.

**3.7** If any fees remain outstanding more than 14 days from the 10<sup>th</sup> of the month, we may (at our sole discretion), exclude the child from the nursery, terminate the Contract and offer the child's nursery place to another child.

**3.8** For the avoidance of doubt, the Fees are payable during periods of absence including, without limitation, sickness, holidays (including public and bank holidays) and from 14:00pm on Christmas Eve.

**3.9** Where payment is made using a voucher scheme agreed by us (including Tax Free Childcare), you must ensure that we receive appropriate funds under that scheme on or before the tenth day of the month to which they relate. It is your responsibility to ensure that we receive appropriate funds, and we will not liaise with your scheme provider.

**3.10** Extra Sessions are charged at the usual session rate (as set out in our fee sheet), and payment is required at the time of booking. EYFE hours cannot be used in relation to payment for Extra Sessions.

**3.11** A pro-rata calculation of Fees applies when a child starts, leaves or a booking pattern changes mid-month.

**3.12** Nursery opening and closing times must be observed as they form part of our Ofsted registration conditions and impact legal, contractual and wellbeing commitments to staff. Our designated opening and closing times for Little Feet Nursery are 7am and 6pm. We cannot provide Services before the designated opening time, and you will be refused entry to the nursery. If you collect your child after 6pm, you will be liable to pay a surcharge of £15.00 for every 15 minutes. For the avoidance of doubt, after 6pm, if you are 1-15 minutes late, you will be charged £15.00 and if you are 16-30 minutes late, you will be charged £30.00 etc.



3.13 Late collection fees will result if you are not present to collect your child before the time at which they are registered until, there will be a late collection fee of £1 per minute. Late collections can result in issues relating to meeting statutory frameworks, namely ratio requirements and so pose a significant issue to the nursery.

## 4. Child Safety and Well-Being:

4.1 If your child becomes unwell whilst in our care, we will contact you, or the emergency contact detailed on the Registration Form. If we consider that the child is not well enough to remain at nursery, you will be requested to arrange collection of your child as soon as possible.

4.2 In the event a child is unwell at home, please do not bring the child to nursery and please inform the nursery of the reason for the absence from nursery. A copy of our Sickness and Medication policy is available on our website, and details our duty to communicate any communicable diseases, where applicable, to all relevant employees and parents at the nursery, while protecting the identity of the child.

4.3 Every effort will be made to meet the unique needs of every child, working in partnership with other agencies as appropriate. If, despite our reasonable efforts, we cannot meet the needs of the child, we reserve the right to immediately terminate the Contract, and withdraw the child's place.

4.4 You have a duty of care to notify us, in writing as soon as possible, of any changes to a child's special diet or medical condition, to ensure all appropriate measures are implemented in nursery, and required paperwork is updated. Any relevant information from a third party in relation to the child's medical or dietary condition must also be shared with the nursery.

4.5 Under legislation, we are legally required to report immediately any significant safeguarding or wellbeing concerns about children in our care to the local authority safeguarding team and, where appropriate, to Ofsted. In these exceptional cases, we are required to follow the instructions provided by the experts involved (which may include a requirement not to inform you of such report).



## 5. Treatment of Staff:

5.1 We do not tolerate, under any circumstances, behaviour which is deemed to be threatening, abusive or violent towards our management or staff teams. Such behaviour may be reported to the police; result in the termination of the Contract or the refusal to allow a person back on any of our premises in the future.

5.2 If you have any cause for complaint about any of our nurseries or our staff, please see our Complaints Policy on our website.

## 6. Notice Periods:

6.1 To effectively manage nursery staffing and resourcing, subject to clause 6.2, you must provide us with at least four weeks' notice in writing if you wish to terminate the Contract or reduce the number of Standard Sessions. This is applicable both prior to starting and during your time with us.

6.2 Sessions up to the 4-week notice period will still be chargeable, even if your child is not in attendance. For the avoidance of doubt, if you decide you want to drop a session at nursery, you will pay for the session for the following 4 weeks whether your child is present or not.

6.3 Reducing the number of Standard Sessions requested prior to starting with us **may** result in the offered place being withdrawn, the Contract being terminated and your name being added to a waiting list for the new sessions required.

6.4 All requests for a reduction in Standard Sessions are subject to availability, and we reserve the right to terminate the Contract if we cannot accommodate the request. It is important to note that required days may not be available in a 'reduced booking pattern'.

6.5 If you wish to cancel an Extra Session, you must provide us with at least 7 days' notice in writing.

6.6 If you fail to cancel an Extra Session, or reduce the number of Standard Sessions, in accordance with this clause 6, you will be liable to pay for the session(s) in full.



## 7. Termination:

7.1 In the event that the Little Feet Nursery needs to be temporarily or permanently closed, we reserve the right to terminate the Contract on written notice to you at any time on six weeks' notice to you.

7.2 You must comply with our policies and procedures (as updated from time to time) which can be found on our website. If you fail to comply with such policies, we reserve the right to terminate the Contract on written notice and withdraw your child's nursery place.

## 8. General:

**8.1 Closures:** We may suspend the provision of childcare for any of the below:

8.1.1 If your child is suffering from an infectious or contagious disease or illness which may easily be passed on to others at the nursery. The suspension will continue whilst we try to resolve the problem in conjunction with the parent/carer.

8.1.2 Where forces beyond our control necessitate us to either close the nursery or reduce the available hours, such as an outbreak of disease that involves intervention of outside agencies such as Environmental Health, severe and adverse weather, industrial action affecting travel to and from the nursery, an Ofsted investigation or any other reasonable circumstances beyond our control. In the event that the nursery is compelled to close in reasonable circumstances beyond our control we are not able to refund fees or organise alternative childcare, nor can we accept any consequential liability sustained by parents/carers for example, loss of earnings or costs associated with alternative childcare.

Every effort will be made to minimise the disruption to service and cost to parents or carers. None of the above compromises your statutory rights if the nursery has been negligent.

**8.2 Limitation of Liability:** If we fail to comply with the Contract, we are responsible for any loss or damage that you suffer that is a foreseeable result of our breach of the Contract or our failure to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both parties knew it



might happen. We will compensate you (or the child in our care) for any loss or damage to you or the child if we fail to carry out duties imposed on us by law (including in relation to death or personal injury caused by our negligence), unless such failure is attributable to:

**8.2.1** your or the child's own fault;

**8.2.2** a third party unconnected with the provision of the Services under this Contract;  
or

**8.2.3** events which we could not have foreseen even if we had taken all reasonable care.

**8.3 Possessions:** Our premises are used by other children and the parents, carers, and guardians of other children. Therefore, we do not recommend that any valuable possessions are brought onto our premises, and we are not liable for any loss or damage to such possessions.

**8.4 Insurance:** Details of our insurance cover, as required by law, are available from the Nursery and copies are available on request.

**8.5 Variation:** It may be necessary to adapt our Terms and Conditions to reflect changes in law or new arrangements and fees relating to the provision of the Services. We will notify you of any impending changes by email and an announcement on our company website at least four weeks prior to their implementation.

**8.6 Personal Data:** Please see our Privacy Notice, which can be found on our website and which explains how we collect, store and use personal data about you and your children.

**8.7 Assignment:** We may at any time transfer our rights and obligations under the Contract to another organisation. You may only transfer your rights or obligations under the Contract to another person with our written consent.

**8.8 Third Party Rights:** This Contract is between you and us. No other person shall have any rights to enforce any of its terms.





**8.9 Severance:** Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**8.10 Waiver:** If we do not insist immediately that you do anything you are required to do under the Contract, or if we delay in taking steps against you in respect of your breaking the Contract, that will not mean that you do not have to do those things or prevents us from taking steps against you at a later date. For example, if you are late paying and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

**8.11 Entire Agreement:** These Terms and Conditions and the Registration Form constitute the entire agreement between the you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter.

**8.12 Non-Solicitation of staff:** The parent/guardian of the child, the subject of this registration form hereby agrees that during the term of this agreement and for the period of six months following its termination (howsoever terminated) that he/she will not seek to employ, entice away or attempt to entice away from the employment of Little Feet Childcare Limited (the 'Company') any person or persons who was employed by the Company in the six months preceding the date of termination of the agreement between the parent/guardian and the Company. If the parent/guardian shall breach the aforementioned clause then he/she shall indemnify the Company fully in respect of all and any costs, claims, damages and expenses incurred by the Company as a result of the aforementioned breach to include the cost of replacing the said member of staff, to include but not limited to agency fees, advertising costs, management time interviewing and all such other costs reasonably and necessarily incurred by the Company.

**8.13 Writing:** A reference to "writing" or "written" includes email.

**8.14 Governing Law and Jurisdiction:** The Contract is governed by English law and you shall bring any legal proceedings in respect of the Contract in the English courts.