

9. Terms and Conditions

Definitions

"The Parties" means Kiddi Caru Day Nurseries Group and the Parent which includes a Guardian or other legal representative of the Child.

"Child" means the child/children detailed on the Application Form.

"The Act" means any legislation relating to the provision of nursery services to children.

"Day Care Nursery" means the premises at which Kiddi Caru Day Nurseries Group will provide the Day Care Nursery Provision.

"Day Care Nursery Provision" means the provision to the Child of quality nursery care of a standard equal to, or higher than that set out under The Act and in accordance with the requirements of the Early Years Foundation Stage as regulated by the Early Years Directorate within the Office for Standards in Education (Ofsted).

"Registered Childcare" means providers registered by Ofsted.

The Agreement

Nursery Bookings

A signed and fully completed application form must be received by Kiddi Caru before a Child can be registered for day care nursery provision.

Registration Fee

A non-refundable registration fee* is required to secure your Child's place. This is payable at the time of registration and made payable to 'Kiddi Caru Day Nurseries Group'.

Opening Hours

The Day Care Nursery is open at times published with the exception of bank holidays, one-week shut down over the Christmas period and 4.30 pm closure on the last working day before the Christmas Period.

Fees

In return for The Parties providing Day Care Nursery Provision to the Child, the Parent agrees to pay the agreed Fee monthly in advance by Direct Debit on the 1st working day of each calendar month, or by such other method as is mutually agreed between The Parties in writing. If payment is made by any childcare tax incentive scheme, we require these to be set up to ensure receipt of funds are released on or before the first day of the month to which they relate.

We require payment to terms. Payment must be made on time, and without any deduction, set off or counterclaim. In the event that an account is outstanding, we reserve the right to refer the matter to our debt collection agents, which will incur a surcharge of the debt plus VAT at the prevailing rate. You agree that you will be legally liable to pay us that surcharge, and that payment of the same can be enforced against you in court. You also agree to pay interest at the relevant reference rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998, which interest is payable both after and before any judgment of the court and continues to accrue.

A £25 administration fee may be levied each month if payments are not made by Direct Debit. We reserve the right to charge a £25 administration fee for failed direct debits or returned cheques. For security reasons the Day Care Nursery is not able to accept cash payments.

Invoicing

All invoices are raised at least 3 working days prior to the 1st of each month and are billed on the basis of the sessions included within your standard weekly booking pattern applied to the days contained within the particular billing month. Extra sessions or additional charges will be invoiced separately. Fees are not charged for the one-week shut down over Christmas but all other Bank Holidays are chargeable along with any other days whereby the Child cannot attend i.e. due to illness or holidays.

One months notice will be given before any fee increase is implemented.

A sibling discount is offered on the elder Child only and will be deducted off the elder Child's invoice during the period when all siblings are attending the nursery. A sibling discount may be offered* on the elder child.

Kiddi Caru Day Nurseries Group is a trading name of Grandir UK Ltd.

Date: January 2021 * Variation dependent on location

Collection of the Child

The Parent agrees to deliver and collect, or arrange for the delivery and collection, of the Child to and from the Day Care Nursery Provision within stated hours. If the Parent is not able to personally collect the Child, either regularly or on a specific occasion, arrangements must be made with the Day Care Nursery for each alternative collection. This must be in writing and include a full name and photograph of collector.

Late charge

Failure to collect a Child on time will result in a charge to cover staff and nursery costs as follows:

£15.00 for every part of or full 15 minute periods

A willingness to forego such fines on one occasion will not affect the future right to revert to the above policy.

Notice to Terminate or Cancel

The Parties of this Agreement shall be entitled to terminate their obligations hereunder by giving not less than 8 weeks prior written notice of their intention to do so. Parents remain liable for fees throughout the notice period even if the Parent withdraws the Child from the Day Care Nursery Provision during this notice period.

Change of Sessions

If the Parent wishes to change the number of sessions, one month's notice in writing is required. The changing of sessions is only permitted on a permanent basis for which the normal notice period is required. For the avoidance of doubt, a permanent booking pattern is defined as a minimum of 4 weeks' duration. If a booking pattern reverts during this minimum period, we reserve the right to charge the original booking pattern for the whole period.

Personal Property and Belongings

The Parties do not accept liability for any personal items lost or damaged during the course of normal business on the premises. It is the Parent's responsibility to name and clearly label all items of clothing and that practical clothing is worn when attending the Day Care Nursery Provision.

Illness

The Parties reserve the right to refuse admittance to the Day Care Nursery and the right to suspend the Day Care Nursery Provision to the Child if, in the opinion of The Parties the Child is not fit due to illness, or any other reason whatsoever, to attend.

Parental Participation

The Parties shall take reasonable steps to allow and encourage the Parent to have access to the Day Care Nursery and the Child during the Day Care Nursery's opening hours.

To support working in partnership with parents and other Registered Childcare providers the Day Care Nursery will contact any other provision the Child attends to gather and share assessments of the Child's development and learning.

Temporary Interruption of Facilities

The Parties acknowledge that they will not be under any liability or responsibility to the Parent or Child in respect of any temporary interruption in or temporary failure of or delay in providing Day Care Nursery Provision. If such failure or delay is caused by the temporary unavailability of staff, building or maintenance work to the Day Care Nursery, fire, abnormal weather conditions, Government action or regulations or by some other cause (whatever the description and not necessarily limited to the foregoing examples) beyond the reasonable control of The Parties no recompense will be made.

Staff

Parents agree to recognise that the success of the nursery in providing quality childcare is, in large part, dependent upon the continuity of staff remaining in our employment. Parents using the nursery therefore agree to be bound by our policy regarding usage of employees or ex. employees, which prohibits their use in a childcare capacity by such parents for a period of 3 months from the date of leaving the employment of The Parties. It is further agreed that the penalty for such breach of this term in our contract shall be equal to three months nursery fees, based upon the full weekly fee rate for babies as set-out in our standard fee rate card. For the avoidance of doubt, this sum shall be used as the agreed quantum of damages suffered by the nursery regardless of the age of your child/children and/or whether or not you have been instrumental in enticing the staff member away from our employment.