



## Shadwell Childcare Limited: Terms & Conditions

Below are the standard Terms of Business of Shadwell Childcare Limited (company number 05769390 whose registered office is at Shadwell Primary School, Main Street, Shadwell, Leeds, LS17 8JF) (the "Nursery", "we", "our", "us") detailing the basis of the contract ("contract") between the Nursery and you, the parent or guardian ("you", "your") of the child detailed ("child") in respect of the provision of the nursery services as detailed ("contracted services").

### 1. Date on which these terms of business take effect

- 1.1 These new terms of business supersede all previous terms of business and shall apply to the contract between you and us for the provision of contracted services with effect from 4 June 2021.
- 1.2 If you do not wish to be bound by these new terms of business, you may give notice to immediately terminate the contract between you and the Nursery by email to [p.wilson@shadwellchildcare.org](mailto:p.wilson@shadwellchildcare.org) at any time before 6pm on 3 June 2021.
- 1.3 In the event that you give notice to terminate pursuant to paragraph 1.2 above, the contracted services will end at 6pm on 3 June 2021 and the Nursery will not have any duty to continue to provide any part of the contracted services to you after that date.

### 2. Opening Hours

The Nursery is open from 07.30 to 18.00 Monday to Friday excluding:

- 2.1 bank holidays and public holidays; and
- 2.2 the period from and including 25 December to the first working weekday in the January following; and
- 2.3 One week in the week of the August bank holiday, details of which will be notified to you in advance.
- 2.4 Days allocated to staff training per annum or where early closures may be required for statutory training, details of which will be notified to you in advance from time to time.

### 3. Requests by you to increase or decrease the number of sessions

- 3.1 Except for the circumstances referred to in paragraph 1, you must give us not less than one half term's notice (usually 6 weeks), by email (to [p.wilson@shadwellchildcare.org](mailto:p.wilson@shadwellchildcare.org)) if you wish to increase or reduce in the number of nursery sessions for your child. We cannot guarantee that we will be able to accommodate any such requests which will be dependent upon staffing levels.
- 3.2 In the event that you give us less than one half term's written notice under clause 3.1, you will continue to be charged at the originally contracted rate for the notice period starting on the date on which you gave notice to us by email.
- 3.3 You agree that this one half term's notice period is a reasonable pre-estimate of the costs we would incur and the time it would take us to arrange a change (whether a reduction or increase in number) of personnel for the provision of childcare to meet OFSTED and/or regulatory requirements relating to staff / child ratios.
- 3.4 If, having reserved a space in Nursery for your child, you wish to delay the agreed start date for the provision of contracted services:
  - 3.4.1 You must give us not less than one half term's written notice by email. Failure to do so will incur a charge of a sum equivalent to the charges which would have been payable by you for the contracted services during the one calendar month period, which charges you agree to pay within 14 days of our demand for payment without deduction or set off.
  - 3.4.2 We do not guarantee to hold a place open for longer than one calendar month starting with the date upon which you provide written notice to us under clauses 3.1 and 3.4.1.

#### **4. Calculation of Fees and Charges**

- 4.1 Our fees for the contracted services are calculated each half term in line with the Leeds Council Academic calendar. Holiday club charges are applied in line with the dates of the holiday period. Our present fee rates can be viewed at our website: [www.shadwellchildcare.org](http://www.shadwellchildcare.org). We reserve the right to impose modest increases to our charges from time to time subject always to the fact that such increases will not be applied more than once in any 12 month period and to our giving you not less than one half term's notice of such changes before the new charges take effect.
- 4.2 Government funded sessions (FEEE 2 yr and 3yr funding) are subject to availability. Prices exclude lunches. 30 hours funded places are subject to availability and it is the parent's / carer's responsibility to renew eligibility codes within the required timescales agreed by HMRC / Government. Lunches are excluded from funding and additional charges may be incurred between 0 and 30 hours. Full details can be found in our session times and prices list, a copy of which is available on request
- 4.3 Out of school club costs are calculated as per the half term dates less any known Inset days. New starter costs will be calculated from their start date.
- 4.4 No deductions shall be made to any fees where:
- 4.4.1 you elect not to take up the contracted services for any period of time;
  - 4.4.2 your child is unable to come to Nursery because of illness;
  - 4.4.3 your child has been temporarily excluded from the Nursery in the discretion of the Nursery;
  - 4.4.4 you or another person take your child on holiday.

#### **5. Payment of Fees**

- 5.1 Fees are payable no later than the payment date set out on the invoice. This will be in line with the academic half term, an average of 6 weeks.
- 5.2 Other fees or charges payable in addition to the termly or half termly fees chargeable are payable on the first day of the month without deduction or set off on the first day of the month following the month in which such additional fees or charges arose.
- 5.3 Where any part of our fees are covered by childcare vouchers, payment under the voucher scheme must be received by us by the 15<sup>th</sup> day of the month or in full by the date agreed on the half term invoice, otherwise they will instead be held and deducted against the fee invoice for the following month.

#### **6 Non/Late Payment of Fees**

- 6.1 Fees must be paid promptly and on time. Failure to pay fees in accordance with paragraphs 5.1 and 5.2 will constitute a breach of these terms of business and will permit the Nursery in its absolute discretion to:
- 6.1.1 Charge interest on outstanding / overdue fees at a rate of 3% per annum above the base rate of the Bank of England;
  - 6.1.2 Suspend or terminate the provision to you of the contracted services by giving not less than seven days notice by email or post.
- 6.2 Notwithstanding paragraph 6.1, any service by the Nursery of notice to terminate shall constitute formal demand for payment of all outstanding fees and charges.
- 6.3 Upon termination of the contract, the nursery shall have no further obligation to provide the contracted services.

- 6.4 In addition to any sums payable under these terms of business, you agree and undertake to indemnify the Nursery from and against all costs, fees, charges and expenses the Nursery may incur as a result of or arising from late or non-payment of fees payable under this contract, including, but not limited to, all legal and other professional fees and expenses it may incur as a result of instituting legal or other proceedings against you for late payment of fees due and owing to the Nursery.

## **7 Collection of children**

- 7.1 When you are collecting your child from Nursery, you must give the member of staff to whom you speak the confidential password allocated for your child. A child cannot be released by the Nursery if the password is not given by the person collecting the child.
- 7.2 If you are not collecting your child from Nursery and have arranged for someone else to do so on your behalf, you must ensure that you have informed the person collecting the child of the confidential password and that the person knows to offer that password to a member of the Nursery staff before the child will be released to that person's care. You must also advise us of the name of the person who will be collecting your child and confirm in writing to us (by email) that they are authorised to collect your child.
- 7.3 Our Opening Hours are stated at paragraph 1. If you are late to collect your child and/or believe that you will not be able to collect your child or arrange for someone else to collect him or her by the end of our Opening Hours:
- 7.3.1 You must inform the Nursery by telephone:
- 7.3.1.1 as soon as you know or believe you are going to be late;
- 7.3.1.2 if it is not you who will be collecting the child, the name of the person who will be collecting the child from Nursery;
- 7.3.1.3 the estimated time when you or your nominated person will collect the child.
- 7.4 You agree to pay forthwith on demand and without deduction or set off our late collection charges for each occasion when the child is collected after their/your booked hours. Such charges will be calculated at the prevailing rate as published on our website from time to time. Presently, late collection charges are £15 plus VAT for up to 15 mins after the session end time and a further £15 for each 15 minute period thereafter. We may, in our sole discretion, agree to waive all or part of any late collection charges but you should not assume that we will do so, or that we are under any obligation to do so. Our decision as to whether to waive such charges is final.

## **8 Termination of Contract**

- 8.1 This contract may be terminated by the Nursery, or by you, for any reason by giving the other party not less than one half term's written notice of termination, via email to [office@shadwellchildcare.org](mailto:office@shadwellchildcare.org).
- 8.2 Notwithstanding clause 8.1, you should specifically note that we re-offer places each September and no sessions are guaranteed or roll on beyond the end of each academic year. You should therefore ensure that you inform us by email by the last day of the preceding academic year if you wish to request to re-enrol for the contracted services for the next academic year starting each September.
- 8.3 In the event of termination by you without giving the required notice set out in this paragraph 8, you shall forthwith pay to the nursery on demand a termination fee equal to half term's fees plus any other fees or charges then outstanding.
- 8.4 The Nursery at all times strives to operate a friendly and flexible service. The Nursery will not however tolerate any abuse, whether verbal or physical, of its team members by you. In such circumstances, the Nursery reserves the right in its absolute discretion to terminate the contracted services immediately and without notice and to exclude your child from Nursery.
- 8.5 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.

## **9 Force Majeure**

- 9.1 The Nursery may, in its absolute discretion, take the decision to close without prior notice, due to events outside its control, whether this be due to adverse weather, illness, or disease. 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. You must make expedient arrangements for the collection of your child in the event you are notified that the Nursery is to close regardless of the reason for closure.
- 9.2 Subject to any provisions in these terms to the contrary, the Nursery does not accept any liability, whether financial or otherwise, for any financial losses which you suffer as a result of such closure. We shall be entitled to continue to charge for the contracted services at the usual rate(s) during any period of closure under this clause 9 except where we, in our absolute discretion, elect to waive some or all of our charges during the period of closure.

## **10. Exclusion/ Withdrawal of Child**

- 10.1 We are committed to providing equality of opportunity and anti-discriminatory practice for all children and families according to their individual needs. However, the Nursery reserves 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:
- 10.1.1 where care of a particular or specialist type is either required by the child or requested by you and the Nursery is unable to provide the same or you refuse to consent to the provision of the same by the Nursery; or
- 10.1.2 Your behaviour or that of your child is such that the Nursery, in its absolute discretion, considers that your / their presence at the nursery or their actions are detrimental to the health, safety or wellbeing of the child itself, any other child at the Nursery or any of the Nursery's employees or team members.
- 10.2 So far as it is reasonably able to do so in the circumstances, the Nursery shall communicate its reasons for the exclusion in writing by email prior to any such exclusion being effected.
- 10.3 Permanent exclusion of a child under clause 9.1 shall immediately terminate the contract and the Nursery will have no obligation to continue to provide the contracted services thereafter.

## **11 Medical Conditions and your child's GP**

- 11.1 You undertake to advise the Nursery immediately in writing if you become aware that any of the information supplied in the initial parent information forms you completed is incorrect or requires amendment or updating. Any such notice should be addressed to the 'Nursery Manager' and emailed to [p.wilson@shadwellchildcare.org](mailto:p.wilson@shadwellchildcare.org). Such information includes, but is not limited to, any medical conditions which your child has, and any change in the identity and/or contact details of your child's GP. We may require you to complete and return to us a new initial parent information form to record these changes and, if we ask you to complete one, you agree to do so and to return it to us straightaway.
- 11.2 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 you from time to time.
- 11.3 If your child has a severe medical condition, or requires medication to be administered, the Nursery will require a meeting prior to confirming the offer of the contracted services in order to understand the nature of the condition, or the nature of the medication required to be administered, and to complete a risk assessment and training plan to verify that we are able to offer suitable child care for your child.

## **12 Illness**

- 12.1 If your child is unwell and cannot attend the Nursery we politely ask that you inform the nursery by telephone by 9.30am on the day on which the child was due to attend.

- 12.2 In order to avoid the spread of illness or disease by virtue of close contact between children, we also politely ask you not to bring your child to Nursery if he or she is unwell.
- 12.3 The nursery reserves the right in line with its illness policy (in its absolute discretion) to refuse to admit the child if he/she appears to be unwell.
- 12.4 If the child becomes unwell during the day, you must use your best endeavours to arrange for the child to be collected as soon as possible upon notification by us of illness.
- 12.5 If your child becomes suddenly or seriously ill whilst in the care of the Nursery, and/or if we believe in our reasonable opinion that your child may need to be admitted to hospital or need prompt medical attention which is beyond the expertise of Nursery staff, you authorise us to telephone for an ambulance immediately and to release your child to a hospital if advised by paramedics, a doctor or an ambulance crew to do so. Whilst we will always endeavour to make contact with you as quickly as possible in such event, you authorise us to release your child to the care of paramedics, a doctor and/or a hospital without your prior consent if we cannot make contact with you immediately upon our first attempt to do so.

### **13 COVID-19 / infectious diseases**

- 13.1 In the event that your child displays any symptoms associated with COVID-19:
- 13.1.1 You must not under any circumstances bring your child to Nursery whilst that child displays such symptoms or during any period of isolation as promulgated by the Government or Public Health England (whichever is the later), such period starting with the day on which symptoms presented and/or your child has tested positive for COVID, whichever is sooner.
- 13.1.2 You must immediately inform the Nursery by telephone.
- 13.2 For the avoidance of doubt, if, during the period referred to at paragraph 13.1.1 above, you receive a negative COVID-19 test result for your child, you may thereafter bring your child to Nursery so long as your child's bubble is not under any requirement to self-isolate as described in paragraph 13.3.
- 13.3 Where any child present at nursery displays symptoms associated with COVID-19, or tests positive for COVID-19, the Nursery may be required without prior notice to send a group of children in a given bubble or bubbles home to self-isolate in accordance with the latest government guidance. In that event, you agree:
- 13.3.1 forthwith to make arrangements for your child to be collected from Nursery as soon as possible and in any event within one hour;
- 13.3.2 to pay within 14 days of demand by the Nursery for such time as your child may be required to isolate / not come to Nursery a sum equivalent to 50% of the fees which would ordinarily be charged by the Nursery to you for the contracted services.
- 13.3.3 that the Nursery is not responsible for arranging or paying for or reimbursing you for your costs of arranging any form of alternative childcare or any other financial losses you may suffer.
- 13.4 Where the Nursery is required by virtue of government guidance, rules, or laws to close for a period of time due to COVID-19 or some other outbreak of disease or epidemic / pandemic:
- 13.4.1 Our charges will continue to be due and payable at the rate of 50% of the usual applicable rates for all of the period during which the Nursery is temporarily closed. You agree that this represents a reasonable pre-estimate of the Nursery's unavoidable fixed costs and overheads notwithstanding its temporary closure.
- 13.4.2 You will pay the charges referred to at paragraph 13.4.1 above without deduction or set off in accordance with paragraph 5.

## **14 Non-solicitation**

- 14.1 You agree that you shall not during the period during which the contracted services are made to you / your child or for a period of 6 months following termination, employ, solicit or entice away or seek to employ, solicitor 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.
- 14.2 You agree that in the event that you breach any of the provisions of paragraph 14.1, you will immediately pay to the Nursery upon demand a sum equal to two months net salary of the relevant employee so employed, solicited or enticed away by you. You agree that such sum is a reasonable pre-estimate of the losses and expenses which the Nursery will incur to replace the employee employed, solicited or enticed away by you.

## **15 Social media**

- 15.1** You agree that the Nursery may take photographs of your child and/or that your child may appear in photographs taken of other children. You further agree that such photographs may be published on any of the following social media platforms:
- 15.1.1 The Nursery's website
- 15.1.2 Family app
- 15.2 You will not share, post or re-publish any photographs of children published on social media by the Nursery on any social media site without the Nursery's permission in writing.
- 15.3 The Nursery undertakes not to publish the name or other personal details of any child online or on any social media platform.
- 15.4 You may withdraw your consent to the photographing of your child and/or the publication of photographs containing an image of your child at any time by notifying the Nursery in writing or by email to [p.wilson@shadwellchildcare.org](mailto:p.wilson@shadwellchildcare.org).

## **16 GDPR**

- 16.1 The Nursery has a standard policy in place relating to the storage and processing of your personal data for the purposes of the Data Protection Act and GDPR. A copy is available upon written request.
- 16.2 Both parties agree to comply at all times with the Nursery's DPA and GDPR policy.

## **17 Limitation of Liability**

- 17.1 Except for in the case of personal injury or death, the nursery shall have no liability whatsoever to you or your child including but not limited to loss of or damage to your or your child's goods, property or personal effects (even if such loss or damage is caused by the Nursery's negligence). Any goods, property or personal effects brought by you or your child to, or left by them at, the Nursery is done so entirely at their own risk. This includes use of the car park and your car and its contents.
- 17.2 Subject to any other provisions of this contract, the Nursery shall not be liable for any special, indirect or consequential loss whatsoever.

## **18 Jurisdiction and Applicable Law**

- 18.1 These Terms of Business and the contract created between you and us for the contracted services under them are governed by English law and the parties submit to the exclusive jurisdiction of the English courts in respect of any dispute arising out of them or their interpretation.