

Terms and Conditions

1. Child Care Places and Bookings

- 1.1 Before we will consider granting your child a place in the childcare facility (nursery, pre school, breakfast care, after school care, holiday care) we must receive a signed and fully completed registration form together with the stated deposit or non-refundable registration fee.
- 1.2 To secure a nursery place at least two sessions a week must be booked. Except at the Holiday Club, which has no minimum.
- 1.3.0 We require you to provide your child's original birth certificate and a recent utility bill to confirm Dob & Address. Copies will be taken for reference purposes.
- 1.3.1 To secure a place you must return the registration form and deposit or registration fee. A place will not be secured until one of these has been received. Your payment for one month's deposit will be requested at time of registration or later by agreement with us. If you increase your sessions an additional deposit will be required equal to one month's fees based on the new session pattern.
- 1.3.2 Once we have confirmed in writing to you that a place has been reserved then you must give us written notice at least six months prior to your child starting nursery if you subsequently decide that you do not wish to take up the place otherwise you will be liable for three months' fees.
- 1.3.3 The deposit is non refundable unless you give three months written notice prior to your child starting nursery.
- 1.3.4 If your child remains at nursery for a minimum of six months and you give six weeks written notice that you wish to cancel your child's place we will refund the deposit provided all other fees are fully paid up to date.
- 1.3.5 We require you to give us six weeks notice in writing when you wish your child to leave the nursery. You will be required to pay the normal fees during this notice period regardless of whether your child attends or not.
- 1.3.6 There are no refunds for Holiday club sessions not attended. Cancellations cannot be made once sessions have been booked.
- 1.4 Subject to payment of the administration fee you may give six weeks prior written notice to reduce the sessions that your child attends at nursery or pre-school or breakfast care or after school care.
- 1.5 If you work in an educational establishment during Borough Of Poole terms only then we may offer you a 'Term Time Only' place for your child, if we do then your child will only be guaranteed a place in the child care facility during Borough Of Poole school term dates. Childcare places during school holidays will not be guaranteed. We will require a letter annually from your employer confirming the dates of your employment before a 'Term Time Only' place will be offered.

2. Fees

- 2.1 The deposit is payable in full 3 months before the start date or later by agreement by card/cash. If paid at the time of registration no registration fee is payable.
- 2.2 If you pay your fees by any method other than direct debit payment must be received within 5 working days of the first of each month. Other payment methods include electronic vouchers credit/debit card cash and transfers directly into our bank account.
- 2.3 Fees paid by direct debit will be collected on the first working day of each month. The direct debit facility is managed by GoCardless. You will be notified by email the amount to be collected by direct debit.
- 2.4 If you pay six months fees in advance on the 1st February or the 1st August in each year you will be entitled to a 5% discount on such fees.

- 2.5 An administration charge of £40 will be levied for each occasion that your fees remain unpaid by the 7th of the month unless previously agreed by us.
- 2.6 A 10% discount is given provided proof of TAMBA membership is provided to us annually. Discount applies to both children.
- 2.7 A charge of £20 will be levied for each request to reduce booked sessions; 6 weeks' notice is also required.
- 2.8 If payments are cancelled or returned by the bank, we reserve the right to charge a fee of £35 to cover costs.
- 2.9 A 5% sibling discount is given to the oldest child/children when one or more children from the same family attend at the same time. Any child in receipt of the "2 year old funding or 3 and 4 years old free entitlement" is excluded from this discount. Any child at school is excluded.
- 2.10 Hot food is provided upon request at an additional charge.
- 2.11 We will invoice you each calendar month for the following calendar month's fees which are due on the 1st of the month.
- 2.12 Charges for any additional sessions requested and any additional charges will usually be invoiced in arrears except for the Holiday club where payment is required in advance.
- 2.13 All sessions booked must be paid for, regardless of whether your child attends. No refunds will be given for sessions missed due to holidays or sickness or school inset days. If you give us six weeks' notice of non-attendance (Breakfast/After School Club only) due to a school inset day we will reduce your fee for that session by 50%. We will endeavour to run a holiday club on inset days. If an inset day holiday club is booked fees for regular sessions on the same day will be nil.
- 2.14 Unless six weeks notice in writing is given to alter a start date we will charge you fees from the start date stated on the registration form.
- 2.15 No fees will be charged when the childcare facility is closed. Subject to clause 2.16.
- 2.16 There will be no refund or waiver of fees in the event that the childcare facility is closed or your child is released home early as a result of a Force Majeure event.
- 2.17 If you are late collecting your child from the childcare facility, a late collection charge of £10 for every period of 15 minutes or part thereof after your child's session has ended is payable.
- 2.18 Provided your child has attended for a minimum of six months we will refund your deposit (usually within six weeks of your child leaving the childcare facility) when all your fees are paid in full and any final charges have been quantified and paid provided the requisite six weeks written notice has been given by you. We may, if required, set off any reasonable debt recovery costs and expenses against any deposit before a refund is made to you.
- 2.19 Fee rates vary depending upon the age of your child. If the fee rate is due to change as your child is moving to the next age group, the new fee rate will apply from the day after your child's birthday.
- 2.20 Our fees are reviewed annually you will be given at least six week's notice of any change in fees.
- 2.21 We are registered to claim the "2 year old funding" & "3 and 4 year old free entitlement" on behalf of eligible children aged two, three and four years, who are not attending LEA nursery classes. If your child is eligible and attends for just the free entitlement/funded hours there are no other costs involved (other than a non-refundable booking fee of £35.00 if you book more than a month in advance) however if additional services or hours are booked these will be chargeable at our normal fees rate and if not already paid a registration fee and deposit will become payable

- 2.22 We accept recognised childcare electronic vouchers, and will credit these against each month's fees payable by you provided that they are received by us before the 7th of each month. Voucher payments received after 7th will be allocated against the next month's invoice.
- 2.23 If you have a 'Term Time Only' place then during Borough of Poole school holidays you will be charged a retainer equal to 50% of the fees payable during term time. This does not apply to children attending pre-school.
- 2.24 Extra half day or full day sessions may be booked depending on availability and will be charged at the appropriate half day or full day rate. Any agreed additional hours of care are provided at the published price. Once booked extra sessions / hours cannot be cancelled.
- 2.25 If your child is entitled to free entitlement/funded hours you must declare any claims made at another setting and complete a Borough of Poole transfer form when you join Cuddles. Failure to declare this information will result in you repaying us any/all amounts credited to your account and subsequently not funded by the Borough of Poole.
- 2.26 All overdue nursery accounts will be passed to our debt recover agents, further collection costs may be incurred.

3 Holidays

In order to help us plan our staffing levels please give us as much notice as possible in writing of dates upon which your child will not be attending the childcare facility due to holidays etc.

4 Operating Times

The childcare facility is open as specified in the policies and procedures. The childcare facility will be closed for one week between Christmas and New Year and on all English Bank Holidays.

5 Sickness See our childcare sickness procedures

6 Health & Safety

- 6.1 See our health and safety policies.
- 6.2 We are registered under the Children Act 1989, and we are legally obliged to follow the national care standards as set by OFSTED.
- 6.3 You accept that we are under a duty and will without reference to you, report any suspicion of a child having been abused or neglected to the relevant authorities.

7 Termination

- 7.1 We may terminate your child's childcare place with immediate effect if any fees are outstanding for more than thirty days.
- 7.2 We may terminate your child's childcare place, in the event that you are not completely honest about your child's condition or you withhold or are found to have withheld important information about your child.
- 7.3 We may ask you to remove your child from the childcare facility immediately if you, your child or any carer displays abusive, threatening, disruptive or otherwise inappropriate behaviour towards any member of staff, other child parent or carer or if you are in serious breach of these terms and conditions or if termination of a place is considered by us to be in the best interests of the childcare facility and/or the continuing welfare of the other children at the childcare facility.
- 7.4 Without prejudice to clause 7.1, if you are more than 30 days in arrears with your payments your childcare place will be suspended and in such circumstances you will not be entitled to a refund of any fees paid in advance or any deposit. Provided we have not exercised our right to terminate your child's childcare place in accordance with clause 7.1 and once all outstanding fees are fully paid your child may return to nursery.

7.5 In all other circumstances we will give you at least six weeks' notice, in writing, should we wish to terminate your child's place in the childcare facility for any reason.

8 Policies and Procedures

Our policies and procedures are available in our lobby or by request to us and they form part of these terms and conditions. You must comply with our policies and procedures and by accepting a place for your child at the childcare facility you acknowledge that you have read and accept our terms and conditions.

9 Liability

9.1 We aim to provide childcare with reasonable care and skill.

9.2 We accept no responsibility for any loss suffered by you, arising directly or indirectly, as a result of the childcare facility being temporarily closed or the non-admittance of your child to the childcare facility for any reason.

9.3 We accept no responsibility for your child whilst in your care at the childcare facility, i.e. prior to arrival or after pick up.

9.4 We will not be liable to you or any third party for any economic loss of any kind, for damage to your child's or your property, for any loss resulting from a claim made by any third party or for any special, indirect or consequential loss or damage of any kind.

9.5 Except in the case of death or personal injury caused by our negligence, our liability under or in connection with this contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever shall not exceed the fees that you have paid us.

9.6 We shall have no liability under or be deemed to be in breach of our agreement with you for any delays or failures in our performance which result from circumstances beyond our reasonable control.

9.7 We shall not be liable for any default due to any Force Majeure Event or other event beyond the reasonable control of either party.

9.8 We will take all reasonable precautions which, having regard to all the matters known to us before the Force Majeure Event, we ought reasonably to take and we will use all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out our obligations to you in any way that is reasonably practicable and to resume the performance of our obligations as soon as reasonably possible.

10 General

10.1 You must inform us immediately of any changes to all information kept by us in relation to your child and any information that is relevant to our care of your child.

10.2 You must inform us immediately if the parents of the registered child separate. This may have an affect on the "parental responsibility" status of the child's father. It is assumed that both parents have "parental responsibility". If this is not the case you are required to confirm this to us at the earliest opportunity in writing. You must inform us if your child is the subject of a court order and immediately provide us with a copy of the order.

10.3 You agree that you will not at anytime, whether throughout the continuance of this agreement or for a period of six months after its termination, directly or indirectly (via agencies) employ/entice away an employee with whom you have had contact or dealings with at the childcare facility. If you are in breach of this provision then you shall pay to us a sum representing 20% of the relevant member of staff's gross annual salary at the time they left our employment representing the costs to us of recruiting a suitable replacement.

10.4 For the purposes of these terms and conditions "Force Majeure Event" means an event beyond the reasonable control of either party including but not limited to an act of God,

pandemic, closure of the facility following recommendation of any Government Department or body, war, strike, lockout, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.

- 10.5 We may use ParentMail to send emails and texts to keep you informed of events at the nursery. ParentMail is registered with the Data Protection Registrar and guarantees that all information provided to them will be kept private and not passed on to any other organisation. Emails will be sent from messages@parentmail.co.uk
- 10.6 We will endeavour to move your child to the next appropriate room the day after their birthday at age 2 and age 3. However if circumstances prevent us from doing so, you will be informed. In this event you will be charged at the older room rate and your child still receive care appropriate to their age.
- 10.7 You are required to provide nappies, wipes and cream for your child. Should we run out of these items supplied by you we reserve the right to make a charge for any items we supply. Those charges will be £1 per nappy and £0.20p per session for wipes & cream.

11 Agreement

- 11.1 These terms and conditions and our policies and procedures represent the entire agreement and understanding between you and us. Any other understandings, agreements, warranties, conditions, terms or representations, whether verbal or written, expressed or implied are excluded to the fullest extent, permitted by law.
- 11.2 We reserve the right to update / amend these terms and conditions and our policies and procedures at anytime. We will give you at least six weeks prior notice of any changes.
- 11.3 We may assign this agreement upon written notice to you.
- 11.4 We reserve the right to carry out any appropriate credit checks.