

by Action for Children

Child's Name:

THIS AGREEMENT is made on

\_\_\_\_\_1 ("the Commencement Date")

PARTIES

(1) Action for Children Developments Limited, a company incorporated in England and Wales under number 06842765 whose registered office is at 3 The Boulevard, Ascot Road, Watford, Hertfordshire, WD18 8AG ("we" or "us" or "our"); and

(2) \_\_\_\_\_2 (Parent 1);

\_\_\_\_\_ (Parent 2)3

of \_\_\_\_\_4 (address) ("you")

(each of us and you being a party and together we and you are the parties).

THE PARTIES AGREE:

1 Definitions and interpretation

1.1 In this Agreement:

Table with 2 columns: Term and Definition. Rows include 'Application Form' and 'Child'.

Table with 2 columns: Term and Definition. Rows include 'Fees', 'Nursery', 'Parent', 'Price List', 'Services', and 'Registered childcare'.

2 Formation of the contract

2.1 These terms and conditions govern the contract between you and us for the Services, however they should be read in conjunction with our relevant policies and procedures, copies can be provided on request. You must familiarise yourself with these policies and procedures.

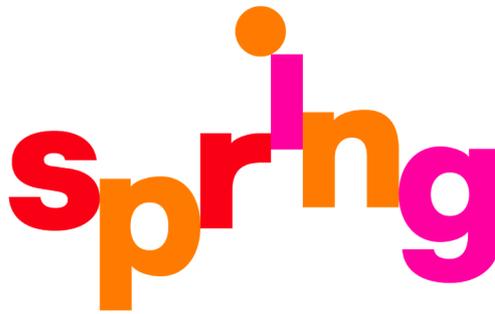
2.2 This Agreement commences on the Commencement Date and shall continue for five years from that date, when it shall terminate automatically unless terminated earlier under clause 12 ("the Term").

1 Insert date when agreement is signed by all parties

2 insert name of first (or only) parent

3 insert address of second parent, if any

4 insert address of parent (or parents)



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### **3 Supply of Nursery Services**

3.1 We will use all reasonable efforts to provide the Services to you, in accordance and in all material respects with these terms and conditions and the Statutory Framework for the Early Years Foundation Stage or National Improvement Framework, Curriculum for Excellence in Scotland.

3.2 We will agree with you regular permanent sessions that the child will have at the Nursery ("Permanent Sessions"), to last for a booked period of at least 4 weeks (a "Permanent Booking Pattern").

3.3 If you wish to request any change(s) to the Permanent Sessions, one month's notice in writing is required from you. We reserve the right to refuse a request to change a Permanent Booking Pattern and/or to charge the same Fee that would have applied to the original Permanent Booking Pattern for the whole period of the Permanent Booking Pattern.

3.4 In addition to Permanent Sessions, we may offer additional Flexible Bookings, subject to availability. These are not guaranteed. You should request Flexible Bookings at least one month in advance wherever possible. If you wish to cancel a Flexible Booking, we require at least 48 hours' notice. If less than 48 hours' notice is received, you will be charged the full Fee for the Flexible Booking. If the Nursery has to cancel any Flexible Booking, we will give you at least 48 hours' notice and refund the Fee you have paid for the Flexible Booking.

### **4 Your obligations**

4.1 You must co-operate with us and provide such information as we may reasonably require about the Child, your contact details and those of your authorised persons who may collect the Child. You must provide accurate details and promptly inform us in writing whenever they change.

4.2 You must tell us if your Child has become unwell during the last 48 hours or been in contact with an infectious disease. We reserve the right to refuse admittance to the Nursery and the right to suspend the

services if, in our opinion and/or with reference to Public Health England guidelines, the child is not fit, due to illness or any other reason whatsoever, to attend.

4.3 It is your responsibility to clearly label all items of clothing and ensure that practical clothing is worn when attending the Nursery.

4.4 We shall take reasonable steps to allow and encourage you to have access to the Nursery and the Child during the Nursery's opening hours. You agree to deliver and collect, or arrange for the delivery and collection, of the child to and from the Nursery within the Nursery's opening hours. If you are not able to personally collect the child, either regularly or on a specific occasion, arrangements must be made with the Nursery for each alternative collection. This must be agreed in writing. You must provide the full name and photograph of the collector and agree a password with the Nursery.

4.5 Failure to collect a child on time will result in an additional late pick-up Fee. Details about late pick up charges are published in our price list and are not eligible for any discounts detailed in Clause 6.

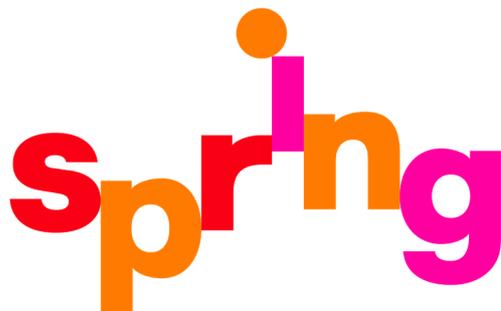
### **5 Fees**

5.1 The Fees paid by you in respect of any Services are contained in our Price List. In order to secure your Child(s) place(s) at the Nursery, a one-off Fee equivalent to 25% of your first month's Fee must be paid in advance before the Commencement Date ("the Confirmation Fee"). That Confirmation Fee will be deducted from your first month's invoice.

5.2 The Fees may be increased by us pursuant to clause 5.7.

5.3 Fees are payable by you monthly in advance within 7 days of receiving your invoice, either by direct debit, childcare vouchers, standing order or credit/debit card. Time of payment is of the essence. All Fees are exclusive of VAT (or equivalent sales tax).

5.4 All invoices are raised on the 1st of each month (or first working day thereafter if 1<sup>st</sup>



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falls on a weekend) and are invoiced on the basis of the Permanent Sessions and/or Flexible Bookings for that month. Extra sessions and/or additional fees will be invoiced as and when they are booked.

5.5 Without restricting any other legal right that we may have, if you fail to pay us on time, we may:

5.5.1 Exclude your child from the Nursery until Fees are paid in full. For the avoidance of doubt. Fees will continue to be payable for the entire time your child is excluded.

5.5.2 Be entitled to recover from you the full amount of our administrative and other costs incurred in recovering any unpaid Fees, including legal costs and disbursements.

5.6 There is no reduction in Fees for holidays or if your child is absent due to illness.

5.7 We may increase our Fees, but we will give you written notice of any such increase at least one month before the new Fees apply.

## 6 Fee Discounts

6.1 Christmas shut down: The Nursery is closed for one week over the Christmas period. Fees are not charged for the time that the Nursery is closed for the Christmas period, and these dates will be communicated by us from time to time.

6.2 Free Nursery education

6.2.1 Your child may be entitled to free nursery education during term time. For details on your child's entitlement and how to make a claim please contact the Nursery Manager.

6.2.2 No Fees will be payable by you for hours that are funded by free nursery education under clause 6.2.1, but all other hours used will be charged at our normal Fee rates.

6.2.3 Even if your child is entitled to free nursery education, please note that there will be an additional Fee to

cover additional services, as detailed on the price list.

6.2.4 For those only accessing free funding limited places are available at our discretion on a term by term basis. We reserve the right to cancel a place in accordance with clause 12.

6.2.5 Should you have 2 children in our setting a sibling discount of 15% applies to the chargeable Fee hours of the eldest child.

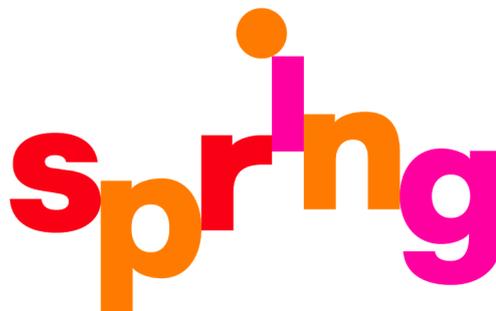
6.2.6 Other discounts and promotional offers may be available from time to time. Information about our current discounts and promotional offers will be published alongside our price list, but we reserve the right to withdraw these at any time.

## 7 Our Staff

7.1 The success of the Nursery in providing quality childcare is, in large part, dependent upon the continuity of staff remaining in our employment. You therefore agree to not directly or indirectly entice or engage any of our current or ex-staff member(s) in a childcare capacity either during their employment with us or for a period of 3 months from the date of their leaving our employment. You agree that if you do, you shall pay us a sum equal to three months' salary of the staff member(s) you so engage. For the avoidance of doubt, this sum shall be used as the agreed quantum of damages suffered by us, regardless of whether you have been instrumental in enticing the staff member away from our employment.

## 8 Temporary Interruption and Liability

8.1 We will not be under any liability or responsibility to you or the Child in respect of any temporary interruption in, or temporary failure of, or delay in providing the Services. If such failure or delay is beyond our reasonable control, and in such a situation no recompense will be made to you.



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8.2 We do not accept liability for any personal items lost or damaged during the course of normal business on the Nursery premises. Any person using the parking facilities does so entirely at their own risk.

8.3 The extent of our liability under or in connection with this Agreement shall not include any consequential, indirect or special losses and in any event shall not exceed the value of the Fees you have paid in the preceding 12-month period pursuant to this Agreement.

8.4 For the avoidance of doubt, in the event that you are named in this Agreement at clause (2) in addition to another person who is also a party to this Agreement, your liabilities and obligations to us under this agreement are joint and several.

8.5 Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of any losses which cannot be excluded or limited by applicable law.

## **9 Complaints**

9.1 If you have any complaints regarding the Services you should submit this in accordance with our Complaints Policy, a full copy of which is available on request.

## **10 Data Protection and Reporting**

10.1 We will provide you with a separate data consent form.

10.2 We have an obligation to report to the relevant authorities any suspicions we have that a child has suffered neglect or abuse, and we may do so without your consent and/or without informing a parent.

## **11 Boilerplate**

11.1 This contract, and any dispute or claim arising out of it or in connection with it or its subject matter or formation, shall be governed by the law of England. The courts of England shall have exclusive jurisdiction to settle any such dispute or claim.

11.2 We reserve the right to update and/or amend these Terms and Conditions at any time.

11.3 We may assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without your prior written consent, to any of our group companies.

## **12 Termination**

12.1 Either party can terminate this agreement and their obligations hereunder by giving not less than one month's written notice of their intention to do so. You will remain liable for all Fees throughout any notice period, even if you withdraw the Child from the Nursery during this notice period.

12.2 In the event that you fail to comply with any terms of this Agreement, including but not limited to any failure to pay any Fees, we reserve the right to terminate this Agreement immediately without notice to you.



by Action for Children

**AGREED by the parties on the Commencement Date**

Signed by	5
for and on behalf of Action for Children Developments Ltd	

**and**

Signed by	6
Signed by	7

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<sup>5</sup> Insert name and job title of person who is signing on behalf of AFC Developments Ltd and sign where indicated. See the delegated form of authority on the Loop to see who is authorised to sign

<sup>6</sup> Insert name of parent who is signing, parent should sign above where indicated

<sup>7</sup> If there is a second parent also signing, also insert name of second parent who is signing, second parent should sign above where indicated