



## Little Bear Cubs Pre-school Terms and Conditions

These terms and conditions govern the basis on which we agree to provide childcare services to you.

## **ur contract with you**

1.1 When you have decided that you wish to purchase childcare services from us, we will provide a pack of documentation to you. This documentation pack will include (amongst other things) an application form to apply to use our childcare services, a copy of these terms and conditions, and details of the fees payable for our services. You will need to complete the application form and return it to us. By completing the application form, you are making an offer to us that you wish to receive childcare services from us.

1.2 When we receive your application form, and payment of your registration fee, we will review and consider your application. If we are able to accept your application, we will confirm this to you in writing and this will be the date that your contract with us begins. You have a right to cancel your contract with us for a period of 14 days after the date you enter into the contract with us. Please see clause 7 for more details about your right to cancel.

1.3 The contract you have with us comprises these terms and conditions and any documents, which we refer to in these terms and conditions. If there are any particular statements (written or verbal) which we have made to you, on which you based your decision to enter into a contract with us, then you should ask us to confirm those statements in writing before you complete your application, if you wish such statements to form part of your contract with us.

## **2. Details about us and the services**

2.1 You are entering into a contract to purchase childcare services from us.

2.2 You are entering into a contract with us, Little Bear Cubs Pre-school . Our registered office address is 7 Northaw Road, Northaw, Potters Bar, En6 4NW. All correspondence should be sent to the registered address. You can also contact us via telephone 07563389288 and email [info@littlebearcubspreschool.co.uk](mailto:info@littlebearcubspreschool.co.uk)

2.3 We will start providing the childcare services to you on the date specified in the application form, or such other date as we may agree in writing between us.

## **3. Obligations on Little Bear Cubs Pre-school**

3.1 We will:

3.1.1 inform you as soon as possible whether your application for a place has been successful;

3.1.2 provide the agreed childcare facilities for your child at the agreed times (subject to any days when your child's setting is closed). If we change the opening hours of your child's setting, we will give you as much notice of our decision as possible and, if necessary, work with you to agree a change to your child's hours at the setting;

3.1.3 try and accommodate any requests you may make for any additional sessions and/or extended hours of childcare at the setting.

3.1.4 provide you with regular verbal updates as to your child's progress on request;

3.1.5 notify you as soon as possible of any days on which our child's setting will be closed; and

3.1.6 try to make available to any of your other children a place at the same setting. However, we cannot guarantee that a place will be available.

## **4. Obligations on you**

4.1 You will:

4.1.1 ensure all information supplied in your application form is accurate and correct;

4.1.2 complete and return the registration form before your child can start at our setting and immediately inform us of any change to the information provided;

4.1.3 inform us if your child has any special educational need and disability (SEND) or medical needs (including allergies/intolerances and/or medical conditions);

4.1.4 complete a medicine consent form if you require our staff to administer any medicines to your child (whether they are prescribed or over the counter medicines);

4.1.5 immediately inform us if your child is suffering from any contagious disease. For the benefit of the other children in the setting, you must not allow your child to attend the setting if they are suffering from a contagious disease which could easily be passed on to another child during normal daily activities at the setting;

4.1.6 immediately inform us of any changes to your contact details;

4.1.7 keep us informed as to the identity of the persons who will be collecting your child from our setting. If the person collecting your child is not usually responsible for collecting them, we will require proof of identity. If we are not reasonably satisfied that an individual is allowed to collect your child, we will not release your child into their care;

4.1.8 provide us with a copy of any court order (including a consent order) relating to any care arrangements for your child;

4.1.9 immediately inform us if you are unable to collect your child from the setting by the official collection time;

4.1.10 inform us as far in advance as possible of any dates on which your child will not be attending the setting;

4.1.11 book a minimum of two sessions per week per child at the setting ("minimum booking");

4.1.12 provide us with at least one month's notice of your intention to decrease your child's sessions (which is not to decrease below the minimum booking) ("minimum notice"). Where minimum notice is not given you will remain responsible for the full fees for your child for one month from the date you give notice;

4.1.13 provide us with a copy of the child's birth certificate with the registration form;

4.1.14 inform us of any information that may affect your child's safety or wellbeing and update us of any changes to this information as soon as they occur;

4.1.15 bring the child to meet us prior to registration being confirmed.

## **5. Payment**

5.1 Our fees are based on a weekly fee, which shall be notified to you in advance of your child starting at the setting ("weekly fee"). Details of our current fees are contained in the documentation pack. We may review these fees at any time but shall inform you of the revised amount at least one month before it takes effect. If you do not wish to pay the revised fee, you may end this contract by giving us one month's notice, by completing our notification of leave date form, which can be obtained from the manager.

5.2 Fees must be paid in advance. We calculate the amount payable by you each month by multiplying the weekly fee by the weeks charged for in each year and dividing the total by twelve. This will give twelve equal monthly payments, unless otherwise agreed. There will be no refunds or adjustments of the weekly fee in respect to bank holiday closures (or substitute days), as the fees will have taken those into account. If your child is eligible to claim Government Funding, we may amend the way we calculate the amount payable in order to comply with the Local Authority Service Level Agreement and the Code of Practice. You will be notified in writing, one month in advance of any changes to such calculation.

5.3 No refund will be given for periods where your child's setting place is unfulfilled due to illness or holidays.

5.4 All payments made under this contract must be by direct debit, childcare voucher or tax-free childcare. You are required to complete a direct debit mandate when you register your child with us. You are still able to make payment using an alternative method (childcare voucher or tax-free childcare), such payments either reducing the amount collected by direct debit (where the direct debit is set up to collect the balance on the account) or being credited to your account (where the direct debits is set up to collect a fixed amount).

5.5 If you have requested additional sessions or have been unable to collect your child by the official collection time and we have as a result provided you with additional childcare facilities, we will charge you for additional childcare monthly in arrears. We will amend the amount of your direct debit accordingly.

5.6 If you fail to make payment in full by the due date, we will enforce an interest charge of 2% above the base rate of our bank on the fee outstanding for every day the invoice remains unpaid. For each failed direct debit or other method of payment we will charge a £25.00 administration fee.

## **6. Termination**

6.1 Subject to this clause 6.1 and clauses 6.4 and 7, you may end this contract at any time, provided you give us at least one month's notice, by completing the notification of leave date form. If your child is eligible to claim Government Funding, you are required to give us at least two months' notice, by completing the notification of leave date form. A full copy of Government Funding Terms & Conditions can be obtained from your Pre-school Manager.

6.2 Subject to clause 6.3 we can end this contract, terminating the provision of childcare to your child, provided we give you at least 1 month's notice in writing.

6.3 We may terminate or suspend (at our election) the provision of childcare to your child with immediate effect by giving written notice if:

6.3.1 you have failed to pay any fees;

6.3.2 you have breached any of your obligations under this contract and you have not or cannot put right that breach within a reasonable period of time of us asking you to;

6.3.3 you behave unacceptably in our setting or with our staff, as we will not tolerate any physical or verbal abuse towards staff; and

6.3.4 your child's behaviour at the setting is deemed by us to be unacceptable or endangers the safety and wellbeing of the other children or staff at the setting. Where we elect to suspend the provision of childcare to your child under this clause 6.3, the suspension shall continue whilst we try and address the identified problem with you. If your child is

6.4 suspended part way through a month, under clause 6.3.4 only, we shall give you a credit for any fees you have already paid for the remaining part of that month, calculated on a pro-rata basis. This credit may be offset against any sums payable by you to us. If the period of suspension under this clause 6.3 exceeds one month, either of us may terminate this contract with immediate effect by giving written notice. You may terminate this contract with immediate effect by giving written notice if:

6.4.1 we have breached any of our obligations under this contract and we have not or cannot put right that breach within a reasonable period after you have drawn it to our attention; and

6.4.2 we suffer any event of insolvency

## **7. Cancelling your contract in the 14 day period post registration**

7.1 If you change your mind, you can cancel your contract with us at any time within 14 days of receiving confirmation of acceptance of your application (referred to in clause 1.2) from us.

7.2 To exercise your right to cancel, you must inform us of your decision to cancel this contract by telling us this clearly in writing (e.g. a letter sent by post or email). You may use the cancellation form attached to these terms and conditions to cancel your contract, but you are not obliged to do so.

7.3 To meet the cancellation deadline, you should send your cancellation notice to your setting marked for the attention of the Pre-school manager before the end of the cancellation period.

7.4 If you cancel within this 14 day period we will not be obliged to reimburse the registration fee payment made to reserve your childcare place.

## **8. Employment of staff**

8.1 If, during this contract and for a period of six months after the termination of this contract, you (directly or indirectly) employ or otherwise engage the services of any of our educators who has had contact with your child under this contract in the six month period prior to such employment or engagement; then you shall pay to us a figure representing 20% of that educators gross annual salary at the time they left our employment and/or services. This figure represents the costs to us of recruiting a suitable replacement educators.

8.2 We do not offer babysitting services as part of our childcare services. If you wish to use any of our employees or agents to provide babysitting services to you, you acknowledge and agree that this is done entirely at your own risk. You will be contracting directly with the individual providing those babysitting services to you and we accept no liability to you for the supply of any babysitting services.

## **9. General**

9.1 We have an obligation to report any instances where we consider that a child may have been neglected or abused to the relevant authorities. We may do so without your consent and/or without informing you.

9.2 If the setting that your child attends has to close or we take the decision to close due to events or circumstances, which are outside our control, we shall be under no obligation to provide alternative childcare facilities to you. If the closure exceeds three days in duration (excluding any days when the setting would otherwise be closed), we will credit you with an amount that represents the number of days the setting is closed in excess of three days.

9.3 If you have any concerns regarding the services we provide or wish to make a complaint, please discuss these with your child's keyworker. If these concerns or complaints have not been resolved to your satisfaction, please contact the Pre-school manager. Customer satisfaction is of paramount importance to us and any concerns/complaints will be reported to the appropriate Manager for review.

9.4 We carry a wide range of toys and equipment at our setting. Unless we specifically request otherwise your child should not bring any of their own toys to setting. If they do bring toys with them, we accept no responsibility for any loss or damage to those toys.

9.5 From time to time we may have photographs taken of the children who attend our setting. These photographs may be used for promotional purposes. If you do not wish your child to be included in these photographs, you should write to the Pre-school manager.

9.6 As the number of children with nut allergies is increasing, with the support of parents we aim to keep the setting nut free. Parents are requested not to send food or empty food packaging into the facility. Parents are also requested not to use creams, sun creams, oils etc. On their child that may contain nut oil, e.g. arachis, as this may have severe consequences to another

child or member of staff.

- 9.7 We may make changes to these terms and conditions from time to time, and we will notify you in writing (including by email) if we make any changes to these terms and conditions.
- 9.8 If you wish to send us any notifications in relation to your contract with us, please send them to your Pre-school manager marked for the attention of the Pre-school manager. If we send any notifications to you in relation to these terms and conditions, we shall do so in writing to either the postal address or email address you have notified to us for correspondence.
- 9.9 These terms and conditions, and our contract with you, are governed by English Law and both of us agree to submit to the exclusive jurisdiction of the English courts to deal with any matters arising out of or in connection with the contract.

**10. Data protection**

10.1 For the purpose of this clause 10 "Data Protection Law" means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation (EU) 2016/679) and the Data Protection Act 2018, and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to the use of personal data (including, without limitation, the privacy of electronic communications).

We will:

- 10.1.1 be lawful, fair and transparent in relation to how personal data is collected, stored and processed;
- 10.1.2 ensure we only collect personal data for specified, explicit and legitimate purposes;
- 10.1.3 use our best efforts to ensure all personal data that we hold is accurate and correct;
- 10.1.4 ensure we do not hold personal data for longer than is necessary for the purposes it was collected (being the fulfilment of our contractual and legal obligations to you and your child);
- 10.1.5 take appropriate technical and organisational security measures to protect personal data;
- 10.1.6 take all reasonable steps to ensure all partners, contractors and third parties who process any personal data on behalf of Little Bear Cubs Pre-school, do so in accordance with the requirements of the GDPR;
- 10.1.7 process personal data in a manner that ensures such personal data is kept safe and secure, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage;
- 10.1.8 ensure all personal data provided to us shall only be used for the purposes of fulfilling our obligations under this contract, fulfilling our legal obligations and any other express instructions you provide to us; and
- 10.1.9 process personal data in line with your rights under the GDPR and in accordance with the terms of our Privacy Policy (available on our website). Our Privacy Policy explains what your rights are under the GDPR and how you can exercise those rights in relation any personal data we hold about you or your child.

When you sign the Application Form, you are confirming you have read and understood these terms and conditions and agree to comply with them.

**CANCELLATION FORM**

To: Little Bear Cubs Pre-school

I/we hereby give notice that I/we wish to cancel my/our contract with you for the supply of childcare services which I ordered from you dd/mm/yyyy

Name of customer: .....

Address of customer: .....

Pre-school name: .....

Child's name: .....

Signature of customer: .....

Date: