

TERMS AND CONDITIONS
Updated 12th November 2024

1. Definitions

1.1. The definitions below apply in these terms and conditions.

1.1.1. “Child”

The child or children who attends or will attend the nursery.

1.1.2. “You”

The person, firm or company who purchases Services from us.

1.1.3. “Services”

The services of a nursery together with any other services which agree to provide to you.

1.1.4. “Us”

Minoa Treetops Ltd (trading as Treetops Nursery)

1.1.5. Any reference to “writing” or “written”

Communication through email addressed to the nursery manager with the condition that such communication is confirmed as received. It explicitly excludes any form of communication transmitted via telephone messaging services.

1.2. Any requirement in this contract for either party not to do something includes an obligation on that party not to allow that thing to be done.

2. Formation of the Contract

2.1. A contract for the Services will be formed between you and us once:

2.1.1. You have paid the Registration Fee,

2.1.2. You have signed the Agreement Form,

2.1.3. We have confirmed to you in writing that your application has been successful.

2.2. The Registration Fee is non-refundable.

2.3. These terms and conditions govern the contract between you and us for the Services. No other terms apply unless they are in:

2.3.1. A policy issued to you by us,

2.3.2. A letter that is signed by both you and us.

3. Duration of the Contract

3.1. The contract may only be terminated if the full notice period is provided by the terminating party.

3.2. The notice period for this contract is four weeks. This means that if you want to terminate the contract, you must provide notice that extends for four full weeks from the date of your notice. For example, if you decide on the 15th of September that you want to terminate the contract, your notice period will extend until the 13th of October.

3.3. Verbal notice will not be accepted.

3.4. This contract may be terminated immediately under certain circumstances, such as a breach of contract. Details regarding termination are outlined in the 'Termination' section.

3.5. You are liable for all fees during the notice period.

4. Suspension of the Services

4.1. If the Services are suspended for a period of more than one month, either of us may terminate the contract by giving the other notice.

4.2. If nursery fees are not paid in full by the due date, the nursery reserves the right to suspend its services until all outstanding fees are paid. You will still be responsible for any fees that accumulate during the suspension period and cannot hold the nursery liable for any disruptions or inconveniences caused by the suspension.

5. Our Obligations

5.1. We will use all reasonable efforts to provide the Services to you, in accordance with these terms and conditions and any other documents referred to in Clause 2.4.

6. Your Obligations

6.1. You must provide to us such information as we may reasonably require about the Child including but not limited to:

- 6.1.1. Any known medical condition, health problem, allergy, or diagnosed dietary requirement.
- 6.1.2. Any prescribed medication.
- 6.1.3. The lack of any vaccination which the Child would ordinarily have by their age.
- 6.1.4. Any family circumstances or court orders which might affect the Child's welfare or happiness.
- 6.1.5. Any concerns about the Child's safety.
- 6.1.6. Your contact details, and those of any other person with Parental Responsibility for your child.
- 6.1.7. The contact details of any authorised persons who may collect the Child.
- 6.1.8. The reason for any absence from the nursery.
- 6.1.9. Any information that is necessary for us to provide adequate nursery care to your child.
- 6.1.10. Parents/carers must disclose any current or past involvement with social care or other external agencies. If there are active cases, you must provide the name and contact details of the lead social worker.
- 6.2. You must ensure that these details are accurate and keep these details up to date, by promptly informing us whenever they change.
- 6.3. If your actions or lack thereof impede or delay our ability to fulfil our contractual obligations, you cannot hold us accountable or seek damages for any resulting consequences.
- 6.4. You shall not employ (or attempt to employ) any member of our staff without our consent, until twelve months from the end of this contract.
- 6.5. If consent is given for you to employ a staff member for any service whilst they are employed at the nursery (for example babysitting services):
 - 6.5.1. You understand that this is done so independently and not as part of the staff member's employment at the nursery.
 - 6.5.2. You understand that these services are separate from the nursery's operations, and the staff member is not to be considered an employee of the nursery during these activities.

- 6.5.3. The nursery holds no responsibility for any incidents that may occur whilst the staff member is employed by you.
- 6.5.4. The nursery does not provide any insurance coverage for any incidents that may happen whilst they are employed by you.
- 6.5.5. If the services you employ them for affect the staff member's performance in their nursery job, the nursery reserves the right to withdraw its consent for you to employ the staff member.
- 6.6. You must treat all members of the nursery community with respect. Violent behaviour or offensive language towards any adult or child will not be tolerated, nor will the threat of violent behaviour. This includes any aggressive, abusive or threatening emails or text/voicemail/phone messages.
- 6.7. You must refrain from any defamatory, offensive or derogatory comments regarding the nursery or any of the children/parents/staff on any social networking sites.
- 6.8. You must refrain from posting any photographs published on Family which show the image or part-image of a child or person (including the staff team) for whom you do not have Parental Responsibility.
- 6.9. You must abide by our policies.

7. Fees and Payments

- 7.1. Fees are due even if the Child is absent, including on a booked holiday.
- 7.2. We reserve the right to claim for funded hours that fall on bank holidays.
- 7.3. We reserve the right to amend our fees. We will inform you of any changes with at least one month notice.
- 7.4. Extra sessions will be charged for (at the current price list rate). Charges for ad hoc sessions will be added to the following month's invoice.
- 7.5. The swapping of sessions is not permitted.
- 7.6. The fees must be paid in advance before the start of month in which the services will be provided unless payment terms specify otherwise.
- 7.7. All payments must be made by bank transfer, tax-free childcare, childcare vouchers or the Family App. We do not accept cash payments or payments via cheque.

- 7.8. No payment shall be deemed to have been made until it is cleared into our bank account.
- 7.9. If fees are not paid and/or alternative arrangements have not been agreed with the nursery late fees may be applied and admittance to the nursery may be suspended or withdrawn:
 - 7.9.1. If payment is not received by the 5th of the month, a late fee of £25 will be applied. An additional late fee of £25 will be applied if the payment remains outstanding beyond the 14th of the month.
 - 7.9.2. If payment is not made within 14 days, then entry to the nursery setting will be refused, and your child's place suspended until payment is received.
 - 7.9.3. If payment is not received within 20 days, the place may be withdrawn permanently.
- 7.10. If you owe us any money and are due a payment from the nursery or make a claim against us, we may set off what you owe us against what you are claiming from us.
- 7.11. If any costs are incurred in efforts to recover fees, including but not limited to legal fees or fees associated with third-party debt collection agencies, the responsibility for covering such costs shall rest with you.
- 7.12. If your place has been withdrawn permanently due to unpaid fees, any outstanding balance shall accrue interest at a rate of 10% per annum.

8. Changing Sessions

- 8.1. You are required to give us one full calendar month's written notice of a reduction in the number of sessions you require.
- 8.2. If you decrease your child's attendance, you cannot increase sessions within a 3-month period following the reduction. This measure is in place to prevent the misuse of session reductions as a means to bypass the policy regarding payment for holiday absences by families. Exemptions to this clause may be requested and will be considered on a case-by-case basis.
- 8.3. In exceptional circumstances, we reserve the right to amend your session plan with a month's written notice if we believe it is in the best interest of your child.

9. Funding

- 9.1. When using funded hours, you are required to complete and sign a Parental Declaration Form each term, providing details on how and when you will take up the free sessions. Additionally, you must supply an active code every term. Failure to provide the form and an active code will result in the funding not being applied, and full fees will be charged.
- 9.2. Our standard nursery fees will not be charged for funded sessions, but we are entitled to make a charge for Additional Services provided during any funded sessions.
- 9.3. Additional Services are charged whenever funded hours are used at the nursery. This is because the funding we receive from the Department of Education is used to provide education and childcare but does not cover the cost of consumables such as additional resources, supplies, training and teaching staff beyond the minimum requirement of the EYFS.

10. Community Hours

- 10.1. If you are unwilling or unable to pay for Additional Services you can apply for Community Hours. Community Hours are completely free of charge for all funded hours.
- 10.2. There is limited availability of Community Hours and the amount of Community Hours given each year is entirely at the discretion of the nursery. More information can be found on the nursery's Funding Policy.

11. Registration Fees

- 11.1. No Registration Fee is charged for children who start at the nursery with an agreement in place that they will receive Community Hours instead of being charged Additional Services.
- 11.2. No Registration Fee is charged for children who start at the nursery with 2-year funding designated for vulnerable families. This funding is means-tested and separate from the standard 2-year-old funding.
- 11.3. If you have already paid a Registration Fee and you are later awarded Community Hours or 2-year funding for vulnerable families, the Registration Fee is not refundable.

12. Welfare of the Child

- 12.1. We will do all that is reasonable to safeguard and promote the Child's welfare and to provide care to the standard required by law.
- 12.2. We will respect the Child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our nursery and the rights and freedoms of others.

- 12.3. You consent to the nursery employing an appropriate level of physical contact for teaching, guidance, and comforting the child during times of distress or when necessary to ensure the safety and well-being of all children.
- 12.4. If your Child is not potty trained, you must provide nappies, wipes and creams as required.
- 12.5. If your Child is joining the nursery before they have been weaned:
 - 12.5.1. You must provide sealed, labelled formula milk for bottle feeding babies which will be stored at the nursery or labelled breast milk which will be stored in the fridge.
 - 12.5.2. You must keep the nursery updated with the Child's weaning journey to ensure appropriate care and meal planning.

13. Health and Medical

- 13.1. If the Child becomes ill during the nursery session the nursery will contact you or the emergency contact indicated on the Enrolment Form. You must inform us immediately of any changes to these contact details.
- 13.2. The nursery reserves the right to request that children be collected if it is felt in any way that they are not well enough to attend. We base our exclusion policy on governmental guidelines. However, it is nursery policy that we can refuse admittance to children who have a high temperature, sickness, diarrhoea or a contagious infection or disease regardless of the guideline exclusion periods if we feel the risk to the other children and staff is significant.
- 13.3. You must read our Sickness and Medication Policy and understand the nursery's and your responsibilities.

14. Food and Dietary Requirements

- 14.1. We will work with you to provide suitable food for your Child if they have a special dietary requirement or any allergies.
- 14.2. All reasonable care will be taken to ensure that a Child does not come into contact with foods identified as restricted due to special dietary requirement or allergies.
- 14.3. The price of snacks and meals is included in our Fees or Additional Services Fees.

- 14.4. We do not allow parents/carers to bring in their own food. This is to ensure all children have access to a healthy and nutritious diet, to control the presence of allergens and to avoid having confectionary and 'treats' in the rooms which can be disruptive to other children's willingness to eat the healthier options on offer. If there are special health considerations for you to bring in your own food, these will be considered on a case-by-case basis. There is no reduction in Fees or Additional Services Fees if you bring in your own food.

15. Reporting of Neglect or Abuse

- 15.1. We have an obligation to report to the relevant authorities any suspicions we have that your Child has suffered neglect or abuse, and we may do without your consent and/or without informing you.

16. Limitation of Liability

- 16.1. This clause sets out our (and our employees', agents', consultants' and subcontractors') liability to you in respect of the contract (including any breach of it, any statement we make to you about it, our termination of it). All terms implied by law are, to the fullest extent permitted by law, excluded or deleted from the contract.
- 16.2. We shall not be liable for:
- 16.2.1. Any loss or damage to any toys, equipment or bags, clothing etc. you may bring into our nursery.
- 16.2.2. Loss of any profits, or consequential loss.
- 16.3. Our maximum liability for any issues related to our services is limited to the total fees you have paid us.

17. Data Protection

- 17.1. You agree that details of your name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of us in connection with the Services.
- 17.2. By enrolling your child, you consent to the use and storage of your personal information in accordance with our Privacy Notice.

18. Collections and Security

- 18.1. Children will only be released to authorised individuals in accordance with our Pick Up and Drop Off Policy.
- 18.2. If there is any change to the individuals who have been authorised to collect your child, you must inform the nursery immediately.

- 18.3. A late pick-up fee will not be charged for the first instance of being late. However, for any subsequent occurrences, a fee of £10 will be charged for every 10 minutes you are late.
- 18.4. Late collections are monitored by the nursery team (not by Family sign-outs).
- 18.5. Parents must contact the nursery as soon as possible if there is going to be a delay in collecting a child.
- 18.6. If a child has not been collected from the nursery within 5 minutes after their scheduled pick-up:
 - 18.6.1. The nursery will attempt to contact the parents/carers using the provided contact numbers.
 - 18.6.2. If unsuccessful, the manager will contact the emergency contacts listed on the child's records after 10 minutes.
- 18.7. In the event of no contact being made after 30 minutes has lapsed, the person in charge will ring the police.

19. Complaints, Concerns and Communication

- 19.1. Please address any complaint to your Child's Key Person or Room Leader in the first instance. If the matter is not resolved within a reasonable period, please refer it to the nursery manager. Please also refer to our Complaints and Compliments Policy.

20. Termination

- 20.1. Without restricting any other legal rights which the parties may have, the contract may be terminated immediately and without liability immediately by giving written notice if:
 - 20.1.1. You have a payment overdue by 20 days or more.
 - 20.1.2. One or the other party commits a material breach of any of the terms of the contract and fails to remedy that breach within 30 days of that party being notified in writing of the breach.
 - 20.1.3. If you stop paying your debts, threaten to stop paying them, admit you can't pay them, or we determine there is no reasonable expectation of you being able to pay your debts.
 - 20.1.4. On termination of the contract for any reason:

20.1.4.1. You must immediately pay all outstanding invoices and late fees and, in respect of Services supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt.

20.1.4.2. Any clause in these terms and conditions which implicitly is intended to survive termination shall continue in force.

21. Events Beyond our Control

- 21.1. In exceptional circumstances, such as severe weather (e.g., flooding, snowstorms), public health emergencies (e.g., COVID-19 outbreaks), or situations where the safety of our children or staff is compromised, we may need to close the nursery. This decision will be made with careful consideration and may be necessary even if our insurance does not provide full coverage. In these cases, fees may still apply to cover essential operational costs.
- 21.2. If you choose to temporarily keep your child out of the nursery for any reason, such as to shield them from the risk of illness exposure at the nursery, if they have a long-term medical absence, or if you are required to do so by government guidelines, you will still be charged 100% of your fees.
- 21.3. In the event we are short staffed and are unable to operate within the required practitioner to children ratio we reserve the right to change your booked sessions to ensure we are compliant with government guidelines. We will only enact this clause when there is no possibility for existing staff to work overtime and there is no availability of bank staff or agency staff. We will always ask parents/carers to volunteer to change sessions before enacting this clause, and we will always prioritise places for vulnerable children and the children of key workers.

22. Invalid Clauses

- 22.1. If any part of the terms and conditions are found by any court or similar authority to be invalid, illegal or unenforceable, that part shall be struck out, but the rest of the terms and conditions shall apply.

23. Changes to Terms and Conditions

- 23.1. We may change these terms and conditions with immediate effect where such a change arises from changes in regulations or legislation affecting us.

23.2. We may change these terms and conditions provided we give you at least one full term's written notice of our intention to do so.

23.3. Changes to the Terms and Conditions will be communicated via the Family App.

24. No Other Terms

24.1. All parties agree they are bound by what's written in the terms and conditions, unless one party can prove the other intentionally deceived them.

25. Assignment

25.1. If your Child is accepted into the nursery, the offer applies only to that specific child. You cannot transfer your rights or responsibilities under the terms and conditions to anyone else without our written permission.

26. Rights of Third Parties

26.1. A person who is not a party to the terms and conditions shall not have any rights under or connection with them.

27. Governing Law and Jurisdiction

27.1. The terms and conditions, and any dispute or claim arising out of them or in connection with them, shall be governed by the law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.