

## Terms and Conditions

### Definitions

"The Parties" means all trade names associated with Grandir UK and the Parent which includes a Guardian or other legal representative of the Child.

"Child" means the child/children detailed on the Registration Form.

"The Act" means any legislation relating to the provision of nursery services to children.

"Day Care Nursery" means the premises at which Day Care provision is provided.

"Day Care Nursery Provision" means the provision to the Child of quality nursery care of a standard equal to, or higher than that set out under The Act and in accordance with the requirements of the Early Years Foundation Stage as regulated by the Early Years Directorate within the Office for Standards in Education (Ofsted).

"Registered Childcare" means providers registered by Ofsted.

**The Agreement:** A signed and fully completed Registration Form must be received by the Day Care Nursery before a Child can be registered for day care nursery provision.

**Registration Fee:** A non-refundable registration fee is required to secure your Child's place. This is payable at the time of registration via a debit or credit card or bank transfer. Registration fees vary depending on location.

**Fees:** In return for The Parties providing Day Care Nursery Provision to the Child, the Parent agrees to pay the agreed Fee monthly in advance by Direct Debit or FamilyPay on the 1st working day of each calendar month, or by such other method as is mutually agreed between The Parties in writing. If payment is made by any childcare tax incentive scheme, we require these to be set up to ensure receipt of funds are released on or before the first day of the month to which they relate. We require payment to terms. Payment must be made on time, and without any deduction, set off or counterclaim. In the event an account is outstanding, we reserve the right to refuse admission and refer the matter to our debt collection agents, which will incur a surcharge of the debt plus VAT at the prevailing rate. You agree that you will be legally liable to pay us that surcharge, and that payment of the same can be enforced against you in court. You also agree to pay interest at the relevant reference rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998, which interest is payable both after and before any judgment of the court and continues to accrue. A £25 administration fee may be levied each month if payments are not made by Direct Debit. We reserve the right to charge a £25 administration fee for failed direct debits or returned cheques. For security reasons the Day Care Nursery is not able to accept cash payments.

**Invoicing:** All invoices are raised at least 3 working days prior to the 1st of each month and are billed based on 51/51.2\* weeks of the year that we are open, averaged into 12 monthly payments\*\*. Monthly payments do include bank and public holidays, which are payable in full despite closure. Extra sessions or additional charges will be invoiced separately. Fees are not charged for the one-week shut down over Christmas, but all other Bank Holidays are chargeable along with any other days whereby the Child cannot attend i.e., due to illness or holidays. One month's notice will be given before any fee increase is implemented. A sibling discount\* is offered on the elder Child only and will be deducted off the elder Child's invoice during the period when all siblings are attending the nursery.

\*Leap year calculation. \*\*Fees for Dicky Birds Breakfast and After School club are based on the length of the school year (usually 38 weeks) and spread over 6 half terms.

**Funding Entitlements:** The Early Years Entitlement funding is intended to deliver free, high quality, flexible childcare. It is not intended to pay for the costs of meals, drinks, snacks, other consumables, extra hours or additional activities, therefore you will receive a monthly charge even when claiming funding. The additional charges are published. We offer free entitlement sessions where no additional charges are applied. Whilst a Child is in receipt of the early Years Entitlement sessions, no other discounts will apply.

**Late charge:** Failure to collect a Child on time will result in a charge to cover staff and nursery costs as follows: £15.00 for every part of or full 15-minute periods A willingness to forego such fines on one occasion will not affect the future right to revert to the above policy.

**Notice to Terminate or Cancel:** The Parties of this Agreement shall be entitled to terminate their obligations hereunder by giving not less than 8 weeks\*\*\* prior written notice of their intention to do so. Parents remain liable for fees throughout the notice period even if the Parent withdraws the Child from the Day Care Nursery Provision during this notice period. Change of Sessions If the Parent wishes to change the number of sessions, one month's notice in writing is required\*\*\*. The changing of sessions is only permitted on a permanent basis for which the normal notice period is required. For the avoidance of doubt, a permanent booking pattern is defined as a minimum of 4 weeks' duration. If a booking pattern reverts during this minimum period, we reserve the right to charge the original booking pattern for the whole period.

\*\*\* Notice to Terminate or Cancel/Change of Sessions: For Dicky Birds Breakfast and After School club, this should be a full half a term's notice.

**Temporary Interruption of Facilities:** The Parties acknowledge that they will not be under any liability or responsibility to the Parent or Child in respect of any temporary interruption in or temporary failure of or delay in providing Day Care Nursery Provision. If such failure or delay is caused by the temporary unavailability of staff, building or maintenance work to the Day Care Nursery, fire, abnormal weather conditions, Government action or regulations or by some other cause (whatever the description and not necessarily limited to the foregoing examples) beyond the reasonable control of The Parties no recompense will be made.

**Personal Data:** The Statutory Framework for the Early Years Foundation Stage requires us to collate information and maintain records about your child/ren including their full name, date of birth, most recent addresses, and telephone numbers for every parent and or carer who is known to the nursery, and information that relates to any person who has parental responsibility for the child, this includes who the child normally lives with and emergency contact details for parents and carers of the child. All information will be required at the time of registration. Should any of these details change during the time your child is registered with us, it is important that you

update the Nursery Management team immediately. Our Privacy Policy describes how we collect and use your personal information. A full and up to date Privacy Policy can be found on our [website](#).

**Parent/Carer Consent:** By signing you confirm you have read and agree to our Terms and Conditions.

<b>Parent or Legal Guardian Signature:</b>	<b>Parent or Legal Guardian Full Name:</b>
<b>Date:</b>	<b>Child's Full Name:</b>

**Trade names:** A full and up-to-date list is available on request.

**Date:** November 2023