PARENT CONTRACT

BY SIGNING THIS FORM OR BY USING OUR SERVICES YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO THE FOLLOWING TERMS AND CONDITIONS. In particular, we would like to draw your attention to the following sections: 7. Interest on Late Payments, 9. Funding Entitlements, 11. Late Charge, 12. Notice to Terminate or Cancel, and 15. Other Liability.

These terms and conditions ("**Terms**") govern Grandir UK's provision of early year childcare services for the Child or Children (as defined below). Nothing in these Terms is intended to, or functions to, limit your consumer rights at law.
These Terms are made between Grandir UK (and all associated trade names) ("**Grandir UK**", "**we**", "**us**", "**our**") and the parent, guardian or other legal representative of the Child ("**Parent**", "**you**", "**your**",), with each being individually referred to as a "**Party**", and collectively referred to as the "**Parties**".

1. DEFINITIONS

"**App**" means the Grandir UK app, accessible on the Google Play Store and Apple App Store.

"**Child**" means the child as detailed on the Registration Form (and "**Children**" shall be construed accordingly).

"**Day Care Services**" means the provision of quality nursery care of a standard equal to, or higher than that set out in Legislation, 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**").

"**FamlyPay**" means the method of payment for Day Care Services accessible from the Grandir UK app.

"**Funding**" means the childcare funding programmes provided by the government to Day Care Services.

"**Legislation**": relevant legislation in the applicable territory which governs the services provided by Grandir UK specifically applicable to early years' childcare.

"**Nursery**": the premises at which Day Care is provided, as further noted on your Registration Form and similarly noted on the welcome email sent to you upon registration.

"**Price List**": Our list of fees, available to current and prospective customers upon enquiry.

"**Providers**" means childcare providers registered by Ofsted.

"**Registration Form**" means the form you sign before enrolling a Child in a Nursery or for other Day Care Services.

"**Settle Pack**" means the form you fill out at our first face-to-face meeting following registration.

Definitions in the singular form shall also include the plural form, and vice versa, unless otherwise noted in these Terms.

2. UPDATES TO THESE TERMS

We may have updated these terms since you last reviewed them. We will do our best to keep you updated of any changes to these Terms once you have signed up with us. Upon sending copies of any updated terms and conditions, unless we are advised otherwise, your ongoing use of the Day Care Services shall indicate your acceptance of such new terms and conditions.

3. REGISTRATION AND ONBOARDING

A signed and fully completed Registration Form must be received by the Nursery before a Child can be registered for Day Care Services. We will also collect information regarding you and your Child through the Settle Pack. For more information about the information we collect, please refer to our Privacy Policy. You are responsible for ensuring the information on the Registration Form and Settle Pack is true and accurate.

4. ADMINISTRATION FEE

A non-refundable administration fee is required to secure your Child's place at a Nursery and covers the set up and administration time to ensure your Child is enrolled in the Day Care Service. You have the right to communicate your intention to remove your Child from the Nursery within 14 days of signing these terms and if you tell us within this time period, provided that Day Care Services have not started for your Child, we will issue a refund of the amount you have paid for the administration fee (and any other fees you have paid). You expressly consent to waive your right to early cancellation of these Terms and a refund of fees paid if Day Care Services have already started. The administration fee is payable at the time of registration via any debit card or bank transfer. Administration fees vary depending on location, but we will make you aware in advance of the applicable fees.

Parents in receipt of 2-year-old Government Supported Childcare Funding who receive some form of support and receive certain benefits, and those parents that have not taken additional paid hours outside of the funding hours, are not charged an administration fee. Instead, we charge a refundable deposit to eligible Parents to ensure that a Child's place is taken up. Please note: if a Child's place is not taken up following payment of the deposit, we reserve the right to retain such deposit at our discretion. A deposit is refunded 28 days after the Child's place is taken up.

5. OUR FEES

Our fees are based on the number of days your child attends our Day Care Services. To ensure full transparency, our charges are itemised and consist of two components:

- **Core Provision** – Core provision refers to the environment, resources, and daily experiences provided in line with the Early Years Foundation Stage (EYFS) framework.
- **Everyday Essentials Package** – covering additional services and items not included within the funded entitlement.

Please note discounts (including sibling or promotional discounts) do not apply to the Everyday Essentials Package.

A full Price List is available on request. We encourage all families to contact us directly to discuss which elements of our fee structure may apply to their individual circumstances.
You can reach us by phone on **0800 028 4500** or by email at **parentengagement@grandiruk.com**.

6. HOW AND WHEN TO PAY FEES

In return for Grandir UK providing Day Care Services to the Child, the Parent agrees to pay the applicable fee monthly in advance by Direct Debit or FamlyPay 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. Payment must be made on time, and without any deduction, set off or counterclaim. Please note: we are not responsible for FamlyPay or your use of FamlyPay, nor do we endorse FamlyPay in any way – we simply offer this payment method as an alternative to Direct Debit.

7. INTEREST ON LATE PAYMENTS

In the event an account is outstanding, we will first try to get in touch with you and obtain the outstanding payment/s. If we cannot get in touch with you, if the account remains outstanding, or if you

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repeatedly pay late or refuse to pay, 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. If you are more than fourteen (14) days late with payment, we reserve the right to charge interest at a daily rate of 2%, which interest is payable both after and before any judgment of the court and continues to accrue. We reserve the right to charge a £25 administration fee for failed direct debits or returned cheques. For security reasons the Nursery is not able to accept cash payments. We reserve the right to waive the fees in this section in our sole discretion.

8. INVOICING

We reserve the right to increase fees; however, we will always aim to provide you with at least one month's notice before any fee increase is implemented, and we are available to discuss your individual circumstances. All invoices are raised at least three working days prior to the 1st of each month and are billed based on the number of weeks of the year the Nursery is open, averaged into 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. 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. If the Parent wishes to change their booking pattern mid-month, sessional billing will be applied for the first month of the new arrangement. After that, the usual monthly billing will resume.

9. FUNDING ENTITLEMENTS

Families eligible for Funded childcare hours will be required to complete a separate Parent/Carer Agreement Form, as provided by the relevant Local Authority. This form is essential for accessing funded hours and must be returned in line with local authority deadlines.

The Funded hours cover the cost of Early Years education and care during the agreed hours only. They do not include the cost of Catering, Consumables or our Enrichment Experiences provided as part of our Everyday Essentials package. These items are chargeable and will be detailed clearly on the Price List with the exception of fully funded sessions which are available without any additional charges.

10. COLLECTION OF THE CHILD

The Parent agrees to deliver and collect, or arrange for the delivery and collection, of the Child to and from the Nursery within stated hours applicable for the sessions your Child attends, as communicated to the Parent by the Nursery.

Please refer to the Grandir UK website for the opening times of all of our Nurseries.

If the Parent is 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 in writing and include a full name and photograph of collector. Please refer to our Collection & Non-Collection of Children Policy for further information.

11. 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.

12. NOTICE TO TERMINATE OR CANCEL

The Parties shall be entitled to terminate their obligations under these Terms by giving not less than 8 weeks prior written notice of their intention to do so. This notice period applies from the point at which the child is registered for Day Care Services. Any parents in receipt of funded only sessions and do not take additional paid hours outside of the funding hours, this notice period is reduced to 4 weeks. **Parents remain liable for fees throughout the notice period even if the Parent withdraws the Child from the Nursery during this notice period.** Grandir UK reserves the right to waive payment of such fees in its discretion.

We reserve the right to review and amend the allocation of nursery places on a termly basis (typically every three months). Where a change to your child's sessions or continued place is being considered, we will give you a minimum of 4 weeks written notice and will always aim to work with you to explore alternative options where possible.

In exceptional circumstances, we may terminate these Terms sooner than the period outlined above or suspend these terms at our election. Such circumstances may include but will not be limited to: repeated breach of these terms, incorrect or false details on a Registration Form, rude, inappropriate or aggressive behaviour of the Parent or Child, our legal obligations, directions made by a local authority or government agency, or any other reason as determined by Grandir UK in our sole discretion. In these circumstances, we will endeavour to communicate reasons for termination to you as soon as practicable. If we choose to terminate these Terms in exceptional circumstances, we will provide you with a refund of fees which have been paid for services not rendered, on a pro-rated basis.

13. CHANGE OF SESSIONS

If the Parent wishes to change the number of sessions, or their booking pattern (e.g. from Mondays to Tuesdays) 8 weeks' notice in writing is required. The changing of sessions or pattern is only permitted on a permanent basis and is subject always to such changes being compatible with applicable Legislation and availability. For the avoidance of doubt, any changes you request will be implemented for a minimum period of 8 weeks. If a booking pattern reverts during this minimum period, we reserve the right to charge the original booking pattern for the whole period.

14. PERSONAL PROPERTY AND BELONGINGS

Grandir UK does not accept liability for any personal items lost or damaged during the course of normal business on the premises of the Nursery or its surrounding areas. It is the Parent's responsibility to name and clearly label all items of clothing and ensure that their Child wears practical clothing when attending the Nursery.

15. OTHER LIABILITY

We are not responsible for any business losses, indirect, consequential or special damages, or loss of profits which you may suffer as a result of the provision or non-provision of Day Care Services or the termination of these Terms.

Nothing in these Terms limits our liability for death or personal injury resulting from our negligence or fraud. Further, nothing in these Terms is intended to limit our liability in respect of anything which cannot be so limited under the law.

16. ILLNESS

Grandir UK reserves the right to refuse admittance to the Nursery and the right to suspend the Day Care Services to the Child if, in the opinion of Grandir UK, the Child is not fit due to illness, or any other medical reason, to attend. Please see our Medicine & Illness Policy for further information.

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17. PARENTAL PARTICIPATION

Grandir UK shall take reasonable steps to allow and encourage the Parent to have access to the Nursery and the Child during the Nursery's opening hours. To support working in partnership with parents and other Providers, the Nursery will contact any other provision the Child attends to gather and share assessments of the Child's development and learning. Such contact is made at the Nursery's sole discretion, and Parents should ensure that the Nursery is made aware of the contact details of any third parties whom the Nursery should attempt to contact.

18. TEMPORARY INTERRUPTION OF FACILITIES

The Parties acknowledge that Grandir UK 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 Services. If such failure or delay is caused by the temporary unavailability of staff, building or maintenance work to the Nursery, fire, abnormal weather conditions, disease, 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.

19. STAFF

Parents should recognise that the success of the nursery in providing quality childcare is, in large part, dependent upon the continuity of staff remaining in our employment. Parents using the nursery therefore agree not to engage our staff in a childcare capacity outside of their employment with Grandir UK during the period in which those staff members are employed, or for a period of 3 months from the date of them leaving the employment of Grandir UK. **Due to the damage, we suffer from losing a critical employee, if you breach this Clause 19, you may be liable to pay three months' worth of nursery fees, based upon the full weekly fee rate for babies as set-out in our Price List.** For the avoidance of doubt, this sum shall be used as the agreed quantum of damages suffered by the nursery regardless of the age of your child/children and/or whether or not you have been instrumental in enticing the staff member away from our employment.

20. COMPLAINTS

We always strive to provide the best possible Day Care Services, and we hope that you agree. If you have any complaints or concerns, please reach out to your Nursery in the first instance.
If your complaint or concern remains unresolved, or if you are unable to contact your Nursery, please feel free to contact us via telephone: **0800 028 4500** or by email: parentengagement@grandiruk.com
Please refer to our Complaints Policy for further information.

21. PERSONAL DATA

The Statutory Framework for the Early Years Foundation Stage requires us to collate information and maintain records about your Child or Children 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.

22. CONTACT US

The best way to contact us is via the Grandir UK app, however we can also be contacted via email at customerservices@grandiruk.com, or over the phone: **0800 028 4500**. Our phone lines are operated between the hours of 8:30 am and 5:30 pm on Mondays to Fridays, excluding public holidays.

Our UK support office is located at:
Tuscany House
White Hart Lane
Basingstoke
Hampshire
RG21 4AF

23. OTHER

These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This contract is between you and us; no one else can enforce it.

These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

If a court, or similar authority decides that some of the terms contained herein are unlawful, the rest will continue to apply.

24. PARENT/CARER CONSENT

By signing below, you confirm you have read and agree to our Terms.

Parent or Legal Guardian Signature:	**Parent or Legal Guardian Full Name:**
Date:	**Child's Full Name:**