

# Terms and Conditions

BHK Childcare Ltd is a company registered in England and Wales. Our company registration number is 06269349 and our registered office is at 305 Regents Park Road, Finchley, London N3 1DP. We trade under the name Monkey Puzzle Day Nursery Ealing. In these terms and conditions, a reference to 'us/we/our' refers to BHK Childcare Ltd trading as Monkey Puzzle Day Nursery Ealing.

## Our Contract With You

1. These are the terms and conditions on which we supply childcare services to you.
2. Please ensure that you read these Terms carefully, and check that the details on the attached Application Form and in these Terms are complete and accurate, before you sign and submit the Application Form.
3. When you sign and submit the Application Form to us, this does not mean we have accepted your request for us to provide childcare services to you and does not guarantee that a place will be available for your child. These Terms will become binding on you and us when we contact you to confirm that we are able to provide you with childcare services, at which point a contract will come into existence between you and us. If we are unable to supply you with childcare services, we will inform you of this as soon as possible.

## Fees

4. In order to register your child at the nursery you will be charged a non-refundable administration fee for each child of £100.00. This fee will not guarantee your child's place at the nursery.
5. We charge a deposit on the basis of the proposed attendance and such fee shall be deducted from your final payment of the fees due.
6. The nursery is open for 51 weeks of the year. Subject to conditions 16-19, full time places are charged for only 50 weeks, otherwise fees are calculated on the basis of the weekly charge for the number of sessions that are proposed to be attended, multiplied by 51 (weeks) and then divided by 12 (months) to create a fixed monthly fee. The monthly fee that will be chargeable in relation to your child will be notified to you in advance of your child starting at the nursery.
7. All fees are charged a month in advance and must be paid by direct debit and will be collected on or around the 1st of each month to which they relate. Fees will be the responsibility of the person named on the Application Form.
8. Fees are payable during any periods of absence from the nursery, including sickness, holidays and during public and bank holidays and on occasions when the nursery may be closed due to

circumstances beyond our control.

9. Prices quoted per child are for a full day (8.00am – 6.00pm (unless stated otherwise)), or a session (8.00am – 1.00pm or 1.00pm – 6.00pm) and include wipes, breakfast, lunch and tea. Extra sessions or full days (if available) outside the contracted weekly sessions must be paid for at the time of booking. A 7.30am drop-off is available for an additional charge; please speak with Management for more information.
10. We operate a 'minimum number of sessions' policy to ensure your child/children settle in to the nursery routine and gain maximum benefit from their time there. These are 2 sessions or 1 full day per week.
11. One full calendar month's written notice (unless confirmed or agreed otherwise) is required if you no longer require your nursery place, if you wish to withdraw your child from the nursery or if you wish to reduce the number of sessions your child attends the nursery. Fees are payable during this notice period.
12. Fees are also payable if there is any delay taking up the nursery place once the place has been confirmed.
13. We reserve the right to charge interest on late fees at the statutory rate calculated daily, or rate of interest set by the court (whichever is higher), plus an administration charge of £25 unless stated otherwise. By signing the Application Form you are agreeing to us recovering any costs incurred in the recovery of late or unpaid fees, including but not limited to legal and court fees. Children may be excluded from the nursery if fees remain outstanding more than 14 days beyond their due date and registration may be terminated.
14. We may review our fees from time to time and may take the decision to increase them. If we do so, we shall give you at least one full calendar month's written notice of the revised fees and of your revised monthly fee. If you do not want to pay the revised fees and wish to cease using our childcare services, you can bring this contract to end by providing us with one full calendar month's written notice.
15. Parents/guardians collecting children late from nursery will be subject to a surcharge of £5 per 15 minutes (or part thereof) or whichever rate is advertised at the nursery.

## Free Childcare Entitlements

16. Upon you becoming eligible for free childcare through the "15 hour entitlement" for parents of 3 and 4 year olds, we will amend the monthly fee to take this into consideration in compliance with our agreement with the local authority.
17. If you are entitled to a further 15 hours of free childcare through the "30 hour entitlement" for parents of 3 and 4 year olds, you must have applied for your eligibility code. Once you have received your code, this should be given to us. By giving us the code and signing the Application Form you give us your express consent to contact the local authority in order to verify the code and to receive future confirmations and notifications from the local authority about the continued validity of your code.
18. The entitlement to free childcare through the 15 hour entitlement or the 30 hour entitlement relates to the provision of core childcare services only and does not cover the cost of meals or snacks, nappies, wipes, sun cream or other consumables, additional hours or the provisions of additional services, such as trips, which are required to be paid for separately by you.
19. The element of our services which will be free, and those which will be charged for, together with the amount to be charged, will be notified to you in advance.
20. Information about help paying for childcare can be found at [www.childcarechoices.gov.uk](http://www.childcarechoices.gov.uk).

## Suspension

21. We may have to suspend the provision of childcare services to you if:
  - a. you do not pay us when you are supposed to as set out in condition 7. This does not affect our right to charge you interest under condition 13; or
  - b. we deem the behaviour of your child to be unacceptable or likely to endanger the safety, health or wellbeing of our staff, other children or anyone else at the nursery.

## Termination

22. You may cancel the contract at any time by providing us with at least one full calendar month's notice in writing.
23. We may cancel the contract at any time by providing you with at least one full calendar month's notice in writing.
24. We may cancel the contract at any time with immediate effect by giving you written notice if:
  - a. you do not pay us when you are supposed to as set out in condition 7. This does not affect our right to charge you interest under condition 13;
  - b. you break the contract in any other material way and you do not correct or fix the situation within 15 days of us asking you to in writing;
  - c. we deem the behaviour of your child to be unacceptable or likely to endanger the safety, health or wellbeing of our staff, other children or anyone else at the nursery; or

d. we deem your behaviour to be unacceptable, including where you are verbally or physically abusive to any member of our staff.

## General

25. If a member of staff is sick you may be required to remain with your child while an alternative member of staff is deployed.
26. We do not accept responsibility for accidental injury or loss of property. Children should not bring their own toys into nursery. We maintain those insurances required by law, copies of which can be seen at the nursery. Nothing in these Terms excludes or limits the liability of us for death or personal injury caused by our negligence or the negligence of its officers, employees, agents, representatives or subcontractors (as applicable).
27. If your child falls ill during a nursery session, the manager will contact the parent/guardian. Parents/guardians are required to inform the nursery if your child is to be absent due to illness. You must comply with the nursery policies with regards to sickness.
28. On sunny days sun cream will be applied to your child for protection against sunburn.
29. You should be aware that from time to time we may take photographs within the nursery setting to be used for training or promotional materials. Please indicate when signing the Application Form containing these Terms whether you consent to our sharing any photograph on the internet, on social media or in any other promotional material. Photographs will not be used for any other purpose.
30. You should be aware that your child will be taken on regular outings which may be outside the nursery premises. If you do not wish your child to partake in such outings please inform the nursery manager.
31. For training purposes your child may be the subject of student observations during their college placements. The nursery will also make observations and keep records on your child. If you do not wish your child to be observed please inform the nursery manager.
32. The nursery has a responsibility to contact the local Safeguarding Authority should they have any concern that a child in their care may be the subject of neglect, ill treatment or abuse. This may be done without informing the parent/guardian.
33. We may transfer our rights and obligations under these Terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms.
34. These Terms are governed by English law. You and we both agree to submit to the exclusive jurisdiction of the English courts.

Name:

Signature:

Date: