



Tommy's Childcare Ltd, hereinafter referred to as, 'the nursery', 'our', 'we' or 'us' offer a definite/provisional place to the child referred to overleaf who is to join the nursery on the following terms. These terms and conditions relate to the contract between the nursery and the parent/carer. The headings in this agreement are inserted only for convenience and shall not affect its construction.

1. REGISTRATION

(i) A registration fee as referred to in the fee guide shall be paid by the parent/carer to the nursery on submission of the completed registration form and that fee shall not be returnable if such acceptance is later withdrawn by the parent/carer. The registration fee will be returned if the nursery cannot offer the place on the schedule and date required.

(ii) If there is a match between the days the nursery has available and the parent/carer's preferred choice of sessions, the parent/carer will be offered a place. To accept the place, the parent/carer is required to pay a £250.00 Acceptance Fee within three (3) working days. The £250.00 Acceptance Fee will be deducted from the parent/carer's first invoice. At the point the parent/carer accepts a place, the Registration Fee will become a non-refundable joining fee.

2. BOOKING PATTERNS AND SESSION AVAILABILITY

(i) For children attending three days or fewer per week, at least one of the booked days must be a Monday or a Friday. This helps ensure consistent attendance across the week and supports the operational planning of the nursery.

(ii) For children under the age of two years, only full-day sessions are available. This ensures continuity of care, supports children's wellbeing and development, and maintain consistent routines throughout the day.

3. PAYMENT OF NURSERY FEES

(i) Payment of nursery fees to the nursery for the child's attendance at the nursery shall be made by the parent/carer monthly, in advance, on the 1st of each month. If the 1st falls on a weekend, fees are due on the following Monday. Fees can be paid by standing order, childcare vouchers, Tax-Free Childcare scheme, or debit card.

(ii) If the payment of fees referred to in (i) above shall be outstanding for more than 14 days then the nursery may serve 7 days notice in writing to terminate this contract. Upon termination of this contract the child shall cease forthwith to be admitted to the nursery, and the nursery's notice to terminate shall be regarded as a formal demand for all outstanding monies.

(iii) The nursery reserves the right to increase said fees at any time upon giving one calendar month's written notice of the proposed increase to the parent/carer.

4. LATE PAYMENT AND DEFAULT

(i) The nursery will apply late payment charges as set out in the price list once an invoice has been outstanding for seven (7) days or longer and for each subsequent seven (7) day period until the contract is terminated.

(ii) The provision in (i) above will not apply if you have promptly contacted the nursery to dispute an invoice in good faith. No charges will accrue while such a dispute is ongoing.

(iii) If, once the contract has been terminated, there is an outstanding balance, the nursery reserves the right to claim interest to be levied at 4% per annum above the Bank of England base rate; calculated on a daily basis, compensation and reasonable collection costs. If proceedings are commenced or the outstanding balance is passed on to a third party debt collector, a minimum contribution of £100.00 (in addition to any fixed costs of issue) will be claimed towards the cost of collection.

5. CALCULATION OF FEES

(i) The nursery year runs from September 1st to August 31st. The nursery closes for one week at Christmas, all Bank Holidays and for one inset day per year.

(ii) Fees are calculated on an annual basis. The fees payable by the parent/carer are calculated by taking the child's weekly attendance fee, multiplying it by 51 (weeks of attendance) and dividing by 12 (months) to give a monthly payment figure which is required in accordance with clause 3(i). The nursery does not permit the payment of fees on a daily or weekly basis. Any payments made by a parent/carer upon this basis may be regarded by the nursery as a breach of the parent/carer payment obligations and the nursery reserves the right to terminate this agreement upon serving 7 days written notice of the parent/carer payment default. Upon the expiration of the said 7 days notice and the parent/carer having failed to remedy their payment default then the nursery shall be entitled to treat this agreement as terminated and the provision of clause 3(ii) shall apply.

(iii) The nursery does not permit the pro-rata reduction of payment fees if the child is absent from the nursery due to illness, Bank Holidays and family vacations whilst the nursery is open. The parent/carer is therefore obliged to make full payment. In the event of payment not being made then the nursery reserves the right to terminate this agreement in accordance with clause 3(ii).

(iv) All prices and discounts are correct at time of print, but may change at any time. We will inform parents/carers of any changes to our pricing by giving as much notice as is possible.

6. CANCELLATION AND TERMINATION

(i) After acceptance of the offer by the parent/carer but more than three (3) months in advance of the child's start date, either party may terminate this agreement by providing seven (7) days notice. The nursery will refund the £250.00 Acceptance Fee.

(ii) After acceptance of the offer by the parent/carer but more than one (1) month and less than three (3) months in advance of the child's start date, either party may terminate this agreement by providing seven (7) days notice. The parent/carer will be liable to pay a Cancellation Fee equal to the £250.00 Acceptance Fee.

(iii) After acceptance of the offer by the parent/carer but less than one (1) month before the child's start date, either party may terminate this agreement by providing one (1) month's notice. The parent/carer will be liable to pay a Cancellation Fee equal to the charge of one (1) month's attendance based on the child's agreed booking pattern. The £250.00 Acceptance Fee will be deducted from the Cancellation Fee.

(iv) After acceptance of the offer by the parent/carer and once the child's attendance has commenced, either party may terminate this agreement by the service of one month's notice in writing. During said one month period the nursery undertakes to continue to admit the child and the parent/carer undertakes to pay all fees due. In the event of the parent/carer failing to pay the month's fees the child's place shall be immediately withdrawn and the nursery shall be entitled to serve a formal demand for payment of such monies.

(v) In the event of the parent/carer giving notice of withdrawal of the child and immediately withdrawing said child there shall be due to the nursery one calendar month's fees in lieu of notice. Failure by the parent/carer to provide one calendar month's notice or any notice at all shall render the parent/carer liable to the nursery for one month's fees.

(vi) Notice must be in writing and delivered to the nursery manager.

(vii) If in the reasonable opinion of the nursery manager or person of similar standing or authority it is considered that the continued presence of the child referred to herein is detrimental to the health, safety or well-being of the child or other children of said nursery or the teachers/staff so employed then the nursery may serve notice to the parent/carer or request for the child to be immediately removed from the nursery and the provision of notice as referred to in sub-clauses (i), (ii), (iii), and (iv) herein stated shall not apply.

7. NON-SOLICITATION OF STAFF

(i) The parent/carer of the child, the subject of this registration form, hereby agrees that during the term of this agreement and for the period of six months following its termination (however so terminated) that he/she will not seek to employ, entice away or attempt to entice away from the employment of Tommy's Childcare Limited ('the Company') any person(s) employed by the Company at the date of termination of the agreement between the Company and the parent/carer or any person(s) who was employed by the Company in the six months preceding the date of termination of the agreement between the parent/carer and the Company. If the parent/carer shall breach the aforementioned clause then he/she shall indemnify the Company fully in respect of all and any costs, claims, damages and expenses incurred by the Company as a result of the aforementioned breach to include the cost of replacing said member of staff to include, but not limited to, agency fees, advertising costs, management time in interviewing and all such other costs reasonably and necessarily incurred by the Company in replacing the member of staff together with all legal fees and disbursements.

8. VARIATION

(i) There shall be no variation of this agreement unless it is in writing and made between a duly authorised representative of the nursery and the parent/carer, any such agreement being in writing from a Director of the Company.

(ii) It is hereby recognised that the nursery is owned by Tommy's Childcare Limited (hereafter called 'the Company') and the members of staff at the nursery are employees of the Company.

(iii) The employees of the Company at said nursery are not authorised to bind the Company in respect of the following matters:

- The variation of any terms of this agreement except attendance schedules.
- The entering into of agreements be they oral or written with the parent/carer as to payment schedules of current fees or arrears of fees.
- The acceptance of any offer as to the payment of fees or arrears of fees other than in accordance with clause 4.
- Any representation as to the rights of the Company to take legal or other proceedings.

9. OTHER TERMS

(i) The nursery will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond our reasonable control.

(ii) We may transfer (assign) our obligations and rights under these Terms and Conditions



(and under the Contract, as applicable) to a third party. If this occurs you will be informed by the nursery in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

(iii) You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the contract, as applicable) without our expressed written permission.

(iv) The contract is between you and the nursery. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision under these Terms and Conditions.

(v) No failure or delay by the nursery in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by the nursery of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

10. ACCEPTANCE

The above terms and conditions are considered to be fair and reasonable. In the event of any term found by a Court of Law to be unreasonable then the clause shall be removed but the agreement shall remain in full force and effect. The parent/carer has read and understands the Terms and Conditions contained and undertakes to be bound by the same.