



Congleton Road, Nether Alderley, Cheshire SK10 4TD

Standard Terms & Conditions of Alderley Day Nursery

1. Calculation of Fees & Charges

- 1.1. Fees are calculated based on sessions booked as agreed at registration, or as agreed throughout the year taking into consideration our notice periods.
- 1.2. No deductions shall be made to any fees to take account of periods of absence, for whatever reason (including but not limited to illness, holidays or temporary exclusion for whatever reason), by a child from the nursery.
- 1.3. The nursery may from time to time increase fees or other charges on giving not less than 1 months' written notice of such increases. Parents have the right to cancel if they do not agree to the fee increases.
- 1.4. No deductions shall be made for days when the nursery is unable to provide the contracted services or we cancel such services. The nursery accepts no liability for any costs or expenses suffered by a parent/guardian as a result of any such unavailability or cancellation and your attention is drawn to condition 10 in this regard.
- 1.5. Extra charges, at the rate of £20 for each 15 minute period, will be made for collection or drop off of a child by a parent/guardian outside of the contracted services hours.
- 1.6. An additional charge of £6.00 per child is levied for pre-arranged early drop off (from 7:30am) or late pick up (to 6:30pm) when Parent's provide a minimum of 7 days' notice.

2. Payment of Fees

- 2.1. Fees are payable monthly in advance on the last day of the previous calendar month.
- 2.2. Other fees or charges payable in addition to the monthly fees chargeable shall be invoiced in the month following the month in which such additional fees or charges arose.

3. Non/Late Payment of Fees

- 3.1. The nursery regards non-or late payment of fees or other charges as a material breach of this contract. In the event of non-payment or late payment of fees in breach of this contract the nursery shall serve written notice of non-payment requiring payment to be made within 7 days of the date of the notice on the parent/guardian. The nursery reserves the right to make a charge of £20.00 for each such notice served.
- 3.2. In the event that any fees or other charges are not paid within 7 days of the date of the notice of non-payment served under condition 3.1, the nursery reserves the right to terminate the contract without notice thereafter.
- 3.3. Notwithstanding condition 3.2, any service of notice to terminate shall constitute formal demand of all outstanding fees and charges.
- 3.4. Upon termination of the contract, the nursery shall have no further obligation to provide the contracted services in accordance with condition 5.3.
- 3.5. The nursery reserves the right to charge interest on a daily basis on any outstanding fees or any other sums due hereunder from their due date until the date of payment. Interest shall be charged at the rate of 3% per annum above the base rate of the Yorkshire Bank at that time.
- 3.6. In addition to any sums payable under condition 3.5 or otherwise under this contract, the parent/guardian agrees and undertakes to indemnify the nursery for and against any and all costs, fees, charges and expenses the nursery may incur as a result of or arising from late or non-payment of charges payable under this contract, including, but not limited to, for the avoidance of doubt, any and all legal and other professional fees and expenses it may incur as a result of instituting legal or other proceedings against a parent/guardian for non or late payment of charges property due and owing to it under this contract.

4. Termination of Contract

- 4.1. This contract can be terminated by either party giving the other party not less than 8 weeks' written notice of termination. To be valid, any notice of termination served by a parent/guardian must be addressed to the 'Nursery Manager'.
- 4.2. In the event of termination of the contract without the requisite notice by a parent/guardian as set out in condition 4.1 above, the parent/guardian shall immediately pay to the nursery a termination fee equal to 8 weeks fees plus any other fees or charges arising in respect of the month in which the contract is terminated.
- 4.3. Upon termination of the contract for whatever reason, whether by notice or otherwise, the nursery shall have no further obligation to provide the contracted services.

5. Variations or Amendments

- 5.1. Variations or amendments may only be made in respect of the contracted services by a parent/guardian if written notice of such variation or amendment is given to the Nursery Manager.
- 5.2. Parents/guardians shall give not less than 4 weeks' written notice of any required reduction in the contracted services. Where less than 4 weeks' notice is given, the nursery reserves the right to continue to charge in full up for the contracted services to the date on which the 4 weeks' notice would have expired if it had been given.

- 5.3. If a parent/guardian wishes to increase the contracted services, notice of such request should be presented to the Nursery Manager or Deputy Nursery Manager. Whilst the nursery will try to accommodate any such request, the nursery gives no guarantee that it shall be able to do so, either immediately or at all.
- 5.4. If a parent/guardian wishes to delay the start date of the contracted services, not less than 8 weeks' written notice of such delay must be served on the Nursery Manager. In order to retain the accepted place the parent/guardian can either pay for the contracted services in full from the contracted start date up to the date the child actually starts or place the child back on the nursery waiting list in which case no further charge shall be payable. In the event that the child is placed back on the waiting list the nursery's Admissions Policy as it is from time to time shall apply.
- 5.5. The nursery may in its absolute discretion change any of its terms and conditions upon giving parents/guardians not less than 4 weeks' written notice of same.

6. Exclusion/ Withdrawal of Child

- 6.1. The nursery reserves absolutely the right to refuse admission to a child or exclude a child from the nursery on a permanent or temporary basis for the following reasons: (a) where care of a particular or specialist type is either required by the child or requested by the parent/guardian and the nursery is unable to provide same or the parent/guardian refuses consent to the provision of same by the nursery; or (b) the behaviour of the child or parent/guardian is such that the nursery, in its absolute discretion, considers that their presence at the nursery or their actions are detrimental to the health, safety or well being of the child itself, any other child at the nursery or any team members.
- 6.2. So far as it is reasonably able to do so in the circumstances, the nursery shall communicate its reasons for the exclusion in writing to the parent/guardian prior to any such exclusion being affected.
- 6.3. Permanent exclusion of a child shall immediately terminate the contract whereupon condition 4 shall apply.

7. Medical Conditions

- 7.1. Each parent/guardian undertakes to advise the nursery immediately in writing upon them becoming aware that any of the information contained in the Child Registration Form or subsequent Transition Forms is incorrect or requires amendment. Any such notice should be addressed to the 'Nursery Manager'.
- 7.2. The nursery reserves the right to refuse to admit or provide childcare to any child in accordance with the nursery's policy on Medical Conditions as notified to parents/guardians from time to time.

8. Late Collection

- 8.1. Parents/guardians undertake to provide the nursery with as much advance notice as is possible in the circumstances regarding any late collection of a child. The nursery shall charge a late collection fee in accordance with condition 1.5.
- 8.2. The Late Collection Policy as notified by the nursery to the parent/guardian from time to time shall form part of these terms and conditions.

9. Non-solicitation of staff

- 9.1. The parent/guardian undertakes that they shall not for a period of 6 months following termination of this contract, employ, solicit or entice away or seek to entice away from the nursery's employment any person who was employed by the nursery at the date of termination of this contract or in the 6 month period prior to the termination of this contract.
- 9.2. The parent/guardian agrees that in the event that condition 9.1 is breached by them they will immediately pay the nursery a sum equal to 6 month's salary of the relevant employee so employed, solicited or enticed away by them.

10. Limitation of Liability

- 10.1. The nursery shall have no liability whatsoever to any parent/guardian in relation to loss of or damage to their goods or property or the goods or property of any child admitted to the nursery. Any property brought by children or parents/guardians to or left by them at the nursery is done so entirely at their own risk.
- 10.2. Subject to any other provisions of these conditions: (a) the nursery shall not be liable for any special, indirect or consequential loss (all three of which terms include, without limitation pure economic loss, loss of profits, loss of goodwill, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any failure to provide the contracted services (even if caused by the nursery's negligence); and (b) the liability of the nursery, tort (including negligence or breach of statutory duty) or otherwise howsoever arising by reason or in connection with this contract shall be subject to a maximum of £5,000,000.
- 10.3. Nothing in these conditions shall exclude or limits the nursery's liability in respect of death or personal injury or for any matter in respect of which it would be unlawful for the nursery to exclude or to attempt to exclude liability for.

11. Data Protection Registration

- 11.1. We are registered under the Data Protection Act 1998