



General Terms & Conditions

These Terms and Conditions April 2024 supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any application submitted. The Nursery may update these General Terms and Conditions from time to time. The Nursery will provide at least 30 days' notice of any adverse material changes. The current version of these General Terms and Conditions can be viewed by visiting <https://footprintsnurseries.co.uk/legal>

1 Acceptance

Each signed acceptance of the Application Form will be deemed to be an offer by you, the Parent or Carer of the child or children detailed in respect of the provision of the Childcare Services upon these Terms and Conditions.

Completion of the Application Form does not constitute confirmation of a place. On receipt of the completed Application Form, a refundable deposit and completed Direct Debit Mandate, the Nursery will confirm the availability of the requested sessions or the agreed alternatives by email or letter. Once the email or letter has been sent, this contract will come into effect and the contracted Childcare Services will be confirmed.

1.1 **Interpretation** - In these Terms & Conditions, the following expressions will have the following meanings unless inconsistent with the context:

"Agreement"	the Application Form, General Terms and Conditions and Child Information Form.
"Average Retail Price Index"	calculated as the mean of the most recent twelve monthly RPI statistics as published by the Office for National Statistics (https://www.ons.gov.uk);
"Nursery Day"	between the hours of 07:30am to 18:00pm UK time on a day other than a Saturday, Sunday, public holiday in England or between 1pm on Christmas Eve until the first working day in New Year, when the Nursery closes;
"Nursery"	Footprints Day Nurseries Limited, (registered number 05710515) or Footprints at Bollington Limited (registered number 08002966) or any other affiliated company.
"Nursery's Group"	the Nursery together with any direct or indirect subsidiaries of the Nursery.
"Parent or Carer"	the person(s), whose order for the Childcare Services is accepted by the Nursery;
"Childcare Services"	any services which the Nursery provides to the Parent or Carer (including any of them or any part of them) under the Agreement;
"Setting"	the place at which the Childcare Services are being delivered as specified in the Application Form and email acknowledgement of booking; and
"Terms and Conditions"	the General Terms and Conditions of sale set out in this document together with any special terms agreed in writing between the Parent or Carer and the Nursery;

2 Charges

2.1 Charges for Childcare Services provided by the Nursery are as listed in our latest Price List. The Nursery reserves the right to change the rates for Childcare Services, optional services, discount and funding schemes with not less than thirty (30) days advance notification to the Parent or Carer.

2.1.1 **Price Guarantee** - The Nursery offers a "Price Guarantee" on all contracts from the date of commencement of Childcare Services to the following 1st January, when the Charges for Childcare Services are reviewed.

2.1.2 **Price Increase** - Following the Price Guarantee Period, the price for Childcare Services shall increase annually on 1st January according to the following:

- a.) By the Average Retail Price Index or by 0.5%, whichever is larger;
- b.) Pro-rata in accordance with any increase in costs incurred by the Nursery, such as, but not limited to, staffing and energy costs.

2.1.3 **Discount** - Discounts may be applied to the current Charges at the sole discretion of the Nursery. Such discounts may be withdrawn at any time with not less than thirty (30) days advance notification to the Parent or Carer.

2.2 No deduction or credit shall be made for days or sessions when the Nursery is unable to provide the contracted Childcare Services or we cancel such services. The Nursery accepts no liability for costs or expenses suffered by a Parent or Carer as a result of any such unavailability or cancellation.

2.3 The Nursery will be closed on all bank holidays in England and Wales and from 2:00pm on Christmas Eve until the first working day in the New Year. If your attendance pattern falls on these days, no credits shall be made, nor shall costs be payable under this contract to take account of the fact the services shall not be provided on these days. You cannot swap, change or alter your contracted sessions that fall on these days for other sessions.

- 2.4 Extra charges will be made for late pickup of a child by a Parent or Carer, in 15 minute or part thereof units at the rate shown in our current Price List. Extra charges payable shall be collected by the direct debit following the month in which such additional charges arose.

3 Payment

- 3.1 All payments to be made by the Parent or Carer under the Agreement will be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.
- 3.2 Payments will be collected monthly in advance by Direct Debit unless paid by the Government Tax Free Childcare or Approved Parent Voucher Schemes. Customers electing to pay by alternative means will be subject to a two and a half percent (2.5%) service charge on their monthly invoice. The Parent or Carer may elect to receive either email or hard copy invoices. Invoices are due on receipt.
- 3.3 Both the Nursery and the Parent or Carer agree that non-payment or late payment represents a material breach of this contract. A fixed administration charge of £12 is payable in respect of any direct debit instruction being returned unpaid. In the event of non-payment or late payment of charges, the Nursery shall serve written notice of such non-payment or late payment requiring payment to be made within 7 days of the date of the notice to the Parent or Carer. The Nursery reserves the right to charge an administrative fee of £25 for each such notice served.
- 3.4 In the event that Payment is not received within 7 days of the date of the notice of non-payment served, the Nursery reserves the right to terminate the contract without notice thereafter.
- 3.5 Any service of notice to terminate shall constitute formal demand of all outstanding charges.
- 3.6 Upon termination of the contract, the Nursery shall have no further obligation to provide the contracted services in accordance with clause 4
- 3.7 The Nursery reserves the right to charge interest on a daily basis on any outstanding sums due 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 Barclays Bank.
- 3.8 In addition to any sums payable under clause 3.7 or otherwise under this contract, the Parent or Carer 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, and 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 properly due and owing to it under this contract.

4 Termination

- 4.1 Subject to the below provisions either party may terminate this Agreement by giving no less than thirty (30) days' written notice to the other party at any time. Written notice of termination must be clearly labelled as a "leaving notice" in its subject and either sent to the Nursery setting address or emailed to: family@footprintsnurseries.co.uk. Telephone requests for termination of Childcare Services will not be honoured.
- 4.1.1 The termination of the Agreement howsoever arising is without prejudice to the rights, duties and liability of either the Parent or Carer or the Nursery accrued prior to termination. The conditions which expressly or impliedly have effect after termination will continue to be in force notwithstanding termination.
- 4.1.2 Any abuse, whether verbal or physical, of the Nursery Group's team members by Parents or Carers will be deemed breach of Agreement. In the event of such abuse the Nursery reserves the right to terminate this Agreement immediately without notice and to exclude that Parent or Carer's child in accordance with clause 7.1 (b)
- 4.1.3 Upon termination of the Agreement for whatever reason, whether by notice or otherwise, the nursery shall have no further obligation to provide the contracted Childcare Services.

5 Evaluation

- 5.1 As part of the provision of the Childcare Services the Nursery will continually evaluate the needs of the child. If the Nursery reasonably considers or identifies that the child would benefit from additional care or care of a more specialist nature then the Nursery will notify the Parent or Carer and prepare a plan for how the Childcare Services should be varied in order to best cater to the needs of the child ("**Additional Needs Plan**").
- 5.2 The Nursery will discuss the Additional Needs Plan with the Parent or Carer with a view to reaching an agreement on the application of the Additional Needs Plan.
- 5.3 Implementing an Additional Needs Plan may have cost implications for the Nursery which reserves the right to increase the charges for the Childcare Services accordingly.
- 5.4 The Nursery reserves the right to terminate this Agreement and cease to provide the Childcare Services by giving not less than seven (7) days written notice to the Parent or Carer if:
- 5.4.1 the Additional Needs Plan is rejected by the Parent or Carer or they refuse to consent to the Nursery implementing the plan and the Nursery reasonably considers that it is not able to continue to provide Childcare Services without the Additional Needs Plan being in place; or
- 5.4.2 the Parent or Carer refuse to meet the costs of any additional charges associated with the Additional Needs Plan.

6 Variations

- 6.1 Variations may only be made in respect of the contracted Childcare Services by a Parent or Carer if written notice of such variation or amendment is given to the Nursery setting manager in accordance with clauses below.
- 6.1.1 A Parent or Carer whose children already attends the Nursery setting shall give not less than thirty (30) days written notice of any required reduction in the contracted Childcare Services. Where less than thirty (30) days' notice is given, the Nursery reserves the right to refuse the request.
- 6.1.2 A Parent or Carer whose children have not yet started at the Nursery setting, shall give not less than sixty (60) days written notice of any required reduction in the contracted services and will be liable to pay the first months invoice for the original booked sessions.

- 6.1.3** Any reduction of a pattern must operate for a minimum of thirty (30) days.
- 6.1.4** Parents or Carers who wish to delay the start date of the contracted services, shall give not less than sixty (60) days written notice of such delay and only one such delay is allowed, before the child is put back on the Nursery setting's waiting list. Please note that delay in your agreed start date may result in the loss of your funding and you may be charged at the Nursery setting's daily rate.

- 6.2** Parent or Carers wishing to increase the contracted services, must provide written notice of such request to the Nursery setting's manager. The Nursery setting will try to accommodate such request but gives no guarantee that it shall be able to do so, either immediately or at all.
- 6.3** The Nursery setting may, at its absolute discretion, take the decision to close without prior notice, due to adverse weather, or other circumstances outside the Nursery setting's control. If the Nursery setting should close in such circumstances, the Nursery shall be under no obligation to provide the contracted services or to provide alternative care facilities for the child and the Parent or Carer will not be entitled to any refund of charges.

7 Exclusion and Illness

- 7.1** The Nursery reserves the right to refuse admission to a child or exclude a child from the Nursery on a permanent or temporary basis for the reasons set out below:
- (a) where care of a specialist nature is either required by the child or requested by the Parent or Carer and the Nursery is unable to provide such specialist care or the Parent or Carer refuses consent to the provision of such specialist care by the Nursery; or
- (b) the behaviour of the child or Parent or Carer 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 Nursery staff.
- 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 or Carer prior to any such exclusion being affected.
- 7.2** Permanent exclusion of a child under clause 7.1 shall immediately terminate the contract whereupon clause 4 shall apply.
- 7.3** If the child is unwell and cannot attend the Nursery, the Parent or Carer must inform the Nursery by 9.30 am on the day on which the child was due to attend.
- 7.4** The Nursery reserves the right at its absolute discretion and in accordance with its Illness and Injury Policy to refuse admission to the child if they appear to be unwell.
- 7.5** If the child becomes unwell during the day, the Parent or Carer must arrange for the child to be collected as soon as possible upon notification by the Nursery setting.

8 Medical Conditions

- 8.1** The Parent or Carer shall advise the Nursery setting immediately in writing upon them becoming aware of any required changes to medical information, or incorrect medical information, held by the Nursery. Any such notice should be addressed to the Nursery setting manager.
- 8.2** For any special medical conditions as noted on the Child Information Form, the Nursery will require a meeting prior to confirming a place in order to complete a risk assessment plan to verify we are able to offer suitable child care for your child. This offer is made at our sole discretion.

9 Late Collections

- 9.1** Parents or Carers undertake to provide the Nursery setting with as much advance notice as is possible of any late collection of a child. In the event of late collection the Nursery shall charge a fee in accordance with clause 2.4.
- 9.2** The Late Collection Policy, available to read in the reception of the Nursery setting, shall form part of this contract.

10 Non-solicitation of Staff

- 10.1** The Parent or Carer undertakes that they shall not, during this contract or for a period of 12 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 12 month period prior to the termination of this contract.
- 10.2** The Parent or Carer agrees that in the event that clause 10.1 is breached by them they will immediately pay the Nursery a sum equal to 2 month's salary of the relevant employee so employed, solicited or enticed away by them, which sum the Nursery estimates it will cost to replace the said employee.
- 10.3** This clause 10 shall not apply where the employment or solicitation relates exclusively to the provision of "babysitting" services by a person employed by the Nursery to the Parent or Carer, where those "babysitting" takes place entirely outside the Nursery's normal opening hours and in the Parent or Carer's home. However, where a Parent or Carer does engage a person employed by the Nursery on such a basis the Parent or Carer acknowledges that they do so entirely at their own risk and that neither the Nursery nor its insurers shall have any responsibility or liability whatsoever in that regard.

11 Limitation of Liability

- 11.1** The Nursery shall have no liability whatsoever to any Parent or Carer or child in relation to loss of or damage to the goods or property of any Parent or Carer or the goods or property of any child admitted to the nursery (even if such loss is caused by the Nursery's negligence). Any property brought by the child or the Parent or Carer to, or left by them at, the Nursery is done so entirely at their own risk. This includes use of car

parking spaces, if provided, and the Parent or Carer's car and contents. The Parent or Carer should use the Nursery setting's car parking spaces, if provided, on drop off and collection and not the car parks or designated spaces of neighbours, schools or businesses.

11.2 Subject to any other provisions of this contract:

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);

b.) the Nursery shall not be in breach of this contract or otherwise liable to the Parent or Carer or child by reason of any delay or failure of performance of the contracted services due to an event outside its reasonable control including (but not limited to) "acts of God", adverse weather, fire, lightning, war, flood, acts of terrorism, strikes or other industrial action; and

c.) the liability of the nursery in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising by reason of or in connection with this contract shall be subject to a maximum of £5,000,000.

11.3 Nothing in this contract shall exclude or limit 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.

12 General

12.1 If there is an inconsistency between any of the clauses of the Terms and Conditions, Policies and Procedures, the Parents Handbook, Staff Handbook (if applicable) and any data collection form such as the Application Form, then the following order of precedence shall apply:

- 12.1.1** the Terms and Conditions;
- 12.1.2** Nursery Policies and Procedures;
- 12.1.3** any data collection form such as and not limited to, the Child Information Form.
- 12.1.4** the Parents Handbook;
- 12.1.5** the Staff Handbook;