

Once Upon a Time



DAYCARE

---

TERMS AND CONDITIONS

(THE NOT SO LITTLE SMALLPRINT!)

---

## 1. Definitions and Interpretation

1.1 In these Conditions:

- 1.1.1 **we, us or our** means Once Upon a Time Daycare Limited a company registered in England and Wales. Our company registration number is 10884225 and our registered office is at 863 Ecclesall Road, Sheffield, United Kingdom, S11 8TJ;
- 1.1.2 **you or your** means the parent, carer or legal guardian of a Child and whose details are set out in the Booking Form; and
- 1.1.3 a reference to **writing or written** includes email;
- 1.1.4 a reference to legislation is to that piece of legislation as amended or re-enacted from time to time and includes all subordinate legislation made under it;
- 1.1.5 any words following the terms **including, include, in particular, for example** or any similar expression shall be illustrative only and shall not limit the sense of the words preceding them.

1.2 The following definitions apply in these Conditions:

**Administration Fee:** £150.00 (which shall be non-refundable) which shall form part of the Deposit. When you complete your application and pay the registration fee confirming your child's place, you accept our Terms and any other terms that you're provided with during the booking process.

If anything in these Terms is (or becomes) invalid or, unenforceable:

- it will still be enforced to the fullest extent permitted by law
- you will still be bound by everything else in the Terms.

**Additional Sessions:** any ad hoc Session requested by you in addition to those that form part of your Booking.

**Booking:** your booking to secure a certain number of Sessions, being as at the Start Date, that number of Sessions set out in the Booking Confirmation, as the same may be varied in accordance with these Conditions.

**8 Bank Holidays:** the following 8 bank holidays in any year:

1. new year's day;
2. good Friday;
3. easter Monday;

4. early may bank holiday;
5. spring bank holiday;
6. summer bank holiday;
7. Christmas day; and
8. boxing day;

<b>Booking Confirmation:</b>	our written confirmation of our acceptance (in whole or part) of your Booking Form.
<b>Childcare Funding:</b>	15-30 hours per week of free childcare from the age of 3 years, funded by the Government.
<b>Booking Form:</b>	the online form completed and submitted by you requesting the Services for your Child.
<b>Conditions:</b>	these terms and conditions and the term <b>Condition</b> shall be interpreted accordingly.
<b>Contract:</b>	the contract between us and you for the provision of the Services in accordance with these Conditions, which consists of the Booking Confirmation and these Conditions which shall come into force once you have paid the Deposit;
<b>Child:</b>	a child between the age of 6 weeks to 5 years that you are the parent or legal guardian of or have parental responsibility for.
<b>Deposit:</b>	£300.00 (which shall be inclusive of the Administration Fee).
<b>Fees:</b>	all and any fees payable by you under the Contract, including those payable in respect of the Booking, the Administration Fee, the Deposit, the Late Collection Fee and any other additional fees from time to time.
<b>Full Session:</b>	<p>either:</p> <ol style="list-style-type: none"> <li>1. 9.00 a.m. to 4.00 p.m., (12-1 Non-funded - lunch) if receiving Childcare Funding; or</li> <li>2. 8.00 a.m. to 6.00 p.m., if not receiving Childcare Funding,</li> </ol> <p>on a Working Day.</p>
<b>Half Session:</b>	<p>if receiving Childcare Funding, either:</p> <ol style="list-style-type: none"> <li>1. 9.00 a.m. to 12.00 p.m.; or</li> <li>2. 1.00 p.m. to 4.00 p.m.</li> </ol>

on a Working Day.

if not receiving Childcare Funding, either:

1. 8.00 a.m. to 1.00 p.m.; or
2. 1.00 p.m. to 6.00 p.m.

on a Working Day.

**Holiday Entitlement:** has the meaning set out in Condition 8.1.

**Late Collection Fee:** £15.00 for every 10 minutes after the scheduled time of collection (e.g., if you are 9 minutes late collecting your Child you will incur a £15.00 late collection fee and if you are 11 minutes late collecting your Child you will incur a £30.00 late collection fee). This will be calculated via the signing in and out tablet located in the reception of the Nursery.

**Nursery:** the premises from where we provide the Services, the details of which are set out in the Booking Confirmation.

**Nursery Manager:** the manager of the Nursery, whose details are set out in the Booking Confirmation, as the same may be updated from time to time.

**Services:** the provision of childcare and early education services.

**Session:** either a Half Session or a Full Session at the Nursery.

**Start Date:** the date we agree that your Child is to start at the Nursery.

**Terms:** Term dates are as set out on the Government website ([School term and holiday dates - GOV.UK \(www.gov.uk\)](https://www.gov.uk)) and follow the relevant dates in accordance with the location of the Nursery.

**Working Day:** a day other than a Saturday, Sunday or bank holidays.

## 2. Booking and Registration

2.1 Upon receiving a signed and completed Booking Form, we may (subject to availability) offer your Child a place at the Nursery. Where we are able to offer a place to your Child, we will issue you with our Booking Confirmation which will include details of:

2.1.1 the Sessions we can offer your Child; and

2.1.2 the Start Date;

any other information we deem relevant to your Booking.

- 2.2 We require you to pay the Deposit in full to secure your Booking. Payment of the Deposit will ensure that your Booking is secured and immediately upon payment of the Deposit the Contract will come into effect.
- 2.3 The Deposit will, provided all our invoices have been paid in full by you, be refunded to you following your Child's final Session with us. An Administration Fee will be deducted from the Deposit prior to such refund, and we may use the Deposit to settle in full or part the balance of any outstanding Fees.
- 2.4 Please note that we are only obliged to offer 15 spaces for children who receive 30 hours of Childcare Funding, which we provide on a first come first served basis. In the event that there are no remaining spaces, and we are unable to accommodate your request, you can join our waiting list and will notify you when we are able to accommodate your request.
- 2.5 Once we have provided our Booking Confirmation, if you wish to make any changes to the Booking you will need to provide us with written notice setting out such changes. Please note however, that we shall not accommodate any requests to swap Sessions or the days in which the Sessions are to take place.
- 2.6 Bookings must be for a minimum of 2 Sessions. We are unable to offer Bookings for less than this number of Sessions. Please note that if your change decreases the number of Sessions by either one Full Session (where your Booking is on a Full Session basis) or two Half Sessions (where your Booking is on a Half Session basis) we have the right to end the Contract and withhold all or part of the Deposit. Subject to the foregoing, if you wish to reduce the number of Sessions in your Booking, you must provide us with 8 weeks' notice of the same (one full Terms notice is required where your Child benefits from Childcare Funding), and:
- 2.6.1 where your Child already attends the Nursery, you will be required to pay Fees at the current rate until the expiry of the 8 week notice period irrespective of whether your Child attends all or any of the Sessions falling within such notice period; or
- 2.6.2 where your Child has not started at the Nursery, provided they are not due to start within the 8 week notice period, you will only pay Fees for the reduced number of Sessions, however if their Start Date is within the 8 week notice period you will still be required to pay Fees in respect of each Session that was confirmed in our Booking Confirmation, irrespective of whether your Child attends all or any of the Sessions falling within such notice period;
- and following the expiry of such notice period the Booking will (subject to availability) be reduced accordingly.
- 2.7 If you wish to increase the number of Sessions in your Booking, following our confirmation of such request, we will consider your request and provide written confirm as to whether we are able to accommodate all or part of your request. Where we confirm we are able to accommodate your request (in whole or part) your Booking shall be increased as agreed, from the date we issue our confirmation, and your Fees shall be adjusted to accommodate the increase to your Booking.
- 2.8 If we are not able to accommodate your request in full, we will place your request on a waiting list and will notify you when we are able to accommodate your request.

2.9 You can request Additional Sessions and we will do our best to accommodate these, but we cannot guarantee that we will be able to provide Additional Sessions on any given day. Where we are able to provide Additional Sessions, you agree to pay the Fees for the Additional Sessions we make available to your Child. Please note that you are not able to cancel Additional Sessions once these have been booked, and any Fees relating to Additional Sessions are non-refundable even if your Child fails to attend such Additional Sessions.

2.10 Just to be clear, we are under no obligation to accommodate any requested changes to a Booking or for Additional Sessions, changes to Bookings and Additional Sessions are strictly subject to availability.

### **3. Fees and Payment**

3.1 You must pay all Fees on or before the 25<sup>th</sup> day of each calendar month. Payment can be made by either cash, BACS, bank transfer or childcare voucher.

3.2 We will issue invoices to you on or around the 15<sup>th</sup> of each calendar month which we calculate on a monthly basis, based on the number of Sessions in your Booking and any Additional Sessions we have agreed to provide during the relevant month (irrespective of whether your Child attends the Nursery for such Sessions).

3.3 Fees for any Additional Sessions which your Child attends will be added to the invoice for either the relevant month in which the Additional Sessions take place or the following month's invoice.

3.4 We will charge you a late payment fee of £10.00 per day if you have not paid the Fees in full by the date when they need to be paid.

3.5 VAT is not payable on the Fees.

3.6 We are under no obligation to refund Fees including where your Child does not attend a Session due to illness, absence or where we are unable to provide the Services due to events, circumstances or causes beyond our reasonable control including where we have to temporarily close the Nursery due to such event, for example if we had no running water or heating or if we had an outbreak of a disease we would be unable to provide the Services and would have to close the Nursery until we have fully resolved such matters.

3.7 We carry out a review of our Fees once a year and we will notify you of any changes at least 6 weeks' before the changes come into effect.

3.8 Just to be clear, our Fees have already been adjusted to take into account that we are closed on weekends, 8 Bank Holidays and for the period between Christmas day and new year's day.

3.9 We offer the following discounts:

3.9.1 where your Child's sibling joins us; 5% off the Fees of the older Child; and

3.9.2 5% of the Fees where you are an employee of the NHS and provide us with evidence of such employee status,

provided always that no discount shall exceed 10%.

- 3.10 In order for us to apply the discounts, you must first notify us of your eligibility and provide us with the proof required (which shall include Photo ID) in order for us to confirm that the relevant discount applies. Once we have confirmed this, we will apply the relevant discount to the Fees from the next month that Fees are due. Any discounts will not be backdated and will only apply from the date you have made us aware of your eligibility. If for any reason the discount is not applied to your invoice, it is your responsibility to make us aware.
- 3.11 Please note that the discounts referred to in Condition 3.9 do not apply where your Child benefits from Childcare Funding.
- 3.12 Where you have made an overpayment of Charges, the additional amount will be used to settle any outstanding Charges and in the event that there are no outstanding Charges, the additional amount will be allocated to your account for future Charges and where such overpayment has not been used in full to pay Charges, any balance of the overpayment shall be returned to you following your Child's final Session with us.
- 3.13 You will need to notify us of any issues with the Fees set out in our invoice at least 5 Working Days before to date the Fees need to be paid. Please note that we charge a transaction fee of £20.00 in respect of bank transfer fees, where we are required to return any funds back to you.

#### **4. General information regarding our Services and our rights**

- 4.1 We will provide your Child with regular morning and afternoon snacks and drinks along with a meal which will be prepared on site in accordance with a well-balanced diet. We cater for any special dietary requirements which your Child may have, provided that you have notified us of any such dietary requirements. A copy of the weekly menu is displayed on the parents display board.
- 4.2 We regularly photograph children during Sessions and ensure that we comply with the following when doing so:
- 4.2.1 ensuring the photographs are only taken with cameras belonging to us or photographers who we have certified;
  - 4.2.2 ensuring photographs are stored on our computers and are password protected;
  - 4.2.3 ensuring photographs are vetted by us for suitability before publishing;
  - 4.2.4 ensuring your Child is dressed appropriately prior to taking photographs; and
  - 4.2.5 ensuring photographs are never published on our website without your consent.
- 4.3 We may report any incident to the relevant authority, where we believe that your Child has been subjected to any kind of abuse, neglect or harmed either physically, mentally or in any other way. We do not need your consent to make such a report and do not need to inform you when such a report is made.
- 4.4 We can exclude your Child where their behaviour does not comply with our relevant behavioural standards and is otherwise unacceptable or endangers the safety and well-being of any child. We do not refund any Fees where your Child has been excluded due to their

behaviour. Just to be clear, exclusion is always a last resort, and we will use our reasonable endeavours to avoid this action, however we will require your support, including you encouraging acceptable and appropriate behaviour from your Child.

- 4.5 We accept no responsibility for loss or damage to any personal property brought onto our premises by you or your Child. In any event, please ensure that all items of personal property brought onto our premises by you or your Child are named or labelled.
- 4.6 We may administer first aid and treatment where necessary. We will inform you of all accidents and you may be required to sign an accident form. For more serious accidents where hospital treatment is required, we will make every attempt to contact you but failing this we reserve the right to act on your behalf to consent to the necessary treatment from a suitably qualified medical practitioner. We refer your attention to our accident and first aid policy on our website.
- 4.7 If you wish to do so, you can view details of the relevant insurance policies which we have in place, these are available on request.
- 4.8 Where you have not provided us with any spare clothing for your Child, we will, where necessary, provide your Child with replacement clothing. Any replacement clothing issued by us will need to be washed and returned to us within 7 days. Where replacement clothes have not been returned within 7 days we can charge a fee of £5.00 per item of clothing.
- 4.9 Just to make you aware, we operate a CCTV system at the Nursery which is for security purposes only.

## **5. Some important obligations which you need to comply with**

- 5.1 Once a Booking is complete, you must:
  - 5.1.1 keep us fully up to date of any changes to your contact details;
  - 5.1.2 where your Child benefits from Childcare Funding, ensure that you renew the 30-hour code every 3 months as this is your responsibility and we cannot be held accountable or responsible for renewing such code;
  - 5.1.3 ensure that your child is supervised at all times until you hand care of you child over to a designated member of Staff;
  - 5.1.4 if you are using our car park when dropping or collecting your Child, you must only park in the spaces which are marked with our signage. Please note that the car park is monitored and controlled by a third party who may issue fines for anymore found misusing it, therefore we will pass on to you any fine we receive as a result you not complying with this condition and you will be personally responsible for paying or resolving such fine;
  - 5.1.5 ensure that your Childs is dressed in clothing and footwear which is:
    - (a) clearly labelled with your Childs name;



- (b) appropriate for all activities carried on during the Sessions, we recommend you send your child in inexpensive clothing, **do not** send your Child in or with expensive or designer clothes. We cannot accept any risk for clothes being damaged or soiled as we engage in messy play and exploratory play and we encourage all children to engage in activities; and
  - (c) appropriate for the weather.
- 5.1.6 provide us with a minimum of 2 sets of spare clothing for your Child, in a suitable bag which is labelled with your Child's name;
- 5.1.7 provide us with any relevant information regarding your Child's individual needs to enable us to provide the appropriate care;
- 5.1.8 provide us with any relevant information regarding your Child's allergies or dietary requirements and keep us fully informed of any updates to such information;
- 5.1.9 ensure that any personal belongings such as toys or other items are not brought onto our premises;
- 5.1.10 inform us via our app if your Child is suffering from any illness or sickness prior to them attending a Session;
- 5.1.11 inform us if you do not want your Child to be photographed during Sessions by completing the permissions section in our app;
- 5.1.12 ensure that you do not use a mobile phone when in the Nursery;
- 5.1.13 not display abusive, threatening or otherwise inappropriate behaviour to any member of our staff, any other Child or their parent carer or legal guardian;
- 5.1.14 not write or post any statement about us which is derogatory or defamatory in any manner or which goes against our behavioural policy (set out on our website);
- 5.1.15 where requested or advised by us to do so, collect your Child if the following situations occur:
  - (a) we believe your Child may be suffering from or has suffered from a contagious disease or infection which presents a danger to any other Child;
  - (b) we believe that your Child is not well enough to continue with their Session; or
  - (c) your Child's behaviour does not comply with our relevant behavioural standards and is otherwise unacceptable or endangers the safety and well-being of any other child;
- 5.1.16 ensure you have read, understand and comply with the following policies (set out on our website):
  - (a) holiday entitlement policy;
  - (b) late payment policy;

- (c) sickness and illness policy;
- (d) medication policy;
- (e) no smoking policy;
- (f) allergies and allergic reaction policy;
- (g) arrivals and departures policy; and
- (h) late collection and non-collection policy.

5.2 not employ or attempt to employ, entice away or attempt to entice away any person or persons employed by us for the duration of the Contract and for the period of 6 months following the termination or expiry of Contract.

## **6. Dropping off and collecting your Child**

6.1 You must collect your Child in person, and we will not allow your Child to leave with anyone unknown to us in any circumstances. If you are arranging for someone else to collect your Child, then you must do the following:

- 6.1.1 contact the Nursery Manager confirming such alternative arrangement as soon as possible;
- 6.1.2 provide the name, telephone number and a photo of the person collecting your Child;
- 6.1.3 make sure the person collecting your Child obtains the relevant password required to collect your Child; and
- 6.1.4 ensure that the person collecting your Child is notified and aware of our signing in and out tablet.

6.2 You must ensure that your Child is collected at the agreed time of collection as set out in the Booking. If you are not able to collect your Child at the agreed time, you must notify the Nursery Manager as soon as possible.

6.3 We will charge you a Late Collection Fee if you do not collect your Child at the scheduled time.

6.4 We will provide you with access to our fingerprint recognition entry system for the front door which may only be used by you for dropping off and collecting your Child. You must not use the fingerprint recognition entry system to provide any unauthorised person with access to the Nursery.

## **7. Our obligations**

7.1 We will use all reasonable endeavours to ensure that:

- 7.1.1 we comply with the terms of the Contract in all material respects;
- 7.1.2 we employ suitably qualified staff to provide the Services;

- 7.1.3 we provide the Services with reasonable care and skill; and
- 7.1.4 we comply with all relevant laws, rules and regulation that are relevant to the Services.

## 8. Holidays and Nursery Closures

- 8.1 Some of our sites offer a holiday entitlement and where this is applicable, your Child is entitled to have up to one week holiday (pro-rata) from Nursery during which Fees will not be payable (**Holiday Entitlement**). Please note, Holiday Entitlements are provided in our absolute discretion and may be withdrawn by us without notice.
- 8.2 Your Child's Holiday Entitlement as at their Start Date will be set out in the Booking Confirmation. We re-calculate this every January and will let you know of any changes to your Child's Holiday Entitlement within 2 weeks of the re-calculation. Please note, if you decrease the number of Sessions in your Child's Booking within this 12 month period (January-December), we will re-calculate your Child's Holiday Entitlement accordingly and will let you know of any changes to your Child's Holiday Entitlement and of any repayments you are liable to pay in the case of decreased Sessions. Repayments of your Child's Holiday Entitlement must be paid within 10 Working Days of us notifying you that such repayments are due.
- 8.3 To use your Child's Holiday Entitlement, you must provide us with at least 8 weeks prior notice of your intended holiday dates either by using the holiday booking form on our website or by contacting us in writing. Holiday Entitlements must be booked using our app and as a block of Sessions, you cannot split this up.
- 8.4 Use of your Child's Holiday Entitlement will need be approved by the Nursery Manager.
- 8.5 Any Holiday Entitlement not used within the holiday period (1<sup>st</sup> January - 31<sup>st</sup> December) will not be carried over into the next year and cannot be claimed back in the event that the Contract is brought to an end.
- 8.6 Please note that the Holiday entitlement is not available if:
  - 8.6.1 Your Child benefits from Childcare Funding; or
  - 8.6.2 your Child's Booking is not an all-year-round Booking (this means that the Booking only relates to Sessions during the Terms and not all year round),and if at any point you change your Child's Booking so that the Sessions are during term time only and not all year round, you will be liable to repay the Charges for any Holiday Entitlement used in that year.
- 8.7 Please note that the Nursery is closed on weekends, 8 Bank Holidays (which you are not charged for) any other ad-hoc public holidays that may fall during a given year and for the period between Christmas day and new year's day. Please note that other than weekends and the 8 Bank Holidays, Charges will be payable in respect of any period where we are closed.

## 9. Bringing the Contract to an end

9.1 You may end the Contract with us by providing us with 8 weeks' notice in writing. You may end the Contract with us with immediate effect:

9.1.1 where we have failed to comply with a material term of the Contract and we are unable to rectify the failure; or

9.1.2 where we have failed to comply with a material term of the Contract and have failed to resolve this within 30 days of you notifying us of our failure and requesting that we take steps to rectify it (where such failure can be rectified).

9.2 We may end the Contract immediately in any of the following circumstances:

9.2.1 where you have not paid any of the Fees by the due date;

9.2.2 where you have failed to comply with a material term of the Contract, and you are unable to rectify the failure;

9.2.3 where you have failed to comply with any term of the Contract and have failed to resolve this within 30 days of us notifying you of your failure and requesting that you take steps to rectify it (where such failure can be rectified);

9.2.4 where your Child's behaviour does not comply with our relevant behavioural standards and is otherwise unacceptable or endangers the safety and well-being of any other child; and

9.2.5 where we believe that you have displayed abusive, threatening or otherwise inappropriate behaviour to any member of our staff, any other child or their parent carer or legal guardian or you have written or posted any statement about us which is derogatory or defamatory in any manner or which goes against our behavioural policy (set out on our website).

9.3 We can suspend the supply of the Services immediately and send your Child home (where applicable):

9.3.1 where you have not paid any of the Fees by the due date;

9.3.2 if your Child is suffering from an infectious or contagious disease which we believe may easily be passed onto any other Child; and

9.3.3 where we are unable to provide the Services due to events, circumstances or causes beyond our reasonable control;

however please note that, unless we expressly agree otherwise, the Fees will remain due and payable in respect of any period where the Services are suspended.

9.4 Where the Contract is brought to an end, you will need to pay all outstanding Fees immediately and we can use the Deposit to settle any outstanding Fees.

- 9.5 You still need to give us 8 weeks notice to end the Contract where your Child has reached school age. We therefore recommend you notify us 8 weeks before your Child's 5<sup>th</sup> birthday (or they are due to start school) and you no longer require them to attend Nursery.
- 9.6 The ending of the Contract is without prejudice to any other rights or remedies either you or we have under the Contract or at law, nor shall it affect: any rights or remedies either you or we have accrued up to the date of the Contract ending; or the continuation of any of these Conditions which are stated as or intended to come into effect or continue in effect following the end of the Contract.
- 10. Our responsibility for any losses you suffer**
- 10.1 If we fail to comply with the terms of the Contract, we are responsible for loss or damage you suffer unless the loss is:
- 10.1.1 **Unexpected:** if it was not obvious that it would happen and nothing you said to us before we provided confirmation that the Booking was complete meant we should have expected it (so in the law, the loss was unforeseeable);
- 10.1.2 **Outside our control:** if it was caused by an event, circumstances or causes beyond our reasonable control; or
- 10.1.3 **Avoidable:** it was something which you could have avoided by taking reasonable action.
- 10.2 Nothing in the Contract excludes or limits our liability for:
- 10.2.1 fraud or fraudulent misrepresentation;
- 10.2.2 death or personal injury cause by our negligence;
- 10.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; or
- 10.2.4 any matter which would be unlawful for us to exclude or restrict our liability.
- 11. Other important terms**
- 11.1 Our GDPR and privacy policy set out on our website confirms how we use any personal data you provide us with.
- 11.2 The Contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 11.3 We may transfer, assign, mortgage, charge or deal in any other manner with any or all of our rights and obligations under the Contract.
- 11.4 We reserve the right to vary the terms of the Contract at any time. We will provide you with 4 weeks prior written notice of any variation to the terms of the Contract.
- 11.5 If any court or relevant authority decides that any the terms of the Contract are unlawful, or invalid (in whole or in part) that part shall, to the extent required be deemed deleted from the

Contract, however the Contract shall remain valid and the other terms will remain in full force and effect.

11.6 We might not immediately chase you for not doing something (like paying) or for doing something you are not allowed to do, but that does not mean we can't do it at a later date, as we reserve the right to.

**12. Which laws apply to the Contract and where you may bring legal proceedings**

12.1 We will try to resolve any complaints with you quickly and efficiently. If you are unhappy with any of the Services, please contact us as soon as possible and in any event, within 7 Working Days of the specific issue arising.

12.2 If you want to take proceedings to court, these Conditions are governed by English law and you can bring legal proceedings in respect of the Services in the English courts.