

## TERMS AND CONDITIONS

Smart Start Childcare Services Limited, hereafter referred to as the “Nursery” is a company registered in England and Wales under Company number 05977818 which has its registered office address at 1 Kingdom Street, London W2 6BD. The Nursery's trading address is 22-23 Overcliffe, Gravesend DA11 0EH.

The following terms and conditions together with the Parent Handbook, Fee Sheet, Privacy Policy and Registration Form constitute your “Agreement” with the Nursery regarding the provision of early years education and care. Throughout this Agreement the Nursery and its affiliate companies may be referred to as the “Group”, “we” and the Parent(s)/Guardian(s) (as identified on the Registration Form) may be referred to as “you”.

### 1. Safeguarding

As a nursery, we have a responsibility in accordance with the Children Act 1989 and 2004, The Early Years Foundation Stage, Sections 175 and 176 Education Act 2002 and related guidance to protect all children and families in our care. As such, we have a Child Protection and Safeguarding policy, which is available to view at the Nursery at any time.

### 2. Registering your child

Please see the Admissions Policy contained in the Parent Handbook for details on how to register your child.

Prior to your child starting, you agree to provide to the Nursery in writing all relevant health and care requirements (including any allergies, intolerances or medical conditions) relating to your child - further information can be found in the Parent Handbook. It is your continual responsibility to notify the Nursery of any changes or additions to this information on an on-going basis.

### 3. Payment of fees

The Nursery fee rates (the “Fees”) are dependent on your child’s age and booking patterns. We list our Fees on our “Fee Sheet” and this is available at any time upon request from the Nursery Manager.

Fees are subject to review and we may amend them, generally annually, by providing you with one month’s notice. If the Fee changes are due to a change of your child’s age, the new Fee Rate will apply from the first month after your child’s birthday.

You agree to pay your Fees monthly in advance on the first of each month (the “Due Date”). All Fees may be made by bank transfer or direct debit to the account listed in the Parent Handbook (additional fees may apply for payments made by bank transfer - please see the Fee Sheet for further information).

The Nursery also accepts childcare vouchers or the Government’s Tax Free Childcare scheme. These must clear into our account by the Due Date.

A late payment fee will be charged on any late payments as detailed on the Fee Sheet. The Nursery also reserves the right to terminate or suspend your child’s place with immediate effect if at any time there are unpaid Fees.

We will not refund any Fees if your child is absent due to illness, self-isolation, holiday, extreme weather conditions or other events outside of our control.

Each of the Parent(s)/Guardian(s) who have signed the Registration Form will be jointly and severally liable to pay, in full, the Fees (as defined below).

### 4. Extra days and change of sessions

Subject to availability and the Nursery’s minimum session requirement, you may increase or decrease your child’s booked sessions. If you wish to decrease your child’s booked sessions, you can do so by providing one calendar months’ notice in writing.

You must give the Nursery at least 48 hours’ notice to cancel any additional sessions to avoid being charged.

### 5. Opening hours and pick-up

The Nursery is open Monday to Friday each week and is closed for public holidays and may be closed on other designated days. To find out the Nursery’s opening hours and closed days, check the Nursery’s notice board or ask the Nursery for the schedule.

Only you, your emergency contacts listed on the Registration Form or an individual authorised to collect your child in compliance with the Arrivals and Departures policy in the Parent Handbook (together the “Authorised Contacts”) can collect your child from the Nursery. You agree to provide the Nursery with up-to-date contact details for Authorised Contacts.

If you are late collecting your child, we will charge you a late pick-up fee as per the Fee Sheet. In addition if your child remains in Nursery after the specified closing time and the Nursery has not been

able to reach an Authorised Contact, we may need to call Social Services and/or other Government bodies as the Nursery deems appropriate as per the Uncollected Children policy contained in the Parent Handbook.

## **6. Illness and care**

Children cannot attend Nursery if they are unwell - please see the Illness policy in the Parent Handbook.

With your consent the Nursery may apply sunscreen to your child before going outside - please refer to the Sun Protection policy in the Parent Handbook for further information and details on how you can provide your consent.

## **7. Notice of termination**

If you wish to terminate your child's place at the Nursery you must provide one calendar months' notice in writing to the Nursery Manager as per the Notice of Termination Policy contained in the Parent Handbook. For the avoidance of doubt, in the event that you terminate your child's place without one calendar months' notice, the full amount of the Fees for that month shall remain payable.

The Nursery may terminate your child's place at any time with one month's written notice to you.

Notwithstanding the above, the Nursery reserves the right to terminate your child's place with immediate effect and without notice if you breach this Agreement, or if we at our sole discretion consider termination of your child's place to be in the best interests of the Nursery and/or the welfare of your child, other children at the Nursery, or our staff.

## **8. Privacy**

Please refer to our Privacy Notice details of which are contained in the Parent Handbook for information on how we protect and handle your personal data.

## **9. General**

The Nursery is not responsible for any items left by you at the Nursery, including without limitation, prams, car seats, clothing, shoes and toys.

The Nursery may, from time to time, update the terms of this Agreement and we shall provide you with an updated copy as soon as reasonably practicable. This Agreement incorporates the Parent Handbook, Fee Sheet, Privacy Policy and Registration Form, all as amended from time to time and available from the Nursery Manager, and

together represent the entire agreement between you and the Nursery.

If any part of this Agreement should prove to be invalid or unenforceable for any reason it shall not affect the validity or enforceability of the remainder of this Agreement.

For the purposes of constitutional changes to the Nursery or amalgamation we reserve the right to transfer the undertakings of the Nursery to any other natural or legal person, and to assign the benefit of this Agreement in connection with any such transfer.

The Terms and Conditions will be governed by English Law and is subject to the exclusive jurisdiction of the English Courts.