

TERMS AND CONDITIONS

LITTLE ELMS TERMS AND CONDITIONS OF BUSINESS INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions (conditions). Registration Form: the registration form signed by the Customer and accepted by Little Elms. Nursery: the specific day care Nursery operated by Little Elms indicated on the front page of the Agreement. Child: the child in respect of which the Services are to be provided. Contract: the agreement between You and Little Elms in terms of which Little Elms has agreed that your Child can attend the number of Sessions confirmed by Little Elms, or as otherwise agreed between You and Little Elms from time to time. Conditions: these terms and conditions of business. Customer: you, the parent or guardian of the Child and the person purchasing the Services. Fees Schedule: the fees schedule attached to these terms and conditions, which you agree may be amended by Little Elms giving to you two months written notice. Little Elms: The Company stated in clause 1 on the first page of this agreement, whose address for the purpose of this agreement is the address from which that Company operates. Little Elms Equipment: the facilities and equipment provided by Little Elms in connection with the supply of Services. Services: the day care services provided by Little Elms on the Terms of this Agreement. Start Date: the requested start date set out in the front sheet unless otherwise agreed by the parties. VAT: value added tax.

1.2 Headings in these conditions shall not affect their interpretation.

1.3 A reference to writing or written includes faxes and e-mails to the official email address notified to You from time to time.

2. APPLICATION OF CONDITIONS

2.1 The Registration Form, the Fees Schedule and these Conditions shall constitute the Contract and it is expressly agreed that these Conditions shall apply to and be incorporated into the Contract.

3. COMMENCEMENT AND DURATION

3.1 The Services supplied under the Contract will be provided by Little Elms from the Start Date and will continue until terminated in accordance with Clause 11 below.

4. REGISTRATION FEE

4.1 The registration fee is required to be received from the Customer to secure the placement. This registration fee is non-refundable.

5. LITTLE ELMS' OBLIGATIONS

5.1 Little Elms will provide the Services for the Customer. However, the Customer acknowledges that there may be times when the Services cannot be provided for reasons which are beyond the reasonable control of Little Elms. Examples of these occasions include the inability of staff members to travel to work due to adverse weather conditions, or a relevant authority requiring closure of the Nursery for health and safety reasons including pandemic related issues. Where these circumstances occur, the Customer will not be entitled to cancel the agreement or recover any Fees. Little Elms will use all reasonable endeavours to minimise any such disruption to the Services.

5.2 The health and safety of your child is a paramount concern at Little Elms. Accordingly Little Elms will use all reasonable endeavours to observe health and safety rules and regulations, and to implement such reasonable security requirements that apply at the Nursery in respect of the children from time to time.

5.3 Although Little Elms can make no guarantee in this regard, where a Customer requests that the number of sessions is increased then Little Elms shall use its reasonable endeavours to accommodate the Child at the additional sessions required, subject to spaces being available.

6. CUSTOMERS OBLIGATIONS

6.1 The Customer shall: (a) co-operate with Little Elms in all matters relating to the services, including ensuring that reasonable instructions of the Employees of Little Elms are adhered to whilst the Child is at the Nursery; (b) provide Little Elms with all relevant contact details (for emergencies) in respect of the Child together with full and comprehensive information about the Child as a carer may reasonably require (including all pertinent medical information and any changes or updates to that medical information) in order to enable Little Elms to provide the Services. (c) provide Little Elms with such items as may reasonably be required by Little Elms from time to time in order to provide the Services. Such items may include changes of clothing or nappies and may be advised to the Customer from time to time by Little Elms. (d) pay the invoices raised by the Company in respect of the Services promptly by direct debit and in any event prior to the period covered by the invoice. The Customer acknowledges that the fees for the Services are payable in advance and will advise Little Elms promptly of any changes to any banking account from which the direct debit payment is to be taken. (e) when required to do so, because the Child is ill, or for some other reason, use all reasonable endeavours to collect the Child from the Nursery as soon as possible after being requested to do so by one of the Company's staff. (f) not send a sick Child to the Nursery, in line with Little Elms policy. (g) provide details of contact numbers and contact persons who should be called in the case of sickness and other emergency in respect of the Child and to ensure that such contact persons will be available to take the Child away from the Nursery when required to do so by the Staff of the Nursery.

6.2 If Little Elms' performance of its obligations under this Contract is prevented or delayed by any act or omission of the Customer, Little Elms shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

6.3 The Customer shall be liable to pay to Little Elms on demand, all reasonable costs, charges, or losses sustained or incurred by Little Elms (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract.

6.4 The Customer shall not, without the prior written consent of Little Elms, at any time from the date of the Contract to the expiry of 12 months after the last date of supply of the Services, solicit or entice away from the Little Elms, or employ (or attempt to employ) any person who is, or has been, engaged as an employee (whether full or part time) of Little Elms in the provision of Services.

6.5 If, contrary to the provisions of clauses 6.4, the Customer does employ an employee, whether full-time or part-time, then the Customer agrees by way of liquidated damages that Little Elms shall be entitled to a recruitment fee which shall be calculated at the higher of 20% of the annual salary payable by the Customer to the employee, or 20% of the annual salary payable by Little Elms to that employee. The Customer agrees that these costs represent the reasonable

costs of Little Elms advertising for and attracting suitable employees and /or costs payable to external recruitment agencies for the replacement of staff employed by the Customer in contravention of clauses 6.4.

6.6 Where any employee, worker or contractor used by Little Elms is engaged by You (Customer) to provide any service, which service could include private childminding, or fetching or delivery of children, (and whether or not Little Elms has given its per-mission under clause 6.4) then Little Elms shall have no liability whatsoever at all in relation to such service and this is a matter which falls entirely out of the scope of the employees, workers or contractors arrangements with Little Elms. You hereby agree to indemnify Little Elms and hold Little Elms harmless against all claims which may arise during the course of that employee, worker or contractor providing services requested by You outside of the employee, worker or contractors' terms of employment or engagement.

6.7 The Customer will abide by all other reasonable instructions that may be issued by Little Elms during the course of this Contract.

7. CHARGES AND PAYMENT

7.1 In consideration of the provision of the Services by Little Elms, the Customer shall pay the Fees monthly in advance. Fees are usually calculated on an annualised basis. In relation to accounts where Early Years funding is allocated or the parent is a Childcare Grant payer, Fees are calculated on an actual sessions attended basis each month. All families are required to sign up to and have their fees collected by Direct Debit. Little Elms will invoice the Customer prior to the month in which the Services are to be provided and payment will be collected from the Customer's Account by direct debit by the last working day of the month prior to the month in which the Services are provided.

7.2 Where you wish your Child to attend additional sessions, in excess of their agreed number of sessions then Little Elms will try to accommodate your child at the additional Session(s), subject to availability. Where the additional Session(s) is required on a termly basis then provided your Child can be accommodated, your schedule will be amended. Where a Session is to be attended on an ad hoc basis and not as part of a regular attendance, then the cost of that Session will be advised to you and must be paid in advance. Until payment is received for that Session, no place will be reserved for the Child. No refunds or credits will be given in the event the extra Session has been agreed and is cancelled by you or otherwise not attended.

7.3 Little Elms reserves the right to review the Fees Schedule and to increase the fees stated at their discretion, however in the event of any change in fees a minimum of two months' notice of that change will be given in writing to the Customer.

7.4 The Customer undertakes to collect the Child promptly at the end of the Session. Where the Customer collects the Child late, Little Elms reserves the right to levy a late collection fee as set out in the latest Fees Schedule.

7.5 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Little Elms on the due date, Little Elms may: (a) charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of HSBC Bank, accruing on a daily basis and being compounded quarterly until payment is made; and (b) suspend all Services until payment has been made in full, all sessions not attended when suspended will still be payable as normal.

7.6 Time for payment shall be of the essence of the Contract.

7.7 All sums payable to Little Elms under the Contract shall become due immediately on its termination, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

7.8 Little Elms Nurseries are closed for all UK public holidays, but no refunds shall be given, and any sessions not provided as a result remain chargeable at the normal sessional rate.

7.9 Little Elms Nurseries close at 2pm on Christmas Eve each year but no refunds shall be given, and any sessions not provided remain chargeable at the normal sessional rate.

7.10 SYDENHAM, LEE, CATFORD, CATFORD GREEN: Lewisham Borough insists on a termly nursery closure (1 day per term) to facilitate updates and training for Early Years Workers within the borough. These days are referred to as "inset days" but no refunds shall be given, and any sessions not provided remain chargeable at the normal sessional rate. These dates are advised to families with at least 2 months' notice.

7.11 Little Elms offers a 10% sibling discount for the oldest sibling attending. This discount is applied to the oldest sibling's invoice throughout the duration 2 or more siblings attend.

7.12 Where the Customer submits an increase in session request which has been accepted by Little Elms and the uptake is subsequently confirmed by the Customer, then the Customer shall be committed to paying for the increased sessions for a minimum of two months and shall therefore be required to give 2 months' notice in writing of cancellation of the additional sessions.

7.13 The customer is not entitled to any reduction or waiver in fees for any sessions not attended including for reasons of absence due to illness, holidays or for any other reason.

7.14 Where a child has a birthday that may alter the fees chargeable, any changes will come into effect the month after the birthday.

8. FUNDED CHILDCARE

8.1 Little Elms is a year-round childcare provider on a per session basis. We do not offer childcare on an hourly basis. Little Elms Funded childcare offer is devised to allow parents the greatest benefit across the year.

8.2 Universal Funded Childcare entitlement of 15 hours is applied over 52 weeks of the year (instead of 38 weeks term time), which equates to 10.9 hours a week (Universal Funded Childcare 570 hours).

8.3 Extended Funded Childcare entitlement of 30 hours is applied over 52 weeks of the year (instead of 38 weeks term time), which equates to 21.9 hours a week (Extended Funded Childcare 1,140 hours).

8.4 Funded Childcare hours are available up to a maximum of 10 hours a day and are subject to availability. Minimum number of sessions per week is indicated on the nursery fee schedule. There are limited fully funded only childcare sessions available at each Nursery, however these are strictly limited.

9. CHARGES FOR FUNDED CHILDCARE

9.1 Funding is intended to cover the delivery of childcare only. It does not cover the cost of meals (including food and preparation), snacks, consumables, outings, and extra activities. To cover costs not included during the Funded Childcare hours, childcare providers can charge a fee for these costs during the Funded Childcare hours. Childcare providers are responsible for setting their own policy on their charges. Little Elms believes it is unfair to charge unfunded parents / carers for these additional costs whilst funded parents / carers make no contribution. If a parent / carer is unable to pay this charge then the Nursery manager will be able to discuss options available to them.

9.2 An **Additional Service Charge** (ASC) will therefore be applied to every hour of a funded session. This charge is waived for parents / carers in receipt of the Early Years Pupil Premium (EYPP). As this is an alternative to the hourly charge, we would therefore encourage parents/carers who are in receipt of benefits or whose children have been in care or adopted from care to apply for the EYPP.

9.3 Little Elms does not allow families to bring their own food such as packed lunches to the nursery to avoid allergen risks and storage/handling issues. In addition, it is Little Elms practice to serve meals family style so that the children eat together and build social skills.

9.4 There will be no refunds of additional charges for unattended sessions.

9.5 Additional Services Charges will be recalculated when there is a change in your child's booking pattern. Two months' notice is required.

9.6 There are a small number of fully funded spaces available that attract no additional service charge. Please speak to your Nursery Manager to find out more.

9.7 Any hours that fall outside of the funded entitlement are charged in line with our standard tariffs. Under scheme rules, parents / carers registering for Early Years Entitlement-only sessions are not required to pay a registration fee, however a registration fee will be required to access all other sessions. Early Years Entitlement sessions are offered in line with the DfE and Local Authority's Codes of Practice and are subject to their terms and conditions.

10. LIMITATION OF LIABILITY – THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

10.1 This condition 10 sets out the entire financial liability of Little Elms (including any liability for the acts or omissions of its employees, agents, consultations, and subcontractors) to the Customer under the Contract.

10.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

10.3 Little Elms will not be liable for any losses or charges which may be suffered by the Customer if Little Elms becomes unable to provide the Service for any reason, provided that the Customer shall not be liable to pay for any sessions which are cancelled due to the fault of Little Elms.

10.4 Little Elms is not liable for the loss of, or damage to, any clothing, equipment or personal possession of the Customer or the Child which is bought to or stored at the Nursery.

10.5 The possessions or equipment covered by Clause 10.4 shall include buggies or other similar equipment which may be kept at the designated area of the Nursery whilst a Child attends any session. Any such equipment is kept entirely at the risk of the Customer and Little Elms shall bear no responsibility whatsoever for the loss, theft or damage to such equipment whilst kept at Little Elms' premises.

10.6 Little Elms operates a minimum booking pattern of 2 sessions per week.

11. TERMINATION

11.1 Without prejudice to any other rights or remedies which the parties may have, Little Elms may terminate the Contract with immediate effect, without notice or liability to the Customer immediately if: (a) the Customer fails to pay any amount due under the Contract on the due date for payment: or (b) in Little Elms' entire discretion the Customer or any parent, guardian or carer of the Child behaves inappropriately towards any member of staff of Little Elms or any other Child.

11.2 Little Elms may terminate the contract by giving the customer one month's written notice of termination. The Customer may terminate the contract upon giving Little Elms two months written notice of termination.

11.3 On termination of the contract for any reason: (a) the Customer shall immediately pay Little Elms all of the outstanding unpaid invoices, charges and interest and, in respect of Services supplied but for which no invoice has been submitted, Little Elms may submit an invoice, which shall be payable immediately on receipt. (b) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.

11.4 The customer agrees to pay the two months' notice period fees and any other outstanding fees, regardless of whether the child attends the nursery during the notice period. If the customer fails to give the nursery the required two months written notice and removes the child with immediate effect, the customer agrees to pay the two months' notice period fees immediately.

12. FORCE MAJEURE

12.1 Little Elms shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of Little Elms or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

13. VARIATION

13.1 Little Elms may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements.

13.2 Little Elms may supplement these terms and conditions from time to time by adding such rules and terms as may be reasonable.

14. SEVERENCE

14.1 If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15. DATA PROTECTION

Little Elms is a data controller regulated by the Data Protection Act 2018. We control personal data strictly in accordance with the data protection principles set out in that Act. This means in particular that we will not share your personal information and the personal information of your child with any third parties without your consent, unless the law allows us to do so. The law permits us to share information with third parties where it is a legal requirement to do so, where it is necessary to administer any contract with you or where we have another legitimate interest in doing so. We adhere to the ICO code of practice. This is a statutory code of practice under section 121 of the Data Protection Act 2018. Our Nursery management system is FAMILY.