

Little Hubbers Nursery Registration Form

Acceptance

Please read the all **terms and conditions below** carefully. By signing this registration form the parent/guardian has read and understands the terms and conditions and undertakes to be bound by the same.

Please complete and return to the nursery with your deposit cheque to secure your nursery place.

Personal Details		
Child's first name:		Childs Surname:
Date of Birth:	Childs age:	Ethnicity:
Address where the child lives		Boy/Girl
Postcode		Home phone number
Surname/First name of Mother/Guardian:		Mother/Guardian E-mail: Mother/ Guardian National Insurance no:
Mother/Guardian address		Mother/Guardian Contact Numbers Home Mobile Work
Postcode		
Surname/First name of Father/Guardian:		Father/Guardian Email: Father/ Guardian National Insurance No:
Father/Guardian address		Father/Guardian Contact Numbers Home Mobile Work
Postcode		

Details of persons authorised to collect your child & be contacted in case of emergency -1	Details of persons authorised to collect your child & be contacted in case of emergency -2
Name:	Name:
Address:	Address:
Telephone Number:	Telephone Number:
Relationship to child:	Relationship to child:

Details of persons authorised to collect your child & be contacted in case of emergency -3	Details of persons authorised to collect your child & be contacted in case of emergency -4
Name:	Name:
Address:	Address:

Telephone Number:	Telephone Number:
Relationship to child:	Relationship to child:

Private childcare

I would like admission for my child starting on:						
Please tick the sessions required						
		Monday	Tuesday	Wednesday	Thursday	Friday
Full Day 7.30 - 6pm	Private					
Morning 7.30 - 12.30	Private					
Afternoon 1pm- 6pm	Private					
School time session 9am-3pm	Private					
Please indicate desired sessions in boxes above.						

Funded childcare 15 hours 15 hours can be taken as either – 3 AM or PM x 5 hour sessions (7.30am to 12.30 or 1pm to 6pm) per week or 5 x 3 hour sessions (9-12 or 12- 3PM) **TERM TIME ONLY**
STRETCHED option is 1 full day or 2 half days per week (7.30am to 5.30pm or am or pm times as above) – Taken over 51 weeks of the year.

I would like admission for my child starting on:					
Please tick the sessions required					
Please indicate session needed in boxes to the right eg - 3 x Am / Pm , 5 x AM / Pm session or stretched option	Monday	Tuesday	Wednesday	Thursday	Friday
Please indicate desired sessions in boxes above? Sessions will be allocated depending upon spaces available.					

Funded childcare 30 hours 30 hours can be taken as – 3 full days (7.30am 5.30pm) x 10 hour session per week or 5 x school time sessions (9am to 3pm) **TERM TIME ONLY**
STRETCHED option is 2 full day per days per week or 1 full day and 2 half days per week (Full day 7.30am to 5.30pm. Morning sessions are 7.30am to 12.30pm and afternoon sessions are 1pm to 6pm) – Taken over 51 weeks of the year.

I would like admission for my child starting on:					
Please tick the sessions required					
Please indicate session needed in boxes to the right eg 2 full days and 2 half days or 5 x 6 school time hours or 3 full days or stretched option	Monday	Tuesday	Wednesday	Thursday	Friday
Please indicate desired sessions in boxes above? Sessions will be allocated depending upon spaces available.					

Signature: (Parent/Guardian 1)
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Signature: (Parent/Guardian 2)
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Note: This Registration form incorporates the terms and conditions below. Upon signing this form, the parents/guardians are deemed to have read understood and agreed the same. Term and Conditions

(please arrive 10 minutes before the end of the session so that the staff team can complete a thorough handover of your child's day and help with shoes and coats etc)

Medical details

Does your child have any allergies?	Yes / No (please circle)	
If yes, please give details of the cause and reaction		
Does your child have any special dietary requirements?	Yes / No (please circle)	
If yes, please give details		
Has your child had any of the following immunisations? Please tick and date	Immunisation	Date of immunisation
	BCG	
	Diphtheria	
	HIB	
	MMR	
	Meningitis C	
	Poliomyelitis	
	Tetanus	
Whooping cough		
Any other immunisations		
Name of GP		
Name of surgery		
Address		
Postcode		
Telephone number		
Health visitor details		
Name		
Address		
Postcode		
Telephone number		
Other agency details		
Name		
Address		
Postcode		
Telephone number		

Any other details that we should know about?

[Little Hubbers Permissions Form - please read and sign below](#)

1) Little Hubbers Nursery may wish to take photographs of children who attend. This may be to document personal learning and development or to celebrate achievements. Please tell us if you consent to this:

- I consent to my child's photo being taken for -
Their individual EYFS diary and nursery displays & newsletter Yes / No
Publicity (i.e. special occasions/events in the local newspapers & online) Yes / No
Nursery Facebook/ Instagram page, 'open' post & Closed parents communication groups Yes / No
Consent for staff to send pictures to parents via messenger Yes/ No

2) In the event that your child becomes ill at the nursery and it is necessary to provide first aid and/or emergency medical treatment including applying plasters/small wound dressings, or seek professional medical advice, please give your consent to this:

- I consent to my child receiving first aid and/or emergency medical treatment and advice Yes / No

My Child's GP is..... Contact Number.....
Address.....
.....Postcode.....

3) We would like to take the children on short outings and to the Local Park, library, and other places of interest. Please tell us if you consent to this:

- I consent to my child being taken on nursery outings. Yes/ No

4) Please give your consent to the application of sun cream or nappy cream to your child if deemed necessary. We ask that this is to be supplied when needed and clearly labelled:

- I consent for the application of sun & nappy cream to my child Yes/ No

5) Emergency consent - I agree to the registered person in the provision (or deputy in charge or nominated person) taking the necessary steps to ensure that my child receives the best and most appropriate care, attention and treatment should there be an emergency or accident in the setting or while my child is on an authorised outing.

I understand that the registered person or deputy in charge or nominated person will make every effort to inform me of any emergency or accidents as soon as possible after the event but they may have to accompany my child to hospital in the case of a serious accident in my absence.

I give my permission for the registered person in charge of **Little Hubbers** Day Nursery or deputy in charge or nominated person to authorise hospital staff to administer essential treatment until my arrival.

6) Consent to administer medication - We hereby give permission for staff to administer prescribed medication or calpol provided by the parent/carer with written consent.

7) Consent for your child using the computer and internet (supervised) - We hereby give permission for Little Hubbers Day Nursery to allow our child access to the nursery's computer and internet facilities, with supervision from nursery practitioners. I understand that all internet sites will be suitable for the age range of the children in the room.

8) Little Hubbers Nursery recognises that some staff may provide babysitting services for families. We would like to state that any such services provided are a completely private arrangement, for which the nursery

cannot be held responsible for in any way. The nursery cannot be held liable for staffs' actions outside of their contracted hours. Parents should be advised not to discuss their child, other children, or the nursery in any way, whilst staff are babysitting. If you wish to discuss any aspect of the service we provide, please book an appointment at nursery. I agree to abide by these terms if using staff to babysit Yes/No

9) Please agree to the nursery's parking policy. It is vital to all children's safety that parents remember that the main road (Bedford Street which is a bus lane) can only be used for drop of and collections only. Long term parking is not allowed. Please ensure that you park in designated parking bays on Saville street & Little Bedford Street) if you intend to stay more than a few minutes to drop off or collect your child.

- I agree to park temporarily on the road when dropping off and collecting my child and not to take any longer than for collecting and dropping off purposes only. Yes / No

10) In accordance with our security policy, and to ensure your child's safety, please provide a family specific password below. In the event that you cannot collect your child, please ensure you tell us in advance who will be collecting and arrange for them to bring identification on arrival and use this password as security.

Password.....

Mother/Guardian Signed:.....

Please print name:..... Date.....

Father/Guardian Signed:.....

Please print name:..... Date:.....

Key worker policy: Please note it is the Nursery policy to allocate your child a Keyworker within 2/3 weeks of starting nursery. We think its best practice to see who your child navigates towards/ forms bonds with first so that the right key worker can be allocated for your child.

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_____ (Parent), acknowledge that on _____ (date), I
read and understood it.
the Nursery's privacy notice for Employees, Children and Parents and that I have

Signature

.....

Name

.....

TERMS AND CONDITIONS

These terms and conditions govern the basis on which we agree to provide childcare services to you. They are designed to help us deliver and maintain a high standard of childcare, assist with forward planning and the proper resourcing of the nursery. **Please read them carefully.**

Nothing within these terms and conditions affects the parent/guardian's statutory rights. We require all parents to be aware of and abide by the following conditions.

- 1) An admin charge of **£0** (currently waived due to covid) is required to provisionally book your child's place at Little Hubbers. This fee is used to purchase learning journals, diaries and trackers for your child, admin costs setting up children's portals and cohorts and all settling in sessions. **This fee is also payable for funded children under consumables costs.**
- 2) Once you are offered a place for your child at the nursery, we require a deposit of **£0 per child** (currently waived due to covid) (Zero for funded children at per North Tyneside council guidance), which is refundable when your child leaves the nursery provided a month's written notice is received. Should a place be cancelled with less than one month's notice once it has been offered and accepted, the whole amount shall be retained by us.
- 3) Once a place at the nursery is confirmed, one calendar month's written notice is required if you wish to withdraw your child from the nursery. Fees are payable during the whole of this time. Fees are also payable if there is any delay in taking up the place once accepted.
- 4) One calendar month's written notice is required if you wish to reduce the sessions attended by your child.
- 5) Parents are to supply a draw string bag for children containing 1 x change of clothes (plus spare underwear and socks), hat and gloves for cold weather and a sun hat for hotter weather, Wipes and nappies/ pull ups (enough to last the day) along with nappy/ barrier cream and sun cream. Formula for babies who are bottle fed must also be provided.
- 6) An additional weekly charge of **£2.40** will be added to your fees (payable separately) to cover the additional costs associated with daily outing, visits to places of interest and include cost such as Ice cream, Fish & Chips, entry fees and travel costs plus additional costs towards an exceptional training package for the staff team. Its **£2.40** per week regardless of if you attend 1 session or 5 session per week. This additional charge also helps to ensure all our staff are trained to the highest possible standards. **This fee is ALSO payable for children receiving the 15 & 30 hour entitlement.**
- 7) Fees quoted are in accordance with the Little Hubbers Fee Schedule for the number of sessions that your child attends at the nursery. Any extra sessions requested over and above those booked, (or part thereof), will be additionally charged at the rates specified in the Fee Schedule and must be booked and paid for 24 hours in advance. Extra sessions are subject to availability at the time of request.
- 8) Fees are then calculated on the basis of the current weekly charge (as specified in the Fee Schedule), for the sessions attended, multiplied by the number of weeks that Little Hubbers Nursery is open (51 weeks) and then divided by 12 (months) to create a fixed monthly charge. A Fee Schedule is provided in the application pack. Additional copies can be obtained from the Nursery Manager.
- 9) All fees are charged monthly in advance and are to be paid by standing order or direct debit on the first day of the month to which they relate. Fees will be invoiced to the person(s) named on the registration form. Fees are payable during periods of absence from the nursery, including sickness, holidays, public and bank holidays, 3 x inset days (staff training days) and if the nursery is closed due to exceptional conditions i.e. snow/weather conditions, loss of power/heating/water. Inset days are very important to ensure staff are up to date with all relevant legislation, policies and procedures. To secure a nursery place, the first month's fees must be paid at the time the place is confirmed by the parent or guardian, no later than one week prior to the first day of the child's attendance.
- 10) Little Hubbers reserve the right to charge late fees at a minimum charge of £20 per occasion. Children may be excluded from the nursery if fees remain outstanding beyond 10 days from their due date and the registration terminated.

- 11) Little Hubbers Nursery Ltd is open Monday to Friday 7.30am-6pm, except on statutory holidays and during the Christmas period (December 25th to January 1st), closing at 1pm on Christmas Eve and reopening on the first working day after New year's Day.
- 12) Whilst we take all precautions necessary and have various policies and procedures in place to protect the children in our care, Little Hubbers Nursery Ltd cannot accept responsibility for accidental injury or loss of property. Copies of the current Employer's Liability and Public Liability insurance policies are displayed on the notice board at the nursery.
- 13) Little Hubbers Nursery operates an open access to information policy. This means that parents are welcome to view the policies and procedures under which the nursery runs.
- 14) If your child becomes ill during a nursery session, the Nursery Manager will contact the parent/guardian or the emergency contact indicated on the Registration Form.
- 15) If your child is suffering from a communicable illness, your child should NOT be brought to nursery until such time as the infection has cleared. **A COPY OF OUR INFECTIOUS AND CONTAGIOUS GUIDELINES POSTER IS ON DISPLAY ON THE PARENT'S INFORMATION BOARD IN THE ENTRANCE.** A full copy of Little Hubbers Infectious and Contagious Illness Policy is available from the Nursery Manager.
- 16) Little Hubbers reserves the right to refuse your child entry to the nursery at any time should the Nursery Manager believe that your child has an infectious illness or in the event that the Nursery Manager believes that your child's presence in the nursery will be detrimental to other children within our care.
- 17) Parents/guardians are required to notify the Nursery Manager if your child is absent from nursery through sickness.
- 18) Parents/guardians collecting children late from the nursery will be subject to a £10 surcharge per 30 minutes, details of which are stated in the Fee Schedule. Charges are made for every 15 minutes or part thereof. Parents/Guardians should be aware that the nursery has to be vacated by the designated closing time.
- 19) Little Hubbers Nursery is under an obligation to report to Social Services any incident where we consider a child may have been abused or neglected. This may be done without informing the parent or guardian.
- 20) If any parent or carer should have cause for complaint, they should, in the first instance, take the matter up with the Manager. In the event that the matter is not dealt with satisfactorily, then you should contact the Nursery Owner, Amanda Sherriff or Jill Santonastaso, on 01916912565. In the event that Little Hubbers Nursery cannot resolve the matter to your satisfaction, the parent/carers is entitled to raise the matter with Ofsted (0845 40 40 40).
- 21) Little Hubbers actively promote healthy eating in the Nursery in line with schools and the Early Years Foundation Stage. We ask that if you are able to, please could you **donate 1 piece** of fruit or vegetables each day for the children **to share** at snack time, e.g. apples, Bananas, oranges, plums, grapes, carrots, cucumber, celery, avocado, tomatoes, etc. Little Hubbers actively engage your children in the preparing, chopping and serving of snack time fruit. This encourages social interaction and allows children to learn new skills. This applies to all parents/ carers including those accessing the 15 & 30 hour funding.
- 22) Please note **Christmas eve the Nursery closes at 1pm** to allow our staff to get home to their families and prepare for Christmas themselves.

I/ we agree that we have read, understood and agree to abide with the Terms and Conditions on this registration form alongside the agreement for paying fees.

I hereby agree to pay the fees for the above child on the 28th day in advance of month they relate.

Person responsible for payment of fees

Child's Name.....Date.....

Mothers/Carers Name (Print).....**Signature**.....

Fathers/Carers Name (Print).....**Signature**.....

I enclose my £100. Please make cheques payable to "Little Hubbers LTD".

Anyone other than the recognised parent or guardian will not be permitted to collect the child unless prior arrangements have been made. Please note that identification may be required.

PART B - TERMS AND CONDITIONS

1. Definitions

1.1 The definitions below apply in these terms and conditions.

"Child" the child or children who are named in Part A;

"You" the person, firm or company who purchases Services from us;

"Services" the services of a daycare nursery during the days or half days indicated in Part A together with any other services which we provide, or agree to provide, to you;

"Us" the nursery named in Part A.

1.2 A reference to **writing** or **written** includes faxes but not email.

1.3 Any requirement in this contract for either party not to do something includes an obligation on that party not to allow that thing to be done.

2. Formation of the contract

2.1 A contract for the Services will be formed between you and us once you have given us a signed, fully completed, registration form and a £30 Registration fee, and we have confirmed to you [in writing] that your application for a place has been successful.

2.2 These terms and conditions govern the contract between you and us for the Services. No other terms apply unless they are in:

2.2.1 A handbook issued to you by us,

2.2.2 A policy issued to you by us,

2.2.3 A letter that is signed by both you and us.

2.3 In the case of any uncertainty as to which terms apply, these terms and conditions will apply.

3. Duration of the contract

3.1 The contract shall last until it is terminated by either you or us giving to the other, in writing, at least one full calendar months' notice (i.e. notice received on the 1st of a month could end the contract on the last day of the month, but notice received on the 2nd of a month, would only be able to end the contract on the last day of the following month). However, the contract can, in some circumstances be terminated immediately under clause 18.

3.2 You are liable for the fee during the notice period. If you fail to give proper notice, you may lose your deposit and/or registration fee.

4. Suspension of the Services

The Services may be suspended (meaning the Child is temporarily not able to attend the nursery) in the circumstances set out in our Critical Incident Policy or in the circumstances set out in clause 19. If the Services are suspended for a period of more than one month, either of us may terminate the contract by giving the other one month's written notice.

5. Our Obligations

5.1 We will use all reasonable efforts to provide the Services to you, in accordance in all material respects with these terms and conditions and any other documents referred to in 2.2 above.

5.2 We welcome staff and children from many different backgrounds and ethnic groups. Human rights and freedoms are respected and we will do all that is reasonable to ensure that our culture, policies and procedures are made accessible to children who have disabilities and to comply with their social and moral obligations under the Special Educational Needs and Disability Act 2001 or Equality Act 2010 in order to accommodate the needs of children, applicants and members of staff who have disabilities for which, after reasonable adjustments, we can cater adequately

5.3 If we determine, in our sole discretion (after appropriate and reasonable analysis) that reasonable adjustments cannot be made for a Child and as such we cannot continue to adequately provide for that Child (or admit them as the case may be) then we shall be permitted to request that you to withdraw the Child without being charged fees in lieu of notice.

6. Your obligations

6.1 You shall:

6.1.1 Co-operate with us;

6.1.2 Provide to us such information as we may reasonably require about

6.1.2.1 The Child (e.g.

6.1.2.1.1 Any known medical condition, health problem, allergy, or diagnosed dietary requirement;

6.1.2.1.2 Any prescribed medication;

6.1.2.1.3 Any lack of any vaccination which the Child would ordinarily have by their age;

6.1.2.1.4 Any family circumstances or court orders affecting the Child;

6.1.2.1.5 Any concerns about the Child's safety; and

- 6.1.2.2 Your contact details, and those of your authorised persons who may collect the Child.
- 6.2 You must (a) ensure that these details are accurate and (b) keep these details up-to-date, by promptly informing us in writing whenever they change.
- 6.2.1 As regards arrivals and departure of a child, please refer to the nursery's Arrivals and Departures Policy. Please ask for a copy of it if necessary.
- 6.3 If our performance of our obligations under the contract is prevented or delayed by anything you do (or fail to do), we shall not be liable.
- 6.4 You shall not employ (or attempt to employ) any member of our staff without our consent, until six months from the end of this contract.

7. Charges and payment

- 7.1 You shall pay the charges as set out in Part A.
- 7.2 Charges are due even if the Child is absent.
- 7.3 We will charge for bank holidays and staff training days.
- 7.4 VAT is not charged on nursery fees (nursery provision is an exempt supply for VAT purposes).
- 7.5 The quoted charges are per Child, per core day (meaning hours, with 10.5 hours per session and include lunch and tea.
- 7.6 Extra hours (or parts of an hour) will be charged for (at the ruling rate) and must be booked and paid for at least 24 hours in advance.
- 7.7 The charges must be paid monthly in advance, before the 1st day of the month the fees relate too. We recommend setting payment date as the 28th day of the previous month to ensure fees have cleared for the month they relate too
- 7.8 All payments must normally be made by standing order or childcare vouchers. We may agree to payment by cash, cheque or major credit/debit card, but it is your responsibility to obtain a receipt from the nursery manager as proof of payment. No payment shall be deemed to have been made until it is cleared into our bank account. If a cheque bounces, or payment fails, we may charge a reasonable administration fee (currently £30).
- 7.9 We may increase our charges once per year. We will give you written notice of any such increase [one] month before the proposed date of increase.
- 7.10 Without restricting any other legal right that we may have, if you fail to pay us on time, we may:
- 7.10.1 Make an interest charge of up to 1.5% per cent per month or part month on late payment. Unless otherwise notified to you in writing, interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us the interest together with the overdue amount. In addition we will be entitled to recover from you the full amount of our administrative and other costs incurred in recovering any unpaid sum including legal costs and disbursements on an indemnity basis.
- 7.10.2 Charge you a reasonable administration fee (currently £20) and
- 7.10.3 Suspend all Services until payment has been made in full, which will include the suspension of the Child, or even terminate the contract permanently.
- 7.11 If you owe us any money, and make a claim against us, we may set off what you owe us against what you are claiming from us.

8. Reducing sessions

You are required to give us one month's written notice of a reduction in the number of sessions you require.

9. Free nursery education

- 9.1 If you wish to take up your free nursery education, you are required to complete and sign a Parental Declaration on a termly basis, detailing how and when you will take up the free sessions.
- 9.2 Our charges will not be made in respect of the free sessions as detailed in the Parental Declaration, but we are entitled to make a reasonable charge for meals or additional activities provided during any free session. Little hubbers charges £2.40 per week for all children including funded children to cover the additional costs associated with daily outing, visits to places of interest and include cost such as Ice cream, Fish & Chips, entry fees and travel costs plus costs toward exceptional training packages for the staff team.

10. Welfare of the Child

- 10.1 We will do all that is reasonable to safeguard and promote the Child's welfare and to provide care to at least the standard required by law and often to a much higher standard.
- 10.2 We will respect the Child's human rights and freedoms which must however, be balanced with the lawful needs and rules of our nursery and rights and freedoms of others.
- 10.3 Your consent to such physical contact as may be lawful accord with good practice, and be appropriate and proper for teaching and instruction and for providing comfort to a Child in distress, or to maintain safety and good order, or in connection with the Child's health and welfare.
- 10.4 Parents of Children who are not potty trained must provide disposable nappies. Wipes, nappy creams ect.

- 10.5 Parents should provide sealed formula milk for bottle feeding babies or powdered milk named for staff to make up fresh when needed.
- 10.6 Labelled mother's breast milk will be stored in the fridge and an area will be made available for mothers to breast feed their babies or express milk should they need to do so.
- 10.7 As regards behaviour management techniques and sanctions, please refer to the nursery's Promoting Positive Behaviour Policy. Please ask for a copy of it if necessary.
- 10.8 The nursery uses emergency procedures for accidents, evacuations, incidents and allergic reactions, please refer to the individual policies and procedures and ask for a copy where required.

11. Health and medical matters

- 11.1 If the Child becomes ill during the nursery session the nursery manager will contact you or the emergency contact indicated on the registration form. You must inform us immediately of any changes to these contact details. If your child requires urgent medical attention while under our care, we will if practicable attempt to contact you and obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment recommended by a doctor (including anaesthetic or operation, or blood transfusion) unless you have previously notified us you object to blood transfusions).
- 11.2 If the Child is suffering from a communicable illness, he/she should not be brought to the nursery until such time as the infection has cleared. A full copy of our infection control policy is available from the nursery manager. Please refer to the illness/communicable disease list supplied in your information on minimum periods of exclusion from the nursery.
- 11.3 You must notify the nursery manager if the Child is absent from the nursery through sickness.
- 11.4 If the Child has been sent home from the nursery because of ill health, he/she will not be re-admitted for at least 24 hours. If the Child is prescribed antibiotics, he/she will not be allowed to return to the nursery for 48 hours.
- 11.5 As regards medication, and the administration of it to a Child, please refer to the nursery's Medication Policy. Please ask for a copy of it if necessary.
- 11.6 Please also see clause 6.1.2 on matters we need to be informed about.

12. Food/dietary requirement

- 12.1 We will work with you to provide suitable food for your Child, if they have a special dietary requirement or any allergies as diagnosed by a doctor or dietician. All reasonable care will be taken to ensure that a Child does not come into contact with certain foods with support from parents and external professionals should the need arise.
- 12.2 Menus will be displayed for inspection, and parents and children will be able to feed into the review of these.
- 12.3 No packed lunches supplied by parents for after school/holiday club Children will be heated up by us.

13. Reporting of neglect or abuse

We have an obligation to report to the relevant authorities any suspicions we have that your Child has suffered neglect or abuse, and where necessary we may do so without your consent and/or without informing you.

14. Limitation of liability

- 14.1 This clause sets out our (and our employees', agents', consultants' and subcontractors') liability to you in respect of the contract (including any breach of it, any statement we make to you about it, our termination of it).
- 14.2 All terms implied by law are, to the fullest extent permitted by law, excluded or deleted from the contract.
- 14.3 Nothing in these terms and conditions in any way limits our liability for fraud, or for death or personal injury resulting from negligence.
- 14.4 We shall not be liable for:
 - 14.4.1.1 Any loss or damage to any toys, equipment or bags, clothing etc. you may bring into our nursery;
 - 14.4.1.2 Loss of any profits, or consequential loss; or any other indirect loss; and
- 14.5 Subject always to clause 14.3, our total liability (in contract, tort including negligence or breach of statutory duty, or otherwise) shall be limited to cumulative price paid by you for the Services over the course of the contrac

15. Data protection

- 15.1 You agree that details of your name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of us in connection with the Services.
- 15.2 We may take photographs and/or videos of your Child for promotional or training purposes only. If you do not wish for your Child to be included in such photographs or videos, please inform us by completing the 'permission form' given to you on enrolment, or by writing to the nursery manager.
- 15.3 Any personal data related to You or your Child will be dealt with in accordance with our privacy notice, which can be found at [Insert details of website or place where the privacy notice can be found.

16. Security

Parents are welcome to visit the nursery, but we will not admit anyone without prior notification. It is your responsibility to ensure that we are aware of who will be collecting your Child. No Child will be allowed to leave the building with any person who has not been notified as an authorised person to collect the Child on your behalf.

17. Complaints and concerns

Please address any complaint or concern to the supervisor in charge, in the first instance, and if the matter is not resolved within a reasonable period, please refer it to the nursery manager. Please also refer to our complaints and compliments policy which shall apply to any complaints received by us.

18. Termination for breach of contract, or bankruptcy/insolvency

18.1 Without restricting any other legal rights which the parties may have, either party may terminate the contract without liability to the other immediately on giving written notice to the other if:

18.1.1 The other party fails to pay any amount due under the contract on the due date for payment and remains in default for [10] days or more; or

18.1.2 The other party commits a material breach of any of the terms of the contract and (if such a breach is capable of being remedied) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

18.1.3 The other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986.

18.2 On termination of the contract for any reason:

18.2.1 You shall immediately pay all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt; and

18.2.2 Any clause in these terms and conditions which implicitly is intended to survive termination shall continue in force.

19. Events that are beyond our control

19.1 If any event beyond our reasonable control (e.g. a fire, flood, E-Coli outbreak, strike, civil action, act of terrorism, war etc.) occurs, for which we have business interruption insurance, we may close the nursery without liability to you and we will not charge you for the fees for the time the nursery is closed. We will keep you informed, in such an event.

19.2 If it is, in our reasonable opinion, necessary or in the interests of the Child to do so, we may close the nursery even though our business interruption insurance will not cover us for the closure. In these circumstances, we will charge you for the time the nursery is closed. For example, we may close because of severe weather conditions, outbreak of flu, swine flu or other illnesses etc. [Also, we close if the owner of the premises closes the premises and denies us access.]

20. Invalid clauses

If any part of the contract is found by any court or similar authority to be invalid, illegal or unenforceable, that part shall be struck out, but the rest of the contract shall apply.

21. Changes to these terms and conditions

21.1 We may change these terms and conditions where such a change arises from changes in regulations or legislation affecting us.

21.2 We may change any other terms in these terms and conditions provided. We will give you at least one month's written notice of our intention to do so.

22. No other terms

Each party acknowledges that, in entering into the contract, it has not relied on anything said or written that is not written in the contract. This applies unless fraud is established.

23. Assignment

The contract is personal to you. You shall not, without our written consent, transfer to anyone else any of your rights or obligations under the contract.

24. Rights of third parties

A person who is not a party to the contract shall not have any rights under or connection with it.

25. Governing law and jurisdiction

The contract, and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by the law of England. The courts of England shall have exclusive jurisdiction to settle any such dispute or claim