

**BUSY BEACONS NURSERY**

**TERMS AND CONDITIONS RELATING TO NURSERY PROVISION**

**1. ABOUT US**

- 1.1 The Nursery is operated by Beacon Education Services Trading Ltd, a company registered in England and Wales under company number 10877387, trading as Busy Beacons Nursery. Our registered office is at Woodford Bridge Road, Ilford, Essex, England, IG4 5LP.
- 1.2 You can contact us by sending an email to [admin@busybeacons.co.uk](mailto:admin@busybeacons.co.uk) or calling us on 020 8129 5192.
- 1.3 Any reference to “we”, “us” or “our” in these Conditions is to Beacon Education Services Trading Ltd, and any reference to “you” or “your” is to the parent(s)/guardian(s) requesting Childcare Services.
- 1.4 The Childcare Services offered by us are only available to employees of Beacon Multi-Academy Trust Limited or employees of its Group, a company limited by guarantee and exempt charity registered in England and Wales under company number 07835788.

**2. THE CONDITIONS**

- 2.1 These Conditions apply to our supply of Childcare Services. Please read these Conditions carefully as they set out important information about your and our rights and obligations. Please note that you must agree to these Conditions before you receive Childcare Services.
- 2.2 These Conditions apply to the Contract to the exclusion of any other terms that are implied by law, practice or course of dealing.
- 2.3 We may make changes to these Conditions at any time. However, any such changes will be communicated to you.

**3. AGREEMENT**

- 3.1 You are required to complete a Registration Form in order to request Childcare Services from us. By submitting a Registration Form, you are making an offer to purchase Childcare Services from us in accordance with these Conditions. Please check your Registration Form carefully before submitting.
- 3.2 After we receive your Registration Form, we will send you an acknowledgement email to let you know that we have received your Registration Form. This does not mean that your request has been accepted by us.
- 3.3 Acceptance of your request by us will take place when we send you a confirmation email, confirming the Childcare Services that we will provide, at which point a legally binding Contract is formed between you and us on these Conditions.
- 3.4 If we cannot or do not accept your request, we will email you using the details you provided when you placed your request. We have the right to reject any request for Childcare Services for any reason.
- 3.5 You have 14 days from the date of our confirmation email to change your mind and cancel the Contract if you wish. We will not provide any Childcare Services during the 14-day cancellation period unless you request for us to do so (and we are under no obligation to accept your request). If you request for us to start providing Childcare Services

during the 14-day cancellation period and we agree to do so, you will be required to pay for the Childcare Services we provided up to the time that you told us that you want to cancel.

**4. MAKING CHANGES**

- 4.1 If you would like to make any changes to the Childcare Services, such as the number of Sessions for your child, please contact us as soon as possible. We require you to give written notice for any such change requests. Any such changes are subject to our express agreement, and will be dependent on available capacity and staffing. If you notify us during term time, the change will generally take effect from the beginning of the following half term. If you notify us during a school holiday, the change will generally take effect from the beginning of the half term after the upcoming half term. We may accommodate requests for changes at an earlier stage at our absolute discretion.

**5. HOURS AND DATES OF OPERATION**

- 5.1 The Nursery will operate during term time only and will be closed during school holidays and Bank Holidays. The specific dates of operation will be communicated to you via the Nursery calendar on Class Dojo and/or other communications from time to time.
- 5.2 The hours of operation for the Nursery are 7.30am – 5.30pm. All Sessions are for a full day, and we do not offer half-days.

**6. SUPPLY OF SERVICES**

- 6.1 We shall provide the Childcare Services at Busy Beacons Nursery, Woodford Bridge Road, Ilford, Essex, IG4 5LP.
- 6.2 We will contact you before your child’s start date to arrange a first settling in session. The number of additional settling in sessions will then be discussed and agreed with you during this first visit.
- 6.3 We will assign a key person to your child, and keep you informed of who this is (and any changes to your key person) during the course of the Contract.
- 6.4 We will start the provision of Childcare Services on the date specified in your Registration Form, or such other date as we may communicate to you in writing.
- 6.5 We will provide the Childcare Services on the days selected by you, and for the period agreed with you, as detailed in our confirmation email.
- 6.6 We will do all that we reasonably can to provide the Childcare Services on the days selected by you, and for the period agreed with you. If there might be a delay or disruption to our provision of the Childcare Services, we will email you to let you know as soon as reasonably possible.
- 6.7 If we are required to close the Nursery due to events, circumstances or causes beyond our reasonable control, we will notify you as soon as possible. We will not be under any obligation to arrange alternative childcare services for you and we shall not be in breach of the Contract or liable for delay or failure in performing any of our obligations under the Contract resulting from such events, circumstances or causes.

## 7. FEES AND PAYMENT

- 7.1 The fee rates for our Childcare Services from time to time are set out on our website.
- 7.2 We reserve the right to increase our fee rates at any time to reflect increases in our costs for providing the Childcare Services. We shall inform you of any increased fee rates at least 1 month before the change takes effect.
- 7.3 If you are eligible and apply for any government/local authority funding, the Nursery will be registered to accept this funding and it will be offset against your fees.
- 7.4 We accept payment via your tax-free childcare account or bank transfer.
- 7.5 Fees will not be deducted from your salary. We require all invoices to be paid on the 1<sup>st</sup> of each month, 1 month in advance.
- 7.6 If your payment is not received by us when due, we may charge interest on any balance outstanding at the rate of 2% percentage points per year above our bank's base rate
- 7.7 If we agree to provide your child with additional Sessions from time to time, we will charge you for this additional provision in the invoice for the following month.
- 7.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding.

## 8. ILLNESS OR ABSENCE

- 8.1 No refunds will be given for occasions where your child does not attend due to illness or holidays.
- 8.2 If your child is unwell, you must inform us of your child's anticipated absence. We ask that your child remains at home until they have returned to full health.
- 8.3 We must be informed if your child is suffering from any contagious illness to allow us to effectively communicate this to other parents/guardians if necessary.
- 8.4 If your child becomes ill while in our care, we will contact you. If we feel that your child is not well enough to remain at the Nursery, you may be asked to collect your child.

## 9. YOUR OBLIGATIONS

- 9.1 You will:
- 9.1.1 ensure that all information you provide in the Registration Form is accurate;
- 9.1.2 inform us of any changes to the information provided in your Registration Form;
- 9.1.3 inform us if your child is suffering from a contagious illness;
- 9.1.4 inform us whether anyone other than you will be collecting your child from the Nursery;
- 9.1.5 inform us if you are unable to collect your child from Nursery by the usual collection time;
- 9.1.6 inform us with as much notice as possible of any dates where your child will not be attending.

## 10. OUR OBLIGATIONS

- 10.1 We will provide the Childcare Services using reasonable care and skill. If there is an issue with the Childcare Services we are providing, please contact us as soon as possible.
- 10.2 We will ensure that adequate insurance is maintained in respect of the Nursery and the Childcare Services.
- 10.3 We have a duty to ensure that any significant concerns regarding children in our care are reported to the necessary agencies. In exceptional circumstances, we may have to make a notification regarding your child without speaking to you first (e.g. if we are following external advice).

## 11. DELIVERY AND COLLECTION

- 11.1 You may drop your child off and collect your child at times that suit you, although we ask that you notify us regarding these in the Registration Form and to give us advance notice of any anticipated changes to these times wherever possible.

## 12. FOOD AND DRINK

- 12.1 The daily fee rate for Childcare Services includes the provision of snacks in the morning and afternoon, and lunch for your child. If you wish for your child to have breakfast and tea at the Nursery, these will be charged at an additional £3 per meal.
- 12.2 You are not permitted to send your child into the Nursery with food or drink, other than formula /breast milk if your child requires it.
- 12.3 We will work with you to cater for specific dietary requirements of your child. You must notify the nursery in writing if there are changes to their dietary requirements.

## 13. CLOTHING AND PERSONAL PROPERTY

- 13.1 You are required to provide the following items for your child:
- 13.1.1 if your baby still requires it, formula/breast milk;
- 13.1.2 if your child is in nappies – nappies, wipes, nappy sacks, nappy cream;
- 13.1.3 a named drinks bottle.
- 13.1.4 one spare set of clothes (or more if your child is toilet training);
- 13.1.5 wellies;
- 13.1.6 an all-in-one waterproof rain suit;
- 13.1.7 a long-sleeved top; and
- 13.1.8 full length trousers.
- 13.2 In warmer periods you are required to provide the following for your child:
- 13.2.1 a sun hat; and
- 13.2.2 suncream.
- 13.3 In colder periods you are required to provide the following for your child:
- 13.3.1 an appropriate winter coat;
- 13.3.2 a warm hat;

13.3.3 gloves.

13.4 You may provide a personal item if your child needs this for sleeping, such as a comforter or favourite teddy. We cannot accept responsibility for any loss or damage to such personal items provided.

**14. BEHAVIOUR AND CONDUCT**

14.1 If your child’s behaviour is deemed by us to be a danger to other children or staff at the Nursery, or if the behaviour is otherwise unacceptable, we will notify you regarding this and will seek to work with you and the child to address the issues arising. We may suspend the provision of Childcare Services in these circumstances if we deem this to be necessary.

14.2 We will not tolerate any behaviour towards our staff by you (or people you authorise to drop off or collect your child) which we deem to be abusive or threatening. If any such behaviour occurs, this may result in termination of your child’s place, or we may refuse to allow the relevant person onto our premises.

**15. INFORMATION**

15.1 We use Class Dojo to record certain information regarding to your child and to communicate this information to you. This information may include: your child’s daily activity, our observations and other communications regarding activities at the Nursery. We are not obliged to provide you with this information by other means.

15.2 Any personal information that you provide to us, or which we acquire regarding your child, will be dealt with in line with our Privacy Policy, which explains what information we collect and hold about you and your child, and how we collect, store, use and share such information.

**16. TRIPS**

16.1 Occasionally, trips outside of the Nursery may be organised for the children. We will notify you via ClassDojo before conducting trips of this kind, and will seek permission from you for your child to participate.

**17. TERMINATION**

17.1 If you wish to terminate the Contract, please contact us as soon as possible. We require you to give written notice of a termination request. If you notify us during term time, the termination will take effect from the beginning of the following half term. If you notify us during a school holiday, the termination will take effect from the beginning of the half term after the upcoming half term. If insufficient notice is given for a termination, you will liable to pay fees in lieu of notice.

17.2 We may terminate the Contract by giving you 1 month’s written notice.

17.3 Without affecting any other right or remedy available to us, we may terminate the Contract with immediate effect by giving you written notice if:

17.3.1 you fail to pay any amount due under the Contract by the due date for payment;

17.3.2 you breach these Conditions and do not remedy the breach within 14 days;

17.3.3 you commit a material breach of these Conditions.

**18. LIMITATION OF LIABILITY**

18.1 We shall not be liable for any loss or damage to toys, equipment, bags, or clothing that you or your child brings to the Nursery, or for any economic loss, loss of profits, consequential loss or any other indirect loss.

18.2 Subject to these Conditions, our total liability (in contract, tort including negligence or breach of statutory duty or otherwise) shall be limited to the cumulative fees paid by you for the Childcare Services over the course of the Contract.

18.3 Nothing in these Conditions limits or excludes our liability for any matter which it would be unlawful for us to limit or exclude liability for.

**19. GENERAL**

19.1 **Force majeure.** We are not liable to you if we fail to comply with these Conditions because of circumstances beyond our reasonable control.

19.2 **Assignment.** We may transfer our rights under these Conditions to another company within our group, or another business, without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.

19.3 **Severance.** If any provision of these Conditions (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Conditions will not be affected.

19.4 **Waiver.** If you breach these Conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Conditions.

19.5 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.6 **Notices.** Any notice or other communication given by us or you in connection with this Contract shall be in writing (which may include email).

19.7 **Third party rights.** No one other than us or you have any right to enforce any of these terms.

19.8 **Governing law.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales

19.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation.

**20. DEFINITIONS**

20.1 The following definitions apply in these Conditions:

<b>“Bank Holiday”</b>	a public holiday in England, when banks in London are open for business
<b>“Childcare Services”</b>	the childcare services supplied by us to you and your child during the days agreed

<b>"Conditions"</b>	these terms and conditions as amended from time to time
<b>"Contract"</b>	the contract between us and you for the supply of Childcare Services in accordance with these Conditions
<b>"Group"</b>	any subsidiary company from time to time of Beacon Multi-Academy Trust Limited
<b>"Nursery"</b>	the nursery activities operated by us at Busy Beacons Nursery, Woodford Bridge Road, Ilford, Essex, IG4 5LP
<b>"Registration Form"</b>	the form completed by you to request registration for your child at the Nursery, which may include information regarding the child's name,

	date of birth, gender, home address and postcode, parent/guardian name(s), parent/guardian contact details, parental responsibilities details, emergency contact details, secure password, health, medication and dietary information, GP details, safeguarding aspects, background details, any special educational needs and disabilities, permissions and consents, privacy notice
<b>"Session"</b>	a session of childcare at the Nursery between 7.30am - 5.30pm