



Terms and Conditions for supply of childcare services

In order that we may provide the very best care for all children, and work in partnership with all families, parents are required to adhere to the following terms and conditions. These terms and conditions shall apply to all transactions between ABC Day Nursery LTD and the parent/s or carers.

Parent/carer-----Parent/carer-----

Of the child

Childs name-----

1 Definitions within these terms and conditions:-

“the provider” means ABC Day Nursery LTD and the employees of that company

“the parent/s” means the person/s with parental responsibility for the child, who accepts a childcare place or “I/we whose application for a childcare place is accepted by the provider.

“the child” the child named above.

“the services” means the supply of childcare.

“month” means one calendar month.

“writing” means any form of written communication including facsimile, email or letter.

“acceptance” means the confirmation in writing to the provider of the acceptance of the secured childcare placement and allocated placement start date.

2 Offer and Acceptance

2.1 Fees are due from the first day of attendance.

2.2 The first months fees must be paid in full prior to the allocated start date. We cannot accept a child into nursery without prior payment of fees. We cannot delay payment for any reason, including parents awaiting funds such as Tax Credits or Childcare vouchers.

2.3 A deposit of £50.00 is required to secure an offered and accepted placement.

2.4 The deposit will be refunded to the parent/s when the child leaves the nursery provided that:-

2.4.1 The parent/s has given the provider a minimum of one month’s written notice to terminate Services AND

2.4.2 All outstanding fees (including childcare vouchers) have been paid before the child’s last day of Attendance AND

2.4.3 The child has attended nursery for a minimum of three months.

2.5 The deposit is non-refundable to the parent/s in the event of the child not starting nursery after securing an offered and accepted placement.

2.6 Failure by the parent/s to give the provider a minimum of one month’s notice, in writing, of termination of services will result in a charge of one month’s fees In lieu of notice. This applies to termination of services before as well as after allocated start date.

3 Payment of Fees

3.1 The provider will provide the parent/s with a written statement showing the calculated monthly fees and the period for which it relates. A monthly invoice will not be provided (unless it is requested). The parent/s will receive a new written statement at least ten days before the start of a new period, or when changes to fees occur.

3.2 Fees must be paid monthly, in advance, by the 5th of the month.

3.3 Fees not paid by the 5th of each month will be deemed overdue.

3.4 Fees outstanding on the 15th of the month will incur an interest charge of 8%, under the Late Payment of commercial Debts (Interest) Act 1998.

3.5 No refund for no-attendance due to holidays, sickness and Bank holidays will be given.

3.6 Failure to pay outstanding fees by the end of the month will result in termination of services by the provider with immediate effect.

3.7 All payments must be made by either, Fee Planner, Direct Debit, Debit or Credit Card or Childcare vouchers.

3.8 In the event of a delay, for whatever reason, in the setting up either of Fee planner, Direct Debit or Childcare vouchers, all fees must be paid by cash, credit or debit card by the 5th of the month.

3.8.1 Payment by credit card will incur a charge of 2% to cover costs.

3.8.2 Payment by debit card or cash will not incur extra charges.

4 Dishonoured Payments

4.1 In the event payment is dishonoured for whatever reason, the following will apply:-

4.1.1 Failed Direct Debits (including Direct Debits cancelled by the parent/s), £25.00 will be charged for each and every dishonourment.

4.1.2 Clause 3.4 (where applicable) will be enforced one calendar week after notification of dishonourment.

4.2 In the event payment is dishonoured for whatever reason on three occasions the following will apply:-

4.2.1 Withdrawal of credit facilities and services.

4.2.2 Services provided thereafter will be on a cash or card only basis, payable by the 5th of the month.

Clauses 3.81 and 3.82 apply.

5 Termination of Services

5.1 ABC Day Nursery Ltd may terminate this agreement upon giving one month's notice in writing or immediately if the parent/s is in material breach of any of the clauses contained within these terms and conditions that cannot be remedied within 14 days of such breach.

5.2 The parent/s may terminate this agreement on giving not less than one month's notice in writing.

6 Variation

6.1 There shall be no variation of these terms and conditions implied or otherwise except in writing by a director of ABC Day Nursery Ltd to the parent/s.

Please advise here if all or some of your child's fees are to be paid by an agency such as Job Centre Plus or a College/ University.

The following agency will be responsible for all / some of my child's fees:-.....

..... (delete as appropriate)

These terms and conditions must be signed by all persons with parental responsibility.

I/We have read and understand the terms of this agreement and I/We agree to adhere to them and be bound by them and have been given the opportunity to seek legal advice prior to signing this agreement.

I/We also that the provider will from time to time review the fees and these terms and conditions and will inform me/us of any revision at least one month in advance of the changes.

If I/We decide not to accept the revised fees or accept the new terms and conditions of service I/We may terminate this agreement, by giving a minimum of one month's notice and putting it in writing to ABC Day Nursery Ltd.

Signed.....Date.....

Print Name..... Relationship to child.....

SignedDate.....

Print Name..... Relationship to child.....

Signed.....Date.....
(On behalf of ABC Day Nursery Ltd)

Print Name.....Position.....