

Kindred (Lowdham) – Effective from 1st September 2025

Full Day Care and Sessional Care Placements at Alphabet House Day Nurseries Limited.

1. Understanding these Terms and Conditions

- 1.1 In these Terms and Conditions when we refer to:
- “Nursery”** we mean the nursery at which you are registering your child to attend;
 - “we”, “us” or “our”** we mean Alphabet House Day Nurseries Limited, a company registered in England and Wales under company number 04717401 with its registered office at 1 Rushmills Bedford Road, Northampton, Northamptonshire, NN4 7YB; and
 - “you” or “your”** means you, the person registering a place at the Nursery for your Child.
- 1.2 If more than one parent/carer has entered into these Terms and Conditions, you will be jointly and severally liable for the performance of your obligations under these Terms and Conditions. In the case of payment of fees, this means that: (i) you each agree to be fully responsible for paying the fees; and (ii) if one parent/carer does not pay the fees, the other will still be responsible for paying them.

2. Nursery places and bookings

- 2.1 A fully completed and signed application form must be received by the Nursery before a place can be confirmed. Full and part time sessions must fit into the session times detailed by the form, although we will try to meet special requirements if possible.
- 2.2 We will endeavour to confirm your child’s place as soon as possible. However, we will notify you about whether or not your child has a place by three months prior to your child’s proposed start date at the Nursery.

3. Prepayment fee

- 3.1 A prepayment fee is required upon booking a place. This will be offset against the first month’s bill and, if the first month’s bill is less than the prepayment, the bill for any months after that.
- 3.2 If your child’s position at the Nursery is confirmed and you decide to withdraw the child less than three months before the start date, the prepayment fee will be non-refundable.
- 3.3 Once your child’s place is confirmed, the remainder of the first month’s fees are payable one month prior to your child’s start date in order to secure that place. This is non-refundable.

4. Fees and Invoices

- 4.1 Invoices are payable by Bank Transfer, Childcare Vouchers and/or Tax-Free Childcare Scheme on the 1st of each month. For security reasons, the Nursery is not able to accept cash or cheque payments.
- 4.2 All invoices are issued at least five working days prior to the first of the month. If you are receiving funding from a third party, that third party shall only be permitted to make payments on your behalf if prior consent has been obtained from us (such consent not to be unreasonably withheld or delayed). If we have consented to payments due under these Terms and Conditions being paid by a third party, you:
- shall provide us with full details of the third party who is due to make payment; and
 - will remain fully liable for payment of all amounts due by you to us under these Terms and Conditions. This means that you will remain liable for any part of the fees that the third party fails to pay.
- 4.3 Fees are charged monthly on an annualised basis. Term time only children will be charged as actuals.
- 4.4 All nursery bookings are on a permanent basis and days you book for your child cannot be temporarily transferred to alternative days under any circumstances.
- 4.5 Additional sessions can be booked directly with the Nursery. Where additional sessions are booked, you will be responsible for paying for the session before your child attends it and the fees for the session will be invoiced so that payment can be made before the session is attended.
- 4.6 Other than if we are in breach of these Terms and Conditions, all sessions booked must be paid for, regardless of the attendance of the child. No refunds will be given for sessions missed due to illness, holidays or inset days.
- 4.7 Failure to meet payments will result in the termination of the child’s place and in such circumstances you or (if applicable) any third party responsible for payment will not be entitled to a refund of any fees.
- 4.8 We are not liable for collections from third parties e.g. colleges, grant funding and/or voucher providers. You remain responsible for all fees which are not paid.
- 4.9 If you default on payment, we reserve the right to use a third party agency to collect the fees (and any other amounts due under these Terms and Conditions) on our behalf. You will also then be liable for costs incurred in doing this.
- 4.10 It is essential to the running of a day nursery that correct adult to child ratios are met at all times, therefore, if you are late in collecting your child from nursery a late collection fee of £5 for every ten minutes or part thereof will be imposed.
- 4.11 Fees can be revised at any time subject to at least four weeks’ notice prior to the fee increase. If you do not agree to the revised fees, you may terminate your agreement to these Terms and Conditions and withdraw your child’s place.
- 4.12 A consumables charge may apply for children accessing government-funded hours. This covers food, non food items, and enrichment activities. If you wish to opt out of any category, written notice must be given no later than one working day before the new term begins. All relevant policies, including our Consumables Policy, will apply.

5. Nursery closure

- 5.1 The Nursery is open 51 weeks per year but closed on statutory Bank Holidays. Fees are payable for the full 51 weeks per year and the full weekly fee shall be payable in respect of weeks including Bank Holidays.
- 5.2 If the nursery is closed in an emergency (such as adverse weather) normal fee may apply to cover staff costs; however, these fees will only apply for a maximum period of one month. If you do not agree to these fees, you may terminate your agreement to these Terms and Conditions and withdraw your child’s place.
- 5.3 **COVID-19** You acknowledge that the Nursery may need to close, at short notice, as a result of: (i) a change in applicable law in connection with the outbreak of COVID-19 (or similar diseases); and/or (ii) updated guidance issued by the UK Government in connection with the outbreak of COVID-19 (or similar diseases).

6. Termination/cancellation of Nursery place

- 6.1 We require one month’s notice in writing should you wish to terminate a Nursery place for any reason, and we require five days’ notice should you wish to cancel an extra session.
- 6.2 You remain liable for fees throughout the notice period. If you withdraw your child during this notice period, the fees still remain payable.
- 6.3 We reserve the right to terminate a Nursery place with immediate effect if any fees are not paid by the due date, or if you or your child display abusive, threatening or otherwise inappropriate behaviour. We reserve the right to terminate a child’s place should we feel that we can no longer work in a professional manner as a result of your failure to comply with Nursery policies or procedure.
- 6.4 If a start date is postponed by you for any reason, we reserve the right to charge from the original start date on the enrolment form, if this start date has already been agreed. Any reduction in sessions requires four weeks written notice prior to the change being implemented and you remain liable for fees in the interim period.
- 6.5 For clarity, 14-day cancellation rights do not apply to these Terms and Conditions as per Reg. 28(1)(h) The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

7. Liability

- 7.1 Nothing in these Terms and Conditions excludes or limits our liability for:
- death or personal injury caused by our negligence;
 - fraud or fraudulent misrepresentation; and
 - any matter in respect of which it would be unlawful for us to exclude or restrict our liability.
- 7.2 If we fail to comply with these Terms and Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms and Conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into these Terms and Conditions.
- 7.3 Save as set out in clause 7.1, the following sub-clauses apply.
- We accept no responsibility for any loss suffered by you arising as a result of the Nursery being closed or the non-admittance of your child to the Nursery for any reason outside of our control, and this applies to sickness, holidays, emergency closures and closures in connection with the outbreak of COVID-19 (or similar diseases).
 - We accept no responsibility for children whilst in your care on Nursery premises i.e. prior to arrival, after pick up, during parents/carer’s evenings etc.
 - We will make reasonable endeavours to keep your and/or your child’s property in good order. Liability for damage of such property is excluded, except where caused by our negligence.
 - We accept no responsibility for children contracting contagious diseases or infections. Please refer to our Sickness Policy regarding incubation and exclusion periods.
 - We only supply services for personal use and you agree not to use our services for any commercial or business purposes. We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

8. Allergies and Medication

- 8.1 You are responsible for informing the Nursery of any food, medicine, activity or any other circumstance that may cause the child to have an allergic reaction/allergy. You must provide details, in writing, of the severity of the reaction/allergy and must continue to inform the Nursery in writing of any change/progress to the condition when you become aware of such change/progress.
- 8.2 You must inform us of any changes to the information we have on file for you, the child and/or any third party responsible for payment of the fees.
- 8.3 Please note that, if your child requires preventative medicines, the child will not be able to stay at the Nursery if those preventative medicines are not made available to us.
- 8.4 We reserve the right to ask you to withdraw or remove your child from the Nursery in the event that you are not completely honest about the child’s condition, or you withhold, or are found to have withheld, important information.
- 8.5 We reserve the right, acting reasonably, to terminate a child’s place at the Nursery if you are not adhering to our policies, or working in partnership with us.

9. Employment of staff

- 9.1 You acknowledge that any private work carried out by our employees (such as private babysitting) is outside the scope of the services provided by the Nursery. As such, you acknowledge and agree that:
a) the Nursery is not connected with or in any way responsible for private work carried out by its employees; and
b) the Nursery will not be liable to you for any loss or damage that you suffer as a result of or in connection with private work provided to you by its employees.
9.2 You agree not to employ or otherwise engage the services of any member of our staff whilst your child is at the Nursery and for a period of 6 months after your child has left the Nursery. If, as a result of you employing or otherwise engaging the services of a member of our staff whilst your child is at the Nursery or during the 6 months after your child has left the Nursery that member of staff chooses to terminate their employment with us, then you shall pay to us a figure representing 25% of the relevant member of staff's gross annual salary at the time they left our employment. This figure represents the cost of finding a suitable replacement member of staff.

10. Safeguarding

- 10.1 The Nursery has a commitment to safeguard any child(ren) in our care. The Nursery is committed to responding promptly and appropriately to all incidents or concerns of abuse that may occur and to work with statutory agencies in accordance with the procedures that are set down in 'What to do if you're worried a child is being abused'. We may be obliged to refer concerns to the local authority children's social care department and co-operate fully in any subsequent investigation. For further details, please refer to our safeguarding children policies and procedures available from the Nursery Manager.

11. Complaints

- 11.1 We believe that children and parents/carers are entitled to expect courtesy and prompt, careful attention to their needs and wishes. We welcome suggestions on how to improve and will give prompt and serious attention to any concerns raised about the running of the Nursery.
11.2 We anticipate that most concerns will be resolved quickly by an informal approach to the appropriate member of staff. If this does not achieve the desired result, we have a set of procedures for dealing with concerns. We aim to bring all concerns about the running of the Nursery to a satisfactory conclusion for all of the parties involved and the outcome of the investigation will be reported back to you within 20 days of making a complaint. For further details, please refer to our 'Making a complaint Policy and Procedure' available from the Nursery Manager.

12. General Information

- 12.1 We reserve the right to update and/or amend these Terms and Conditions and agree that one month's written notice of any changes will be given. If you do not wish to continue receiving services from us following the changes to the Terms and Conditions, you can cancel your agreement to these Terms and Conditions by letting the Nursery Manager know.
12.2 Each of the clauses of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.
12.3 If we fail to insist that you perform any of your obligations under these Term and Conditions, or we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that any later default by you will be automatically waived.

13. Governing Law and Jurisdiction

- 13.1 These Terms and Conditions are governed by the laws of England and Wales. This means that any dispute or claim arising out of or in connection with these Terms and Conditions (including non-contractual disputes or claims), will be governed by English law.
13.2 You can bring proceedings in respect of these Terms in the English courts. If you live in Scotland, you can bring legal proceedings in respect of these Terms in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of these Terms in either the Northern Irish or the English courts.

14. Privacy Policy

- 14.1 Please visit our website www.kindrednurseries.co.uk to view our Privacy Policy. The Privacy Policy provides you with details of how we collect and process your personal data.

15. Parents/Carers

I have read & understood the Terms and Conditions and agree to comply with them.

I have received a copy of the Terms and Conditions for my own personal reference.

Signature

Signature

Print Name

Print Name

Date

Date

