Twisty Tails Nurseries
Terms and Conditions

1. DEFINITIONS

“Child” means the Child named on the Registration Form.

“Consumables” means nappies, cream and wipes which must be clearly labelled with Your Child’s name and provided by you.

“Deposit” means the deposit which is payable by You prior to Your Child’s admission to the Nursery.

“Enquiry Form” means the form completed by You enquiring about entry into the Nursery for Your Child.

“Extended Drop Off” means the time from 7.30am to 8.00 am from Monday to Friday (except for bank holidays and staff inset days) when Your Child can be dropped off at the Nursery Premises by the giving of 48 hours prior notice to the Nursery Manager.

"Fees” mean the monthly charges set by the Nursery as indicated on its fee list for the Sessions which may also include meals, Extended Drop Off charges, Late Pick Up charges, Unplanned Late Pick Up charges and any other charges as notified to You from time to time. Fees do not include the costs of Consumables.

“Late Pick Up” means the time from 6.00pm to 6.30pm or 1:00pm to 1:30pm from Monday to Friday (except for bank holidays and staff inset days) when Your Child can be picked up at the Nursery Premises by the giving of 48 hours prior notice to the Nursery Manager.

“Nursery"/"We"/"Us"/“Company” means any of Twisty Tails Nursery with registered head office at Devonshire Business Centre, 582 Honeypot Lane, Stanmore, HA7 1JS.

"Nursery Manager" is the person who is responsible for the day-to-day running of the Nursery and that expression includes those to whom any duties of the Nursery Manager have been delegated.

“Nursery Policy Handbook” means the handbook containing the policies that apply to the Nursery which can be found on the Website.

"Nursery Premises” means the premises from which the Nursery operates as set out in the Registration Form.

"Parent(s)"/"You"/“Your” means any person who has signed the Registration Form and/or who has accepted responsibility for the Child's attendance at the Nursery. Parents are legally responsible, individually and jointly, for complying with their obligations under these Terms and Conditions. Those who have "parental responsibility" (i.e. legal responsibility for the Child) are entitled to receive relevant information concerning the Child unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare of the Child.

"Registration Form" is the form completed by You and sent to Us regarding entry to the Nursery by Your Child.

“Session” means a period of time from Monday to Friday (except for bank holidays and staff inset days) which can be booked by You for Your Child and which may be (i) full time (Standard Hours); (ii) 8am-1pm; or (iii) 1pm-6pm.

“Standard Hours” means the time from 8am to 6pm inclusive on Monday to Friday when the Nursery Premises are open except for bank holidays and staff inset days;

“Website” means www.twistytails.co.uk

“Unplanned Late Pick Up” means circumstances in which You are late in picking up Your Child where you have not been able to provide the Nursery Manager with 48 hours prior notice.

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2. ENTRY TO THE NURSERY

2.1. Children will be considered for entry to the Nursery when an Enquiry Form is completed by You and returned to Us.

2.2. **Admission**: Admission to the Nursery occurs when Parents accept the offer of a place by the Nursery following completion of the Registration Form. A non-refundable registration fee is payable on completion of the Registration Form and the Deposit becomes payable following acceptance of the offer of a place.

2.3. **Availability**: The Nursery is only able to offer a place to Your Child subject to availability of a place at the Nursery Premises.

2.4. **Deposit**: A Deposit will be retained by the Nursery and will be repaid in full without interest within 5 working days of Your Child leaving the Nursery subject to payment by You of all sums due to the Nursery and providing that notice to terminate has been given in accordance with clause 5.

The Deposit is refundable only when:

- All fees and charges are paid in full
- The correct notice period has been provided
- No outstanding balances remain

The Deposit is **not refundable** if the Child does not take up their place.

2.5. **First Attendance:** Your Child will attend the Nursery for a two-week settling in period. Attendance to the Nursery will occur on the date Your Child attends the Nursery for the first time under this contract.

3. NURSERY OPERATION

3.1. **Hours of Operation**: We are open throughout the year (except for weekends and bank holidays). We operate during the Standard Hours and provide Extended Drop Off, Late Pick Up and Unplanned Late Pick Up.

3.2. **What happens if you do not collect Your Child?** You must inform the Nursery if someone other than a Parent is collecting Your Child. Such person will need to provide proof of identity. No Child will be allowed to leave the Nursery Premises with anyone who has not been given prior permission by the Child's Parent, who does not provide proof of identity or if the Nursery Manager is not satisfied that an individual is allowed to collect Your Child.

3.3. **What happens if Your Child is not collected from the Nursery Premises**? If, following the end of the Standard Hours, We remain unable to reach You or Your emergency contact(s) regarding collection of Your Child after a Session, we will contact social services.

3.4. **Minimum number of Sessions**: Each Child must be registered for a minimum of two full day sessions per week (in addition to any registered Sessions which are funded by the Nursery Education Grant ("NEG")).

3.5. **Fees**: Fees are due and payable for every booked Session. Depending on Your agreement with the Nursery, the Fees will be due and payable by you monthly in advance by direct debit.

3.6. **Non-attendance/bank holidays/staff training/ Christmas period**: Fees are due and payable for non-attendance by Your Child including for family holidays and sickness. Fees are also due on all bank holidays, for two annual staff training days and for Christmas from 25th December to 1st January inclusive despite the Nursery being closed. Please inform us a month in advance of any planned dates where Your Child will not attend Nursery so that we can plan accordingly.

3.7. **Additional costs**: You will be charged an additional Fee for any instances of Early Drop Off, Late Pick Up or Unplanned Late Pick Up.

3.8. **Changing of Sessions**: Swapping of Sessions is not permitted. Should You wish to decrease the number of Sessions, You will need to provide one months' prior written notice. If insufficient notice is given, You will be responsible for payment of the full Fees.

3.9. **Ad-hoc Sessions:** These can be requested by completing an extra booking session form and will be authorised by the Nursery Manager if places are available on Your requested date(s). All ad-hoc booking charges for Sessions are due at the point of booking and are non-refundable should you change Your mind. These will be charged monthly in arrears.

3.10. **Funding**: Where part of the Fees is funded by a Nursery Education Grant, Parents must pay for any Sessions or other costs (for example food, transport or additional activities or services) which are not covered by the grant. Those Children who attend full time and receive thirty hours of funding must continue to attend Nursery when schools are not in session and You must pay for all Sessions and any other costs when schools are not in session.

3.11. Headcount Day Funding Reversal

If a Child leaves before Headcount Day:

The Local Authority will reverse the funding allocation for that term. The Parent becomes fully liable for 100% of the term's fees, including hours previously funded.

This amount is payable immediately upon invoice.

3.12. **Fund:** As part of its statutory obligation to foster its business relationships with customers, suppliers and others, the Company, through its directors has established and contributes a share of its profits to a fund to the trustees, delegated managers or administrators of which the Company's customers, suppliers and others are welcome to write to seek a discretionary award. The fund is wholly independent of the Company and the unfettered exercise of discretion in respect of the award or non-award of monies is a matter wholly for the trustees of that fund. If you wish to contact the trustees, you may do so at: Griffin Trustees Limited, 3076 Sir Francis Drake Highway, Ellen Skelton Building, Second Floor, Road Reef, PO Box 765, Road Town, Tortola VG1110, British Virgin Islands.

3.13. **Promotional Offers/Discounts**: From time to time, We may offer promotions or discounts on the Website. Promotions are only applicable to new registrations. Any discount or promotion can only be applied once and to only one sibling (in such circumstances the promotion or discount would apply to the lower invoice amount). The Nursery reserves the right to seek payment of any discount or promotional offer made for a Child who leaves the Nursery within six months of such offer or promotion being made.

3.14. **Promotional offers/Discounts – withdrawal**: These may be withdrawn at any time and without notice.

3.15. **Extra Costs:** Parents will be consulted regarding any extra costs such as day trips or external activities.

3.16. **Payment of Fees/late payment charge:** You undertake to pay the Fees within five days of the date of issue of the invoice (unless a prior agreement has been reached with the Nursery); otherwise a late payment charge of twenty-five pounds will be made on each invoice. Fees are the joint and several responsibility of each person who has signed the Registration Form or who has parental responsibility for the Child.

3.17. **Freezing of Nursery place:** If Fees remain unpaid ten days after the date of issue of the invoice, We

reserve the right to freeze Your Child's place at the Nursery Premises and Your Child may be excluded from the Nursery until the Fees are paid. If Fees continue to remain outstanding, You may receive written notice from Us to withdraw Your Child from the Nursery and we reserve the right to terminate this agreement without further notice.

3.18. **Review of Fees and Fee increase:** We reserve the right to review the by providing 1 month's notice.

4. FORCE MAJEURE/LIABILITY

4.1. Matters outside our control/Liability: We shall not be held liable for any failure or delay in providing the services under these Terms and Conditions where such failure arises as a result of any act or omission which is outside our reasonable control including without limitation acts of God, a pandemic or epidemic, terrorist attack, collapse of buildings, fire, explosion or accident, interruption or failure of utility service, use of the Nursery Premises as a polling station or in the event of a government lockdown or advice from a local authority to shut the Nursery Premises.

4.2. In respect of an epidemic, pandemic, government lockdown or advice from a local authority to shut the Nursery Premises, no compensation shall be paid or refund given by the Nursery if any Sessions are cancelled. In such circumstances, You shall be liable to pay the full fees for the first 14 working days and thereafter equivalent of 30% of the Fees for the Sessions You have booked for up to three months following any closure of the Nursery Premises. Following the re-opening of the Nursery Premises, you shall be liable to pay the equivalent of 100% of the Fees for the contracted Sessions even if Your Child does not attend Nursery. Following the reopening of the Nursery Premises, you are entitled to give one months' written notice to terminate these Terms and Conditions in accordance with Clause 5.

4.3. Liability: Subject to Clause 4.2, if we are found liable for any loss or damage to You such liability is limited to that amount you have paid for the Sessions in the previous twelve calendar months. We also exclude liabilities for losses that were not foreseeable to both parties when the contract was formed and losses that were not caused by any breach on our part. This liability does not apply to personal injury or death arising as a direct result of our negligence.

5. TERMINATION

5.1. Subject to clauses 4.2, 5.2, 5.3, 5.4, 5.5 and 6.3 either party may terminate this agreement by **giving to the other party, 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). You are able to terminate anytime from your child's start date.**

5.2. We may terminate this agreement in accordance with Clause 3.16 (non-payment of Fees).

5.3. We may terminate this agreement immediately upon notice if there is evidence that you have abused or mistreated our staff in any way.

5.4. Either party may terminate this agreement immediately on written notice if the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of twenty-one days after being notified in writing to do so. For the

purposes of this clause 5.4, '**material breach'** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from.

1.1. 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 withdraw the child without being charged fees in lieu of notice.

2. SMOOTH RUNNING OF THE NURSERY

2.1. Concerns/Complaints: We are keen to ensure that Your Child has an enjoyable experience whilst spending time at the Nursery and take any complaints or concerns very seriously. Any question, concern or complaint about the pastoral care or safety of Your Child must be made promptly so that the supervisor in charge can look into the matter. **If the matter cannot be resolved by the supervisor in charge, the matter should be referred to the Nursery Manager.**

2.2. CCTV: **By accepting these Terms and Conditions, you agree that the Nursery is using CCTV monitoring of your child while on the Nursery premises. You acknowledge that all our CCTV cameras operate on a live view basis solely for security purposes. CCTV footage is not shared with parents in order to protect the privacy of other children at the Nursery.**

2.3. Suspension/Removal: We may be required to suspend Your Child from Nursery in circumstances where Your Child's behaviour is deemed unacceptable by the Nursery Manager or endangers the safety and wellbeing of other children at the Nursery. Whilst such suspension is ongoing, we will credit back to you any Sessions you have previously paid for. We will work with You to address the cause(s) of the suspension but if the period of suspension exceeds one month, we may terminate this agreement immediately.

2.4. Information about Your Child: You must complete and return Your Child's personal record prior to your Child's first day of attendance at the Nursery and you are responsible for informing us of any changes via the Parents' electronic portal. You must disclose to Us any known medical condition, health issue or allergy affecting Your Child, or any family circumstances or court order which might affect Your Child's welfare or happiness, or any concerns about Your Child's safety.

2.5. Change to contact details: You must inform us immediately if Your contact details change.

2.6. Special Precautions/Change of Circumstances: The Nursery Manager must be notified in writing immediately of any court orders or situations of risk in relation to the Child for which any special precautions may be needed.

2.7. Belongings: Children should not bring money, valuables, sweets or toys with them to the Nursery Premises. However a comforter will be permitted. The Nursery does not accept responsibility for loss or damage to such items.

2.8. Clothing: Please ensure You bring a change of clothes for Your Child (along with warm outdoor clothing in the winter and a sun hat (which offers protection to the face and neck). Please apply sun cream to Your Child in the spring and summer prior to attending Nursery as the weather demands. For further information, please consult the Nursery Policy Handbook.

2.9. Trips outside the Nursery: From time to time, We may organise trips and visits outside of the Nursery Premises. If you do not wish Your Child to participate, please inform the Nursery Manager in writing.

2.10. Transport for trips outside the Nursery: You consent to Your Child travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type (except where you have provided notice in accordance with clause 6.9).

3. MEDICAL

3.1. Food - Allergies: We offer a variety of food at the Nursery. You must inform us of any dietary requirements or allergies.

3.2. Infectious illnesses: Children will not be accepted into the Nursery with an infectious illness and must not return to the Nursery until medically fit. The Nursery reserves the right to send a Child home if s/he become unwell whilst under the Nursery's care. You are expected to collect Your Child promptly if You receive a call from Us informing You that Your Child is unwell. You must adhere to the policies set out in the Nursery Handbook.

3.3. Medicine: The Nursery cannot administer any medicine to Your Child unless prescribed by a doctor. Parents will be required to fill in a medicine consent form for the administration of medicine to Your Child.

3.4. Medical Information: Throughout the Child's time at the Nursery, the Nursery Manager shall have the right to disclose confidential information about the Child if it is considered to be in the Child's own interests or necessary for the protection of other members of the Nursery community. Such information will be given and received on a confidential, "*need-to-know*" basis.

3.5. First Aid Provision: You consent to Your Child receiving first aid treatment as and when necessary from an appropriately qualified person.

3.6. Emergency Medical Treatment: You authorise Your Child receiving emergency medical treatment by an appropriately qualified professional in circumstances where it is necessary for Your Child's welfare and when You or Your emergency contact cannot be reached.

4. OTHER

4.1. Privacy and Data Protection: We take the protection of personal data very seriously. We process personal data about You and Your Child in accordance with the General Data Protection Regulations and the Data Protection Act 2018. Please refer to the Website for our Privacy Notice and to the Nursery Policy Handbook for further information.

4.2. Even if we delay in enforcing this contract, we can still enforce it later. If We do not insist immediately that You do anything You are required to do under these Terms and Conditions, or if We delay in taking steps against You in respect of Your breaking this contract, that will not mean that You do not have to do those things or prevent Us taking steps against You at a later date. For example, if You miss a payment of Sessions and We do not chase You but We continue to provide services, We can still require You to make the payment at a later date.

4.3. Insurances: The Nursery shall maintain those insurances which are prescribed by law. All other insurances are the responsibility of Parents.

4.4. Legal Contract: The offer of a place and its acceptance by Parents give rise to a legally binding contract on these Terms and Conditions.

4.5. Website: We aim to have the Website available at all times. However, we cannot guarantee this or warrant that it will be error free and we cannot accept liability for any issues that arise. We make no warranty whatsoever for its fitness for purpose or accuracy.

4.6. Third Party Rights: Only the Nursery and the Parent(s) are parties to this contract.

4.7. Interpretation: These Terms and Conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.

4.8. Jurisdiction: These Terms and Conditions are governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

4.9. Non-Solicitation of Staff: Parents agree not to directly or indirectly canvas or solicit or endeavour to encourage any staff to leave the employment of Twisty Tails Nursery. Should you employ one of our staff within one year of them leaving our employment to care for a child that is or has been registered with the Nursery, you will be liable to pay us an introduction fee of £4,000. If parents make arrangements directly with Nursery staff out of Nursery hours for babysitting, this is a private arrangement, and the Nursery takes no responsibility for this. These arrangements are to be approved by the nursery manager. Parents are reminded that staff are not authorised to discuss any matter in relation to the nursery while not on duty. Staff who have left the employment of the nursery are not permitted to enter the building for collection or drop off of children.

5. EMERGENCY CARE:

Emergency Care Sessions — Payment Terms

All fees for emergency care sessions are **due and payable by the corporate company through which the booking has been made**. Payment reserves the specified session time exclusively for the Child.

Rescheduling and Transfers

Booked emergency care sessions **may only be rescheduled or transferred** through the official Emergency Care Company booking system.

Any changes must be completed **no later than 24 hours before the session start time**.

After this point, the booking becomes fixed and fully chargeable.

Attendance After Cancellation

If a Parent cancels an emergency booking **but the Child attends the session**, the Parent (or the corporate company responsible for the booking) remains **fully liable for the full emergency care fee**, which will be charged at the standard emergency care rate.

Agreement to Terms

By booking an emergency care session, the Parent acknowledges and agrees to all terms in this section, including full financial responsibility for the session regardless of cancellation, attendance, or changes made outside the permitted 24-hour window.

6. Change to Terms and Conditions: We reserve the right to vary any of these Terms and Conditions on giving reasonable notice.