

DR Arora Enterprises Ltd trading as Little Roo's Day Nursery

Terms and Conditions

1. Obligations of DR Arora Enterprises Ltd

DR Arora Enterprises Ltd nurseries will:

- 1.1. Ensure premises comply with all relevant legal requirements relating to childcare provision;
- 1.2. Implement a learning and development programme for children attending the nursery, and review relevant research which may complement the learning and development programme provided;
- 1.3. Ensure that the nursery shall be open Monday to Friday from 8:00am - 6:00pm throughout the year, except on public holidays, bank holidays and during Christmas. At Christmas, the nursery will close at 4.30pm Christmas Eve and re-open on the first working day after New Year's Day;

2. Obligations of the Parent/Guardian

Both parents/guardians and the sole parent/guardian will :

- 2.1. Notify DR Arora Enterprises Ltd nurseries if the child has any illnesses, sickness or allergies before bringing the child to the nursery;
- 2.2. Fully and honestly, answer all questions in the registration documents and Child Personal Documentation. DR Arora Enterprises Ltd will wholly rely on the answers contained in them;
- 2.3. Inform the nursery head, of any changes/updates/new information regarding the Child Personal Documentation within 24 hours of such change;
- 2.4. Permit and authorise DR Arora Enterprises Ltd in its sole discretion to seek medical assistance for the child where the parent/guardian cannot be contacted for prior approval;
- 2.5. Consent to the holding and processing of personal data relating to the parent and child in accordance with the new General Data Protection Regulation (GDPR) effective 25th May 2018;;
- 2.6. Agree that from the date of this agreement, and during its term, and for 12 months after its termination the parent/guardian will not directly or indirectly or via an agency employ DR Arora Enterprises Ltd staff without the written consent. In the event that a parent/guardian does directly or indirectly employ a DR Arora Enterprises Ltd staff member, a figure representing 25% of salary will become payable;
- 2.7. Notify the nursery, in the event a parent/guardian is eligible for a corporate, student or government discount, that they have such eligibility and the discount will only be applied from the calendar month following the date on which the parent/guardian notified DR Arora Enterprises Ltd;
- 2.8. Notify DR Arora Enterprises Ltd that there have been changes to eligibility of discount. If a parent/guardian fails to fulfil this obligation, we will remove the discount for the calculation for future month's childcare and reserves the right to retrospectively charge the parent/guardian for the discount awarded to them;
- 2.9. Little Roo's recommends a "minimum session" policy that supports your child settling into the nursery initially, provides social experience and consistency for the child. The minimum number of sessions recommended is two full day per week or three half day sessions per week.

3. Children

DR Arora Enterprises Ltd may require the parent to withdraw or remove the child from the nursery as soon as it is practicable, in the event that:

- 3.1. The child requires special medical care which is not available at the nursery, or which is refused by the parent/guardian;
 - 3.1.1. Reasonable cause to believe that the child is suffering or has suffered from any contagious disease, and there remains the risk that other children at the nursery may contract the disease;
 - 3.1.2. The parent/guardian is not open and honest about the child's condition, or withholds, or is subsequently found to have withheld important information;
- 3.2. The parent shall not be entitled to any refund of fees paid when a child is absent from the nursery for any reasons stated in paragraph 3.1;

4. Fees & Invoicing

- 4.1. A signed and fully completed registration form accompanied with a £50 non-refundable registration fee and a refundable £200.00 deposit, must be in receipt before any confirmation letter and settling in sessions can be arranged;
- 4.2. The deposit £200.00 will be refunded when your child leaves. If you wish to cancel/terminate your Child's place less than one month before they start or after starting the nursery, or for non-payment after leaving your deposit will not be refunded;
- 4.3. In return for providing day care service to the child, the parent/guardian agrees to pay the agreed fees which are charged monthly in advance and payable by standing order mandate, three days prior to 1st of the month to which they relate;
- 4.4. DR Arora Enterprises Ltd reserves the right to charge interest on late fees at the rate of 2% over the Bank of England base rate or a minimum charge of £20 if fees remain outstanding more than 7 days beyond their due date. Children may also be excluded from the nursery if fees remain outstanding more than 10 days beyond their due date and the registration terminated;
- 4.5. Fee will be invoiced to the person(s) named on the registration form. Fees are payable during periods of absence from the nursery, including sickness, holiday and during public holidays. For security reasons the Nursery is not able to accept cash payments;
- 4.6. All invoices are raised at least 3 working days prior to the 1st* of each month and are calculated at a fixed monthly rate based on the child's normal weekly sessions, i.e weekly sessions x 51 (weeks) divided by 12 (months) = monthly invoice. Extra sessions or additional charges will be invoiced in arrears. Fees are not charged for days specified in paragraph 1.3 relating to Christmas, but all other Bank Holidays are chargeable along with any other days whereby the Child cannot attend i.e. due to illness or holiday. When starting/finishing or changing sessions mid-month, invoicing will reflect actual sessions attended rather than the above calculation;
- 4.7. When a Child moves into the next age band, any new charges will be effective from the 1st of the month following the Child's birthday. One month's notice will be given before any fee increase is implemented.
- 4.8. A sibling discount is offered on the elder Child only and will be deducted off the elder Child's invoice during the period when all siblings are registered to attend the nursery.
- 4.9. Please refer to our Fee Policy for our 2 and 3 year old Government funding offer.

5. Change - Cancellation – Termination

- 5.1. Any postponement of the start date for your child to the nursery requires one month's written notice prior to the agreed start date, failing which one full month childcare fee will be charged from the original start date based on sessions the child was due to attend, as detailed in the registration and child personal documentation;
- 5.2. Termination of a child's place or a reduction of regular or extra sessions by DR Arora Enterprises Ltd or the parent/guardian requires one month's written notice;
- 5.3. If a parent/guardian is found to be in breach of these terms and conditions, and fails to rectify the breach within 7 days, DR Arora Enterprises Ltd has the right to terminate the childcare place with immediate effect. The parent/guardian forfeits the right to refund of overpayment of fees if any and deposit;
- 5.4. If a parent/guardian withdraws their child during the notice period specified in paragraph 5.2, the fees payable in respect of that notice period remain payable to DR Arora Enterprises Ltd;
- 5.5. Extra sessions must be booked at least 24 hours in advance of the extra session required. Where extra sessions are booked, they will be charged at the current list price rather than the 'Full day' or 'Full Week' discounted rate;
- 5.6. In exceptional circumstances, if a 'critical incident' triggers the closure of the nursery, i.e. severe weather, health pandemic or acts of terrorism, DR Arora Enterprises Ltd will not be held responsible and the parent shall not be entitled to any refund of fees;

6. Whole Terms and Conditions

These Terms and Conditions represent the entire understanding between the parties. All other understanding, agreements, warranties, conditions, terms, contracts, documentation, or representations, whether written or oral, expressed or implied, are excluded to the fullest extent permitted by law;

7. Law

These Terms and Conditions shall be governed and construed in all aspects in accordance with the laws of England and Wales and the parties submit themselves to the jurisdiction of the English court.

Name of child:

Parent signature:

Date: