



**About us:** We are Edward Bears Private Daycare (referred to in these Terms and Conditions as 'Happy Days' or the 'Company'). We are part of the Happy Days Consultancy Limited group which is made up of various companies/nurseries (the 'Group'). The Group's standard Terms and Conditions, as set out below, shall apply.

## **The Group's Standard Terms & Conditions**

### **Registration**

A Registration Fee is required to register your child at the nursery and secure a booking. This does not guarantee that a place will be available, and the registration fee will be returned if the nursery cannot offer the place on the schedule and date required. For details of the fee structure, please speak to the nursery manager.

(Please note a registration fee is not applicable for those children attending Early Years Education Entitlement sessions only).

### **Minimum Booking**

The minimum number of sessions your child can be booked into the nursery is two full days per week.

(Please note the Minimum Booking rule is not applicable for those children attending Early Years Education Entitlement sessions only).

### **Nursery Fees and Charges**

The nursery is open 51 weeks of the year and closes for one week at Christmas, 2 Inset Days and all other Bank Holidays.

Nursery fees are calculated from the booked weekly attendance, based on the fee structure for each nursery.



Fees are calculated from the number of sessions booked to attend in the month, based on the fee structure for each nursery. This means that the invoice amount will vary each month, depending on the number of days in the month.

Fees are payable monthly in advance, on the first day of each month (the due date) by either payment through the Family App, Direct Debit, voucher or Tax-Free Childcare.

No refund will be given for Bank Holidays, Inset Days or in the event of the child's absence due to illness, holiday or for any other reason. This is because the nursery must reserve a place for the child with appropriate staffing in advance. Any extended absence through sickness will be charged at the discretion of the nursery manager.

Where a reduced fee rate applies after a child's birthday, that reduced rate will take effect from the first day of the following charging period.

### **Extra/Ad-Hoc Bookings**

Additional ad-hoc sessions booked will be charged for in advance, on an actual basis, in addition to the monthly amounts. Ad-hoc sessions can be cancelled provided at least one month written notice is given to the nursery manager. Unused booked sessions are not refundable.

### **Payment of Childcare Fees**

Upon acceptance of a childcare place, and one month prior to the start date, payment of the first full month's fees is required. A completed Direct Debit mandate must also be completed via the Family App which, when set up, will automate all further advanced payments at the start of every month, directly from the parent/guardian's bank account. Each charging period will be for one calendar month.

Parents/guardians will be notified by email or letter provided by the nursery manager, of each monthly direct debit that is to be taken from their bank account for nursery fees.

Happy Days reserves the right to increase the said fees at any time upon giving one calendar month's written notice to the parents/guardian of the proposed increase.



Any reduction or change in days to a full day care child's weekly booking pattern will be provided if at least two month's written notice is given to the nursery manager.

Any changes in days to a child accessing Early Years Education Entitlement weekly booking pattern will be provided if at least one term's written notice is given to the nursery manager. This is because the Early Years Education Entitlement is claimed termly.

### **Arrears**

If there are outstanding fees at any time, the nursery reserves the right to immediately suspend or terminate childcare services for the child until the position is rectified. Any cost incurred as a result of suspension or termination will be paid for by the parent/guardian of the child. Any reasonable costs incurred by Happy Days, as a result of arrears such as legal, bank or administrative charges, will be chargeable in full to the parent/guardian.

Happy Days will apply a minimum charge of £30.00 to be allocated to a child's fees, for any unauthorised cancellation of a Direct Debit mandate.

### **Cancellation/Termination**

- (i) After an offer of a place has been made by the nursery but before acceptance by the parent/guardian either party may cancel the offer by serving 14 days' written notice.
- (ii) After acceptance of the offer by the parent/guardian either party may terminate this agreement by the service of two months' notice in writing. During that said two-month period the nursery undertakes to continue to admit the child and the parent/guardian undertakes to pay all fees due. In the event of the parent/guardian failing to pay the two months' fees the child's place shall be immediately withdrawn and the nursery shall be entitled to serve a formal demand for payment of such monies.
- (iii) In the event of the parent/guardian giving notice of withdrawal of the child and immediately withdrawing the said child there shall be due to the nursery two months' fees in lieu of notice. Failure by the parent/guardian to provide two months' written notice or any notice at all shall render the parent/guardian liable to the nursery for two months' fees.
- (iv) Notice must be in writing and provided to the nursery manager.



- (vi) The nursery reserves the right to terminate any Child's enrolment, or restrict access to parent/guardian or child, at any time without notice, in consideration of the protection of other children and staff, and the well-being and smooth operation of the nursery. Any disruption caused by a parent or child that is deemed inappropriate or not conducive to a nursery environment, or undermines the reputation of the nursery, or its staff, will be cause for termination at the discretion of the nursery manager.
- (vii) This agreement will automatically terminate on 30 August following the child's fourth birthday.

#### **Early and Late Collection Surcharge**

Parents/guardians either dropping off early or collecting beyond the booked session times will be subject to an additional surcharge, details of which are displayed at the nursery.

#### **Infections & Illnesses**

Happy Days cannot normally undertake the care of sick children. The nursery must be informed of any child sickness or problems before attempting to bring the child to the premises. Each case can then be considered on a strictly individual basis.

In the interest of other children and staff it will be necessary to exclude any child who has been diagnosed with certain contagious illnesses and diseases as per the Public Health Guidelines.

As noted above no refund will be given in the event of the child's exclusion due to illness.

#### **Opening Times**

Each specific nursery has individual opening times. Most nurseries will be closed for weekends, all Bank Holidays and 2 inset days per year. Normal opening times are 0800 hrs to 1800 hrs.



### **Local Terms and Conditions**

From time to time the Terms and Conditions will change and vary for each individual setting, dependent on site-specific operational requirements including changes to legislations and regulations. Happy Days will give the parent/guardian 30 days' notice of any change to these Terms and Conditions.

### **Force Majeure**

Happy Days are unable to offer any refunds or compensation for closure or suspension of nursery activities as a result of third-party action, inclement weather, fire, flood or any other event beyond our control.

### **Personal Property**

Happy Days cannot be held liable for the loss or damage of any item belonging to the public on the premises. This particularly applies to children's clothing and toys as well as motor vehicles, prams and buggies.

### **Data Protection**

At Happy Days we take our data protection obligations in relation to the processing of personal data very seriously.

For more information on how we use your personal data (including the personal data of your child or children) and your rights in relation to your personal data please see our privacy notice which is available on the Happy Days website.