



## Little Angels Childcare Group Terms & Conditions

### **Where to find information about us and our services**

Welcome onboard! We are looking forward to welcoming your Child into our group. You (the POG) can find everything you need to know about us, Little Angels Childcare Group Limited and our Childcare services on our website, in our promotional materials or from a member of our team before you book your Child's place. We also confirm the key information to you in writing after your Childcare booking, either by email, or in your online account.

### **When you book Childcare services from us you are agreeing to the following terms:**

#### **We only accept Childcare bookings when we've checked them**

We will contact you to confirm we've received your application form and have agreed to offer your Child a place at our Childcare group. We will then ask you to sign this contract which when signed by you and us, will become legally binding upon these Terms. If we have any queries with the application form, we will contact you using the contact information provided.

#### **Registration Fees**

You must pay the registration fee upon signing the contract to cover our administration fees in registering your Child at our group. Once a Child has been registered with us, the registration fee is non-refundable unless we otherwise agree in writing for exceptional circumstances.

#### **Waiting list, confirming start dates, and onboarding new children**

We are proud to be a popular nursery group, and this means we often operate a waiting list. Being on our waiting list does not guarantee a place until a space has been confirmed in writing.

##### **1. How we confirm a start date**

If your Child is on the waiting list and has not already been allocated a space earlier, we will review our availability for your Child **two months prior to your requested start date**.

##### **2. What we will tell you**

Following our review, we will contact you to confirm one of the following:

- a) we can **confirm your requested start date/ offer a start date**, and offer sessions available, or
- b) we are **unable to allocate a space** for the requested start date/sessions.

##### **3. How we allocate spaces**

Where we have more families requesting places than we have availability, we will prioritise as follows:

- Looked After Children
- Children with special educational needs and/or a disability (SEND) where their needs can be best met at their preferred Little Angels setting

- Vulnerable children with a Child Protection Plan or Child in Need Plan, or who are receiving other local authority support
- Children with siblings already attending Little Angels
- Children with an earlier requested start date
- Children whose parents live in the local area

We aim to apply these criteria fairly and consistently, while ensuring we can meet every child's needs safely and appropriately.

#### **4. If we cannot offer a place at that time**

If we are unable to allocate a space two months before your requested start date, we will explain the position and, where possible, discuss alternative options (for example, an alternative start date or Sessions), subject to availability.

### **We charge you when we provide our Childcare**

We will contact you to arrange "settle in Sessions" for your Child which should ideally take place the week before the Childcare Start Date. You will not be charged for these "settle in sessions".

We will provide our Childcare services from the Childcare Start Date which can be deferred for a maximum time of four (4) weeks from the Childcare Start Date unless we otherwise agree in writing.

Please be aware that we have a very long waiting list for our Childcare services. If you wish to defer the start of the Childcare services for longer than four weeks from the agreed Childcare Start Date then in order to preserve your Childcare space, we shall start to charge you in full for the Child Care Hours after the four week deferred period. If this is not acceptable to you then we will end the contract with you and offer the Childcare space to another Child.

Apart from the registration fee above, we will take payment for the Childcare services at regular intervals, usually monthly, as explained to you during the onboarding process and as detailed further below.

### **Our commitment to you**

In providing our Childcare services we agree to:

- o Care for your Child during the Sessions and at such other times as may be mutually agreed by both parties.
- o Comply with all requirements of registration as laid down by the regulatory Early Years Directorate, Ofsted and Local Authorities.
- o To keep information on your Child and you confidential unless otherwise provided for in our privacy policy or if we are legal obligated to pass on such information.
- o Provide suitable development experiences appropriate to the age and stage of development of your Child and inform you of the named Child's development.

- o Notify you (the POG) of any accident or injury occurring whilst your Child is in our care.
- o To provide you access to the Blossom app provided you continue to use it within its terms of use.
- o Send you regular updates about your Child's Sessions via the Blossom app.
- o At your or our request, be available to discuss with you, the care and development of your Child, to be arranged at a mutually convenient time.
- o To provide your Child with breakfast, lunch, dinner and snacks as indicated on the Childcare Details and such meals shall be nutritionally balanced and prepared with regard to the dietary, cultural and social requirements set out in the Contract Details.
- o Use our best endeavours to safeguard your Child from any outside risks such as objects that may cause harm or injury and unknown third parties (strangers).
- o Maintain appropriate and up to date insurance cover, including public liability and motor insurance. If requested by you we can show you our insurance certificates.
- o We will review our Childcare services annually and inform you of any changes to these terms or our policies.
- o We aim to provide continuous care provision with the exception of bank holidays, development days and our Christmas break, being Christmas Eve to New Year's Day unless we inform you in writing otherwise.

### **Your commitment to us**

So that we are able to provide our Childcare services to the best of our ability, you agree to:

- o Inform your setting manager in writing about any allergens or medical needs your Child may have and keep us informed of any changes through their time with us.
- o Answer all questions on registration and settle in Sessions honestly and frankly and inform us if any changes occur in your Child home life, medical needs or the parent(s) contact details.
- o Keep us informed and updated in writing as to your preferences with regard to photographing your Child and how we may use such photographs. More information about this can be found in our policies available at our office and on request.
- o Comply with the Blossom App terms of use and keep all information in the Blossom App up to date.
- o Adhere to and abide by our Parent Code and policies as updated and notified to you from time to time.
- o Drop off and collect your Child on time. Please note there are additional charges for late collection of your Child unless agreed mutually by both parties.

o Provide the following items each day:

§ change of clothes labelled with Child's name.

§ set of outdoor clothes suitable for the weather including wellington boots and hats.

§ other items that are appropriate for the day.

§ on sunnier days, an initial application of sun cream must be applied to your Child before the start of your Child's Sessions.

o Be available to discuss the care and development of your Child with us at our request to be arrange for a mutually convenient time.

o Inform us if your Child has been ill within 48 hours before a contracted period and respect our right to decide whether or not to accept a sick Child for care. Please see our Illness and Exclusion policy for further information available on the parent notice board on our website.

o Inform us and keep us updated about any medicine prescribed by your Child's doctor. You must give us written permission to enable us to administer the medicine if such is required. Written permission will be required each time medicine is administered.

o Notify us at the beginning of each Sessions of any accident or injury your Child may have suffered since the last Sessions so we are able to record details on a home incident form.

o Continue to pay our charges during any periods of absence and long term in order to secure your Child's place with us.

o Accept that during the first six (6) months of a Child joining us and settling in, your Child may become more susceptible to picking up coughs and colds. This is quite normal and you should not worry. Your Child will soon build up a resistance to the new environment.

## **Session Fees, Payments and Charges**

You are charged for the number of Sessions per month as stated in the Childcare Details and payment is required in advance.

We shall raise a monthly invoice at the beginning of the month for all Childcare Sessions and any additional Charges to be incurred in that month. Invoices will be emailed to you and your account can be seen in the my Blossom app. Payment receipts can be emailed to you upon your written request.

We offer an optional payment plan for the full year of our childcare services which runs from April-March. This is where you may pay the minimum payment stated on the invoice (Minimum Payment) for 11 months with the remainder of the balance of the Charges for our Childcare Services to be paid in full in month 12. Note this is not a payment plan for 12 equal payments. We allow you to make the Minimum Payment each month but you can pay the full balance should you choose. Any remaining balance will be due in month 12 for which you are responsible to pay.

You can pay the invoice in full or the pay the Minimum Payment as notified by us in writing or in your account on the Blossom app. Payment is due on the 1st of each month.

We provide funding in accordance with Government childcare schemes they have in force from time to time. You may only claim the maximum childcare allowances depending on the age of your child and income. You will be charged at our standard rates for any childcare Sessions above these funding hours for which you are responsible to pay. If the Government childcare scheme changes then we reserve the right to update this clause.

Additional Charges shall be incurred for the cost for consumables and activities which are provided. We will let you know the cost of these items which will be shown separately on our invoice.

You can pay by direct debit, tax free childcare or childcare vouchers or via Blossom App. Minimum Payment can be made in full by childcare vouchers, if a due payment is not paid for 2 months then you must complete a direct debit mandate to ensure future payments is received.

We do not accept payment by cash, cheque, bank transfer or standing order. Any payment made NOT by tax free childcare, childcare vouchers or direct debit e.g. cash, cheque, bank transfer/standing order will be charged an administration charge of 5% of the childcare value to cover our increased costs in accepting payment this way.

You must inform in writing if they do not wish for their child to be included in any extra activities that incur additional Charges, otherwise the Charges for such activities will be applied directly to the invoice.

In the event you are more than 15 minutes delayed from collecting your Child at the end of their Sessions, we shall apply a late collection fee of £10 per Child to your account which will be added to your next invoice. Please note that if you do not collect your child and we are closed, then we have safeguarding procedures to follow which could involve contacting social services.

If payment is not paid by 10<sup>th</sup> of each month a late payment will incur a £30.00 administration fee and each subsequent month a late payment charge of £30 will be charged. This fee is a genuine estimate of our additional time and fees incurred in administering late payments.

Please note that our Charges for our Sessions are still due and payable where we are unable to provide our childcare services in unforeseen circumstances which impacts on the safety of the children and our team, including but not limited to:

- o adverse weather conditions- cold, snow, heat.
- o Child sickness and nonattendance based on our Illness and Exclusion Policy.
- o Closure of the childcare setting due to burglary, property damage, government restrictions and similar.

We will not charge for our services when we are closed for the Christmas break, Bank Holidays and our team development days.

You may request additional Sessions but these are subject to availability. If you require your Child to attend an additional Session on the same day as your usual Sessions, you will be charged an additional half day and not a full day in total. E.g. if you attend a morning Session and would like your Child to stay on for the afternoon Session, you will be charged for the afternoon Session in addition to your morning Session.

You are responsible for payment of the agreed Sessions whether or not your Child attends the agreed Sessions. This includes holiday for any period of time or any other reason for the non-attendance.

We will provide our childcare services on the agreed days and Session times only as stated in the Childcare Details or as otherwise agreed by us in writing. These days are not interchangeable. If you would like to make changes to the agreed Session days and times then please inform us in writing and we will do our best to accommodate your request but any changes are subject to availability. If we agree to change the Session times, then we will update our Charges to your account accordingly and inform you of the start date of the additional Sessions.

If you wish to reduce the number of agreed Sessions then please give us one month's notice in writing. Please note that any reduction on Sessions shall be on a permanent basis unless otherwise agreed by us in writing. Unfortunately we cannot reduce or change the number of Sessions on a weekly or monthly basis to accommodate your work or personal circumstances.

### **We charge interest on late payments**

If we're unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

### **We're not responsible for delays outside our control**

If our supply of your service is delayed or prevented by an event outside our control, such as adverse weather, burglary, or property damage to the Childcare Location. We will contact you as soon as possible to let you know and do what we can to reduce the delay or prevention. As long as we do this, we won't compensate you for the delay or prevention, but if the delay is likely to be substantial you can contact us by email [info@littleangelschildcaregroup.co.uk](mailto:info@littleangelschildcaregroup.co.uk) us on 01865 819992 Press Option 2 for Head Office to end the contract and receive a refund for any services you have paid for in advance, but not received, less reasonable costs we have already incurred.

### **You have a legal right to change your mind from 14 days of registration**

Your legal right to change your mind. You have 14 days after the date we confirm your childcare application to change your mind about it, but you lose the right to cancel the registration fee and any childcare Sessions, which we have completed within this time (and you must pay for any Sessions provided up to the time you cancel). You must give us permission in writing to commence any of our childcare services and/or Sessions during this time and please note you will lose your right to change your mind in these circumstances.

How to let us know and what happens next. If you change your mind you can contact us by email [info@littleangelschildcaregroup.co.uk](mailto:info@littleangelschildcaregroup.co.uk) or call us on 01865 819992 Press Option 2 for Head Office. We refund you as soon as possible and within 14 days of you telling us you've changed your mind for any Sessions you have paid for in advance but our registration fee is non-refundable as we would have incurred time and costs in registering your Child with us. We refund you by the method you used for payment. We don't charge a fee for the refund.

### **You have rights if there is something wrong with your service**

We promise to provide our services using reasonable care and skill. If for any reason you are unhappy with our childcare services for any reason please do get in touch us by email [info@littleangelschildcaregroup.co.uk](mailto:info@littleangelschildcaregroup.co.uk) us on 01865 819992 Press Option 2 for Head Office.

### **We can change services and these terms**

We have the right to change the way we provide our childcare services:

- o to reflect changes in relevant laws and regulatory requirements and
- o to make minor technical adjustments and improvements, for example to address a security threat on the Blossom app. These are changes that don't generally affect our childcare services but may affect how we communicate or the way we provide them.

We can increase our prices. We reserve the right to increase our Charges each year in line with the Retail price Index (RPI). If you have any queries or would like to end the childcare services as a result of the change then you can contact us by email [info@littleangelschildcaregroup.co.uk](mailto:info@littleangelschildcaregroup.co.uk) or call us on 01865 819992 Press Option 2 for Head Office to end the contract before the Charges increase takes effect.

Changes we can only make if we give you notice and an option to terminate. We can also make changes to our childcare services or these terms or our rules and policies from time to time. If we do so we'll notify you. If you have any queries or would like to end the childcare services as a result of the change then you can contact us by email [info@littleangelschildcaregroup.co.uk](mailto:info@littleangelschildcaregroup.co.uk) or call us on 01865 819992 Press Option 2 for Head Office to end the contract before the change takes effect and receive a refund for any Sessions you've paid for in advance, but not received.

### **We can suspend supply (and you have rights if we do)**

We can suspend the supply of our childcare services. We do this to:

- o deal with technical problems or make minor technical changes;
- o update the service or our location to reflect changes in relevant laws and regulatory requirements;
- o make changes to the service (see We can change services and these terms above); or
- o because you have not paid us any Charges due on time.

We will contact you if we need to suspend childcare We will contact you in advance to tell you we're suspending childcare services, unless the problem is urgent or an emergency. Please note that all Charges are still payable and due in order to secure your Child's place during any period of suspension.

### **We can withdraw services**

We can stop providing any part of our childcare services. We let you know at least one month in advance and we refund any sums you've paid in advance for services which won't be provided.

### **We can end our contract with you**

We can end our contract with you for a service and claim any compensation due to us if:

- You don't make any payment to us when it's due and you still don't make payment within 30 days of our reminding you that payment is due;
- You don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the childcare services, for example, you don't pay the registration fee or provide further information about your child when we request it.
- You have not paid in full for your privately paid hours, including any non funded Sessions and additional Charges shown on your invoice, for two consecutive months.

### **We don't compensate you for all losses caused by us or our services**

We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- Unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your Child meant we should have expected it (so, in the law, the loss was unforeseeable).
- Caused by a delaying event outside our control. As long as we have taken the steps set out above "We're not responsible for delays outside our control" we won't be responsible for any losses you incur.
- Avoidable. Something you could have avoided by taking reasonable action, including following our reasonable instructions.
- A business loss. Any losses related to your trade, business, craft or profession.

### **Notice to end your Childcare Contract (leaving the nursery)**

If you wish to end your Child's place with Little Angels Childcare Group, you must give **two (2) months' notice**.

#### **1. Notice must be in writing**

Notice must be given in writing to your **Nursery Manager** at your Child's setting.

#### **2. When notice starts and your end date**

Your notice period begins from the date we receive your written notice. Your Nursery Manager will confirm your Child's final day in writing.

### **3. Fees during the notice period**

All agreed Sessions, Charges and any Additional Charges remain payable during the notice period, whether or not your Child attends.

### **4. Early leavers**

If you remove your Child before the end of the notice period, the remaining fees for the notice period will still be due, unless we agree otherwise in writing.

## **We use your personal data as set out in our Privacy Notice**

How we use any personal data you give us is set out in our Privacy Notice <https://www.littleangelschildcaregroup.co.uk/privacy-policy>

**Photographs** We may take pictures or videos of your Child for record-keeping purposes.

You understand that there may be group photographs/videos that incorporate images of your Child and other children and teachers. You agree that these photographs/videos may be used in other children's learning journey and other families may see these.

To protect and respect privacy, you agree not to use/upload/share photographs, videos and audio recording involving other children on public web-sites such as social media websites. You also agree to not utilise information from my child's learning journey for purpose other than understanding the development of your Child.

You have several options for resolving disputes with us

## **Our complaints policy**

Our team will do their best to resolve any problems you have with us or our services. If you are unhappy about any aspect of your childcare then please contact us by email [info@littleangelschildcaregroup.co.uk](mailto:info@littleangelschildcaregroup.co.uk) us on 01865 819992 Press Option 2 for Head Office.

**Resolving disputes without going to court.** Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to Consumer Arbitration through their website at <https://www.cdrl.org.uk/consumer-arbitration>

You can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

## **Other important terms apply to our contract**

We can transfer our contract with you, so that a different organisation is responsible for supplying your childcare service. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract.

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.