

LITTLE ELMS TERMS AND CONDITIONS OF BUSINESS

INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions (**conditions**). **Centre**: the specific day care centre operated by Little Elms indicated on the front page of the Agreement. **Child**: the child in respect of which the Services are to be provided. **Contract**: the agreement between You and Little Elms in terms of which Little Elms has agreed that your Child can attend the number of Sessions confirmed by Little Elms, or as otherwise agreed between You and Little Elms from time to time. **Conditions**: these terms and conditions of business. **Customer**: you, the parent or guardian of the Child and the person purchasing the Services. **Fees Schedule**: the fees schedule attached to these terms and conditions, which you agree may be amended by Little Elms giving to you two months written notice. **Little Elms**: The Company stated in clause 1 on the first page of this agreement, whose address for the purpose of this agreement is the address from which that Company operates. **Little Elms Equipment**: the facilities and equipment provided by Little Elms in connection with the supply of Services. **Services**: the day care services provided by Little Elms on the Terms of this Agreement. **Start Date**: the requested start date set out in the front sheet unless otherwise agreed by the parties.

VAT: value added tax.

1.2 Headings in these conditions shall not affect their interpretation.

1.3 A reference to writing or written includes faxes and e-mails to the official email address notified to You from time to time

2. APPLICATION OF CONDITIONS

2.1 These Conditions shall apply to and be incorporated into the Contract.

3. COMMENCEMENT AND DURATION The Services supplied under the Contract will be provided by Little Elms from the Start Date and will continue until terminated in accordance with Clause 9 below

4. REGISTRATION FEE

4.1 The non refundable registration fee is required to be received from the Client to secure the placement. This registration fee is non refundable.

5. LITTLE ELMS' OBLIGATIONS

5.1 Little Elms will provide the Services for the Customer. However the Customer acknowledges that there may be times when the Services cannot be provided for reasons which are beyond the reasonable control of Little Elms. Examples of these occasions include the inability of staff members to travel to work due to adverse weather conditions, or a relevant authority requiring closure of the Centre for health and safety reasons. Where these circumstances occur, the Customer will not be entitled to cancel the agreement. Little Elms will use all reasonable endeavours to minimise any such disruption to the Services.

5.2 The health and safety of your child is a paramount concern at Little Elms. Accordingly Little Elms will use all reasonable endeavours to observe health and safety rules and regulations, and to implement such reasonable security requirements that apply at the Centre in respect of the children from time to time.

5.3 Although Little Elms can make no guarantee in this regard, where a Customer requests that the number of sessions is increased then Little Elms shall use its reasonable endeavours to accommodate the Child at the additional sessions required, subject to spaces being available.

6. CUSTOMERS OBLIGATIONS

6.1 The Customer shall: (a) co-operate with Little Elms in all matters relating to the services, including ensuring that reasonable instructions of the Employees of Little Elms are adhered to whilst the Child is at the Centre: (b) provide Little Elms with all relevant contact details (for emergencies) in respect of the Child together with full and comprehensive information about the Child as a carer may reasonably require (including all pertinent medical information and any changes or updates to that medical information) in order to enable Little Elms to provide the Services. (c) provide Little Elms with such items as may reasonably be required by Little Elms from time to time in order to provide the Services. Such items may include changes of clothing or nappies may be advised to the Customer from time to time by Little Elms. (d) pay the invoices raised by the Company in respect of the Services promptly by direct debit and in any event prior to the period covered by the invoice. The Customer acknowledges that the fees for the Services are payable in advance, and will advise Little Elms promptly of any changes to any banking account from which the direct debit payment is to be taken. (e) when required to do so, because the Child is ill, or for some other reason, use all reasonable endeavours to collect the Child from the Centre as soon as possible after being requested to do so by one of the Company's staff. (f) not send a sick Child to the Centre, in line with Little Elms policy. (g) provide details of contact numbers and contact persons who should be called in the case of sickness and other emergency in respect of the Child and to ensure that such contact persons will be available to take the Child away from the Centre when required to do so by the Staff of the Centre.

6.2 If Little Elms' performance of its obligations under this Contract is prevented or delayed by any act or omission of the Customer, Little Elms shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

6.3 The Customer shall be liable to pay to Little Elms on demand, all reasonable costs, charges, or losses sustained or incurred by Little Elms (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract.

6.4 The Customer shall not, without the prior written consent of Little Elms, at any time from the date of the Contract to the expiry of 12 months after the last date of supply of the Services, solicit or entice away from the Little Elms, or employ (or attempt to employ) any person who is, or has been, engaged as an employee (whether full or part time) of Little Elms in the provision of Services.

6.5 If, contrary to the provisions of clauses 6.4, the Customer does employ an employee, whether full-time or part-time, then the Customer agrees by way of liquidated damages that Little Elms shall be entitled to a recruitment fee which shall be calculated at the higher of 20% of the annual salary payable by the Customer to the employee, or 20% of the annual salary payable by Little Elms to that employee. The Customer

agrees that these costs represent the reasonable costs of Little Elms advertising for and attracting suitable employees and /or costs payable to external recruitment agencies for the replacement of staff employed by the Customer in contravention of clauses 6.4.

6.6 Where any employee, worker or contractor used by Little Elms is engaged by You to provide any service, which service could include private childminding, or fetching or delivery of children, (and whether or not Little Elms has given its per-mission under clause 6.4) then Little Elms shall have no liability whatsoever at all in relation to such service and this is a matter which falls entirely out of the scope of the employees, workers or contractors arrangements with Little Elms. You hereby agree to indemnify Little Elms and hold Little Elms harmless against all claims which may arise during the course of that employee, worker or contractor providing services requested by You outside of the employee, worker or contractors terms of employment or engagement.

6.7 The Customer will abide by all other reasonable instructions that may be issued by Little Elms during the course of this Contract.

7. CHARGES AND PAYMENT

7.1 In consideration of the provision of the Services by Little Elms, the Customer shall pay the Fees monthly in advance. Fees are usually calculated on an annualised basis. In relation to accounts where Early Years funding is allocated, Fees are calculated on an actual sessions attended basis each month.

All families are required to sign up to and have their fees collected by Direct Debit.

Little Elms will invoice the Customer prior to the month in which the Services are to be rendered and payment will be deducted from the Customer's Account by direct debit by the last working day of the month prior to the month in which the Services are rendered.

7.2 Where you wish your Child to attend additional Sessions, in excess of their agreed number of Sessions then Little Elms will try to accommodate your child at the additional Session(s), subject to availability. Where the additional Session(s) is required on a termly basis then provided your Child can be accommodated, your schedule will be amended. Where a Session is to be attended on an ad hoc basis and not as part of a regular attendance, then the cost of that Session will be advised to you and must be paid in advance. Until payment is received for that Session, no place will be reserved for the Child. No refunds or credits will be given in the event the extra Session has been agreed and is cancelled by you or otherwise not attended.

7.3 Little Elms reserves the right to review the Fees Schedule and to increase the fees stated at their discretion, however in the event of any change in fees a mini-mum of two month's notice of that change will be given in writing to the Custom-er.

7.4 The Customer undertakes to collect the Child promptly at the end of the Session. Where the Customer collects the Child late, Little Elms reserves the right to levy a late collection fee as set out in the latest Fees Schedule.

7.5 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Little Elms on the due date, Little Elms may: (a) charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of HSBC Bank, accruing on a daily basis and being compounded quarterly until payment is made: and (b) suspend all Services until payment has been made in full, all sessions not attended when suspended will still be payable as normal.

7.6 Time for payment shall be of the essence of the Contract.

7.7 All sums payable to Little Elms under the Contract shall become due immediately on its termination, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

7.8 Little Elms nurseries are closed for all UK public holidays, but no refunds shall be given and any sessions not provided as a result remain chargeable at the normal sessional rate.

7.9 Little Elms nurseries close at 2pm on Christmas Eve each year but no refunds shall be given, and any sessions not provided remain chargeable at the normal sessional rate.

7.10 **SYDENHAM, LEE, CATFORD, CATFORD GREEN:** Lewisham Borough insists on a termly nursery closure (1 day per term) to facilitate updates and training for Early Years Workers within the borough. These days are referred to as 'inset days but no refunds shall be given and any sessions not provided remain charge-able at the normal sessional rate. These dates are advised to families with at least 2 months' notice.

7.11 Little Elms offers a 10% sibling discount for the oldest sibling attending. This discount is applied to the oldest sibling's invoice throughout the duration 2 or more siblings attend.

7.12 Where the Customer submits an increase in session request which has been accepted by Little Elms and the uptake is subsequently confirmed by the Custom-er, then the Customer shall be committed to paying for the increased sessions for a minimum of two months and shall therefore be required to give 2 months' notice in writing of cancellation of the additional sessions.

7.13 The customer is not entitled to any reduction or waiver in fees for any sessions not attended including for reasons of absence due to illness, holidays or for any other reason.

8. LIMITATION OF LIABILITY – THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

8.1 This condition 8 sets out the entire financial liability of Little Elms (including any liability for the acts or omissions of its employees, agents, consultations, and subcontractors) to the Customer under the Contract.

8.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

8.3 Little Elms will not be liable for any losses or charges which may be suffered by the Customer if Little Elms becomes unable to provide the Service for any reason, provided that the Customer shall not be liable to pay for any sessions which are cancelled due to the fault of Little Elms.

8.4 Little Elms is not liable for the loss of, or damage to, any clothing, equipment or personal possession of the Customer or the Child which is bought to or stored at the Centre.

8.5 The possessions or equipment covered by Clause 8.4 shall include buggies or other similar equipment which may be kept at the designated area of the Centre whilst a Child attends any session. Any such equipment is kept entirely at the risk of the Customer and Little Elms shall bear no responsibility whatsoever for the loss, theft or damage to such equipment whilst kept at Little Elms' premises.

8.6 Little Elms operates a minimum booking pattern of 2 sessions per week.

9. TERMINATION

9.1 Without prejudice to any other rights or remedies which the parties may have, Little Elms may terminate the Contract with immediate effect, without notice or liability to the Customer immediately if: (a) the Customer fails to pay any amount due under the Contract on the due date for payment: or (b) in Little Elms' entire discretion the Customer or any parent, guardian or carer of the Child behaves inappropriately towards any member of staff of Little Elms or any other Child.

9.2 Little Elms may terminate the contract by giving the customer one month's written notice of termination. The Customer may terminate the contract upon giving Little Elms two months written notice of termination.

9.3 On termination of the Contract for any reason: (a) the Customer shall immediately pay Little Elms all of the outstanding unpaid invoices, charges and interest and , in respect of Services supplied but for which no invoice has been submitted, Little Elms may submit an invoice, which shall be payable immediately on receipt. (b) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.

9.4 The customer agrees to pay the two month notice period fees and any other outstanding fees, regardless of whether the child attends the nursery during the notice period. If the customer fails to give the nursery the required two months written notice and removes the child with immediate effect, the customer agrees to pay the two month notice period fees immediately.

10. FORCE MAJEURE Little Elms shall have no liability to the Customer under the Contract if it is pre-vented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reason-able control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of Little Elms or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

11. VARIATION

11.1 Little Elms may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements.

11.2 Little Elms may supplement these terms and conditions from time to time by adding such rules and terms as may be reasonable.

12. SEVERENCE If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.