

## Each Peach Childcare Terms and Conditions

To enable Each Peach Childcare (EPC) (as defined below), to provide and maintain the highest quality standards of childcare and the Services, it is necessary for all Parents/Guardians to understand and agree to the following Terms and Conditions. These Terms and Conditions relate to the Contract between EPC and the Parent/Guardian in respect of provision of the childcare Services at the Nursery, as identified on the Form.

### 1. Definitions and interpretation

The following words/defined terms shall be used in these Terms and Conditions “Child” means the child to be placed at the Nursery, for the Sessions, as identified in the Form; “Complaints Procedure” means the complaints/dispute procedure of EPC, as notified to the Parent/Guardian as part of the Policies; “Contract” means the contract between EPC and the Parent(s)/Guardian(s), as governed by these Terms and Conditions and any other Policies and other written documentation referred to in these Terms and Conditions; “Deposit” means the deposit payable to EPC by the Parent/Guardian to hold the place of the Child at the Nursery, as specified in EPC confirmation of reservation of the Child’s place in accordance with Clause 2; “Booking Fee” means the booking fee payable to EPC by the Parent/ Guardian to book the place of the child at the nursery, as specified in EPC confirmation of reservation of the Childs place in accordance with Clause 2; “EPC” means Each Peach Childcare Ltd, a company registered in England and Wales under number 5632422 and whose registered office is at 42 Wilbury Villas, Hove, East Sussex BN3 6GD; “Fees” means the fees payable by the Parent/Guardian to EPC in connection with the Child’s place at the Nursery and the Services provided, as identified on the Fee Sheet, as applicable from time to time during the term of the Contract; “Fee Sheet” means EPC’s fee sheet, detailing fees relevant to each Nursery, as issued by EPC from time to time during the term of the Contract; “Form” means the nursery application form completed by the Parent/Guardian in connection with each Child that is to attend the Nursery identified on the form, which is subject to these Terms and Conditions and any amendments/variation made in accordance with these Terms and Conditions; “Nursery” means the nursery operated by EPC, to which the Child is anticipated to attend and attends, in accordance with these Terms and Conditions, as identified on the Form; “Nursery Manager” means the manager at the Nursery to which the Child is anticipated to attend and attends; “Parent(s)/Guardian(s)” means the parents/guardians or person with parental responsibility for the Child, as set out on the Form; “Policies” means the policies and procedures of EPC, as issued and/or made available by EPC to the Parents/ Guardians from time to time during the term of this Contract; “Rooms” means the rooms in the Nursery where the Child is to be placed, depending on their age and other factors, as determined by the Nursery Manager (at their discretion); “Services” means the services to be performed by EPC in connection with this Contract, including the provision of childcare and related educational services, as described in these Terms and Conditions and as may be detailed on the Fee Sheet; “Sessions” means the sessions run at the Nursery, generally being morning or afternoon sessions, separated by a break, as detailed on the Form; “Start Date” means the start date, or anticipated start date, of the Child at the Nursery, as set out on the Form, and as further detailed in Clause 6.

## **2. Application, Deposit and booking fee**

2.1 In order for the Parent/Guardian to book a Child's place with the Nursery, the Parent/ Guardian shall be required to pay a booking fee and Deposit to the Nursery and sign the Form, to confirm that the Parent/Guardian wishes to book a Child's place with the Nursery, on these Terms and Conditions. If the Parent/Guardian pays the booking fee and Deposit to secure a Child's place with the Nursery, then the Parent/Guardian shall be deemed to have accepted these Terms and Conditions in full, even if they do not send back a signed Form.

2.2 EPC shall be entitled to accept a Parent/Guardian's offer to book a Child's place with the Nursery, at its discretion. A Contract for the provision of the childcare Services by EPC at the Nursery shall only come into existence once the Parent/Guardian has paid the booking fee and Deposit and accepted these Terms and Conditions in accordance with Clause 2.1 and EPC has issued confirmation in writing (including by email) that EPC has accepted the Parent/Guardian's offer and the Child can be placed at the Nursery.

2.3 On the acceptance of the offer of a place at the Nursery in accordance with Clause 2.2 and payment of the booking fee and Deposit, the Contract shall come into existence between EPC and the Parents/Guardians. The booking fee is non-refundable. The Deposit is non-refundable if the Child does not start with the Nursery as anticipated. The Deposit is not deductible from the first month's Fees and the Parent/Guardian is responsible for paying the Fees from the Start Date, in accordance with Clause 3 below.

2.4 Provided all other Terms and Conditions of this Contract have been complied with by the Parent/Guardian during the term of the Contract, the Deposit will be returned to the Parent/Guardian upon termination of the Contract in accordance with Clause 6 by way of deduction on the final invoice for Fees issued by EPC (or return by way of cheque or other payment method if the return of the Deposit is a greater amount than the final invoice value).

## **3. Fees and Payment**

3.1 Payment of Fees for the Child's attendance at the Nursery shall be made by the Parent/ Guardian on a monthly basis, in advance, by bank transfer (or other agreed means of payment, including Childcare vouchers), by the 5th of the month.

3.2 Failure to pay the full amount by the 5th will result in an immediate late payment fee of £20 and a charge of £2 per additional day that the payment remains outstanding.

3.3 Fees will be reviewed annually and will be limited to inflation plus no more than 2%. However EPC reserves the right to increase the Fees at other times upon giving two (2) calendar month's written notice to the Parent/ Guardian.

3.4 Full payment of Fees is required even if the Child is absent from Nursery due to illness or personal holiday.

3.5 A discount is offered to siblings of children already attending the Nursery. When a second child joins the Nursery the first child will receive a 10% discount on their fees. A 5% discount will be applied in a similar manner for any further siblings joining the nursery. Any discounts offered will be

confirmed in writing by EPC at the time EPC issues its confirmation of booking of places of additional children at the Nursery.

3.6 If a Parent/Guardian wishes to change the Nursery Sessions that their Child attends they must request this in writing to the Nursery Manager. If the request is to reduce the number of Sessions, two calendar months' written notice is required before the reduced Fees apply to the reduced number of Sessions. Failure to provide notice will render the Parent/Guardian liable for two calendar month's fees for the cancelled Sessions. All other requests will be accommodated as and when the availability arises (if possible) and will be charged from that date. Once a customer is accessing funded hours the two calendar months' notice will only apply to any unfunded sessions being paid for privately and one calendar months' notice will apply for any sessions which include funded hours

3.7 If extra one-off Sessions are booked by a Parent/Guardian with the Nursery, these will be invoiced by EPC in the following month's statement invoice and payable in accordance with Clause 3.1.

3.8 The Fees include the charges for the Services, together with the provision of refreshments, outings, consumables (e.g. paint, colouring materials and activities at the Nursery) sun cream and nappy changing.

3.9 The Fees do not include the holding of the Child after the end of a Session when no Parent/Guardian arrives to collect the Child or damage to property caused by the Child.

3.10 A late collection fee will be charged.

#### **4. Services**

4.1 EPC shall provide the Services with all reasonable skill and care and in accordance with applicable laws and accepted industry practice, standards and guidelines.

4.2 The Parent/Guardian acknowledges that EPC can only perform the Services to its best ability if the Parent/Guardian provides EPC with relevant information relating to the Child and complies with its responsibilities (as set out in Clause 5) and EPC shall therefore not be liable in relation to any delay, non-performance or incorrect performance of the Services where this has been based on information provided by the Parent/Guardian and/or the Parent/Guardian not complying with its responsibilities set out in these Terms and Conditions.

4.3 EPC reserves the right to alter the manner in which the Services are provided over the term of the Contract. If such alteration would have a significant impact on the Services provided then EPC shall provide written notice of such a significant change to the Parent/ Guardian.

4.4 EPC shall be entitled to use the information provided to it by the Parent/Guardian (in accordance with Clause 17 below) for the purposes of registering/maintaining its registration as an early years provider, as required by the relevant authorities.

4.5 The Policies of EPC shall be incorporated into this Contract, as if attached to these Terms and Conditions, as varied from time to time by EPC and as communicated and/or made available to the Parent/ Guardian.

## **5. Parent/Guardian responsibilities**

5.1 The Parent/Guardian shall provide to EPC all relevant information relating to the Child (in writing) in order for EPC to provide the Services, including (but not limited to):

5.1.1 Requirements of the Child in terms of nutrition, diet and allergies;

5.1.2 Any behavioural issues of the Child;

5.1.3 Whether the Child should participate / be exempt from any activities that may occur at the Nursery;

5.1.4 Any religious practices that the Child should participate / be exempt from;

5.1.5 Medical information concerning the Child, including (but not limited to) information relating to the Child's current medical health, any illnesses or diseases the Child suffers from and medication the Child takes (including how, when and quantities in which such medication is taken) and details of the Child's GP and other health providers (including contact details).

5.1.6 Any information concerning special educational needs, disabilities or additional support requirement that the child has.

5.2 The Parent/Guardian shall also provide updates to the information detailed in Clause 5.1 to EPC upon any such information changing. The Parent/Guardian acknowledges that if this information is not updated, or there is a delay in updating this information with EPC, then EPC may not be able to provide the Services and EPC shall therefore not be liable in the event that the Services cannot be provided in accordance with these Terms and Conditions and/or there is a delay or poor performance of the Services due to the Parent/Guardian not providing the information detailed in Clause 5.1, or delays in doing so.

5.3 Where EPC receives instructions/information from one Parent/Guardian (where more than one Parent/Guardian is listed on the Form), this shall be deemed as instructions/information from each Parent/Guardian on the Form and authority for EPC to act in accordance with those instructions/information. EPC shall not be liable in any way in respect of its actions on account such instructions/information where this is not agreed to between the Parents/Guardians and this is entirely a matter between the Parents/Guardians to resolve between them

5.4 The Parent/Guardian shall ensure that the Child is brought to the Nursery in a timely fashion (in accordance with the opening hours for that Nursery) and collected prior to the end time of the Child's Session, as detailed in the Form or as agreed between the Parent/ Guardian and the Nursery Manager.

5.4.1 Should your child be absent for whatever reason you are required to notify the Nursery.

5.5 The Parent/Guardian is responsible for paying the Fees due under this Contract.

5.6 Should there be a complaint about the service provided to your child and or you the Parent/ Guardian should raise this verbally in the first instance to the Lead Nursery Teacher of your child's room. If this is not resolved then the next stage is to speak to the Nursery Manager.

5.7 Parents/ Guardians should not make detrimental comments about EPC on Social Media (see clause 6.7).

## **6. Cancellation/termination of Contract**

6.1 After the application has been accepted by EPC in accordance with Clause 3, then the Parent/Guardian cannot cancel the booking unless in accordance with this Clause 6. If a Parent/Guardian wishes to cancel a booking for a Child's place at a Nursery after EPC has issued its written confirmation of a place in accordance with Clause 3 then the Parent/ Guardian shall forfeit its Deposit and Booking Fee. EPC shall be entitled to withhold its acceptance of the Parent/Guardian's application and the Parent/Guardian may withdraw its offer to book a place at the Nursery at any time up to EPC issuing its written confirmation of acceptance of the Parent/Guardian's application for a place for their Child at the Nursery.

6.2 After the Contract is formed between the parties in accordance with Clause 3, the Child's Start Date may only be deferred by the Parent/Guardian by a maximum of one (1) month. Requests to defer the Child's Start Date should be made in writing to the Nursery Manager.

6.3 After the Contract is formed between the parties in accordance with Clause 3, either party may terminate this Contract by the service of two (2) calendar months' notice in writing to the other. During that said two (2) 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 all Fees as they fall due, then in addition to the other remedies available to EPC under these Terms and Conditions, the Child's place shall be immediately withdrawn and the Nursery shall be entitled to serve a formal demand for payment of such monies and may refuse entry of the Child onto the Premises.

6.4 In the event of the Parent/Guardian giving notice of withdrawal of the Child and immediately withdrawing the said Child from the Nursery, then there shall be due to EPC two (2) calendar month's Fees in lieu of notice. Failure by the Parent/Guardian to provide two (2) calendar months' notice or any notice at all shall render the Parent/Guardian liable to pay EPC for two (2) month's Fees.

6.5 The two calendar months notice stated in clauses 6.3 and 6.4 applies to all full fee paying customers who are not accessing funded hours. Once a customer is accessing funded hours the two calendar months' notice will only apply to any unfunded sessions being paid for privately and one calendar months' notice will apply for any sessions which include funded hours

6.6 Notice of termination must be in writing to the Nursery Manager at the address of the Nursery.

6.7 If in the reasonable opinion of the Nursery Manager or person of similar standing or authority it is considered that the continued presence of the Child is detrimental to the health, safety or well-being of the Child, other children in the Nursery or to EPC's employees, then EPC may serve notice to the Parent/Guardian requiring the Child to be immediately removed from the Nursery and the requirement for two (2) calendar months' notice as referred to in Clause 6.3 above shall not apply, but EPC shall still be entitled to receive payment of two (2) month's Fees in lieu of notice as referred to in Clause 6.4 Behaviour that would constitute an issue entitling EPC to invoke this Clause 6.7 would include (but is not limited to) assault (either verbal or physical) of a member of EPC staff or

another child or parent/guardian or any comments (written or oral) which could damage the reputation of EPC, or where the Child does not comply with any reasonable instructions of the staff at the Nursery, and/or the Child acts or behaves unreasonably or in an offensive manner, and/or causes harm or is likely to cause harm to other children, parents/guardians of members of staff of EPC.

6.8 If in the reasonable opinion of the Nursery Manager or person of similar standing or authority it is considered that the behaviour of either Parent/Guardian is detrimental to the health, safety or well-being of any Child or employee in the Nursery, or to other children or parents/guardians attending the Nursery, then EPC may serve notice to the Parent/Guardian requiring the Child to be immediately removed from the Nursery and the requirement for two (2) calendar months' notice as referred to in Clause 6.3 shall not apply, but EPC shall still be entitled to receive payment of two (2) month's Fees in lieu of notice as referred to in Clause 6.4. Behaviour that would constitute an issue entitling EPC to invoke this Clause 6.8 would include (but is not limited to) assault (either verbal or physical) of a member of EPC staff or another child or parent/guardian or any comments (written or oral such as on Social Media) which could damage the reputation of EPC, or where the Parent/Guardian does not comply with any reasonable instructions of the staff at the Nursery, and/or the Parent/Guardian acts or behaves unreasonably or in an offensive manner, and/or causes harm or is likely to cause harm to other children, parents/guardians of members of staff of EPC.

6.9 EPC shall also be entitled to terminate the Contract immediately on written notice to the Parent/Guardian if:

6.9.1 the Parent/Guardian commits a material breach of the terms of the Contract and fails to remedy that material breach (if capable of remedy) within thirty (30) days of notice of such material breach; or

6.9.2 The Parent/Guardian becomes bankrupt or insolvent.

6.10 In the event of termination of this Contract, there shall be no refund of a Deposit or other Fees paid if the Contract is terminated in accordance Clause 6.1 where cancellation is issued after the confirmation notice has been issued, or in accordance with Clauses 6.7, 6.8 or 6.9.

## **7. Liability**

7.1 EPC shall not be liable to the Parent/Guardian and/or the Child for any loss of business, loss of contracts, loss of profit or income or depletion of goodwill, loss of financial gains, in each case whether direct or indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this Contract.

7.2 EPC does not attempt to exclude or limit its liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation, or for any other liability that cannot be limited or excluded as a matter of law.

7.3 Subject to Clauses 7.1 and 7.2, EPC will compensate the Parent/Guardian for any loss or damage the Parent/Guardian and/or Child may suffer if EPC fails to carry out duties imposed on it by law (including if EPC causes death or personal injury by its negligence) unless that failure is attributable to:

- 7.3.1 the Parent/Guardian or the Child's own fault;
- 7.3.2 a third party unconnected with the provision of the Services under this Contract; or
- 7.3.3 events which EPC could not foresee or forestalled even if we had taken all reasonable care.

7.4 Any direct losses that EPC may be held liable for shall not exceed the amount of Fees paid or payable by the Parent / Guardian in the period of twelve (12) months prior to the date any such liability is incurred, under these Terms and Conditions.

7.5 EPC shall not be liable to the Parent/Guardian and/or the Child for any losses due to circumstances beyond its reasonable control in accordance with Clause 8 below.

## **8. Force majeure**

8.1 EPC shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control, including (but not limited to) acts of God, adverse weather conditions (including snow, flood, etc), outbreak of disease (e.g., swine flu), damage to ability to provide utilities or failure of utilities or service providers, damage to buildings of the Nursery and/or its contents caused by third parties, closure of the Nursery by local authorities or other bodies with appropriate authority, prevention of access to the Nursery due to neighbouring buildings or an event outside of EPC's control, strike or threat or terrorist action ("Force Majeure Event"). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed, provided that if the period of delay or non-performance continues for four (4) weeks, the Parent/Guardian may terminate this Contract by giving fourteen (14) days' written notice to EPC.

8.2 If there is a Force Majeure Event, then it is agreed that payment of the Fees by the Parent/Guardian to EPC shall be treated in the following way:

8.2.1 if the Nursery can operate notwithstanding the Force Majeure Event, then if the Parent/Guardian decides not to bring the Child into the Nursery, then full payment of the Fees due will be required in accordance with Clause 3;

8.2.2 if the Nursery cannot operate due to the Force Majeure Event, then EPC shall charge the Parent/Guardian 50% of the usual fees for those Sessions that the Nursery cannot operate when the Child was due to attend at the Nursery and shall be deducted from the end of month statement invoice due to be raised at the end of that calendar month in which the Force Majeure Event prevented the Nursery from operating in accordance with this Clause 8.

## **9. Non-solicitation of staff**

9.1 The Parent/Guardian hereby agrees that during the term of this Contract, and for the period of six (6) months following its termination (howsoever terminated), that he/she will not seek to employ, entice away or attempt to entice away from the employment of EPC any person or persons employed by EPC at the date of termination of the Contract between EPC and the Parent/Guardian

or any person or persons who was employed by EPC in the six (6) months preceding the date of termination of the Contract between the Parent/Guardian and EPC.

9.2 If notwithstanding the provisions of Clause 9.1 the Parent /Guardian shall employ, entice away or attempt to entice away any person as therein referred to then he/she shall indemnify EPC in respect of all costs incurred by EPC as a result of breach of Clause 9.1, to include (but not be limited to) the cost of replacing the said member of staff, agency fees for cover staff, advertising costs, management time for recruitment and selection and all such other costs reasonably and necessarily incurred by EPC in replacing the member of staff, together with all legal fees and disbursements. A minimum fee of £2000 will be payable to EPC by the Parent/Guardian on account of these costs.

## **10. Hours of opening**

10.1 The Nursery is open all year round, except for bank or public holidays and the week between Christmas and New Year.

10.2 The hours of opening are from 7:30am to 6:30pm. It is important that all children are collected by the given closing time of the Nursery as any delays will require staff to work overtime and may result in higher costs and therefore Fees for all parents/guardians.

10.2.1 A late collection fee will be charged.

## **11. Health/Sickness**

11.1 To ensure the welfare of all children and staff, EPC reserves the right to refuse admission to any Child, who in the opinion of the Nursery Manager is too unwell to attend.

11.2 If a Child is taken ill whilst at the Nursery, every effort will be made to contact the Parent/Guardian on the emergency contact numbers provided. Notification of any changes to these numbers should therefore be made to the Nursery Manager in writing immediately.

11.3 EPC reserves the right to seek medical attention for a Child in an emergency. In the event of an emergency and EPC not being able to contact the Parent/Guardian (or not being able to contact the Parent/Guardian within a reasonable period of time), the Parent/ Guardian hereby provides their consent to EPC to obtain any medical and/or dental care and treatment (including the administration of anaesthetic and/or carrying out any emergency surgical procedures), unless the Parent/Guardian specifically provides notice in writing to EPC that it does not wish any such treatment to be provided for the Child. If the Parent/Guardian provides such written notice to EPC then EPC shall not be liable or responsible in any manner in connection with any loss, injury or other circumstances caused by EPC inability to obtain treatment or care for the Child due to the written notice of the Parent/Guardian.

11.4 If a Child is suffering from, or is suspected to be suffering from a communicable illness, the Child should remain at home until a doctor has certified that the Child is fit to return to Nursery.

11.5 The Parent/Guardian also hereby provides its consent to EPC administering prescribed or proprietary medicines whilst performing the Services and will not be liable for any adverse effects when administering such prescribed or proprietary medicines in accordance with the instructions /



information provided by the Parent/Guardian in accordance with Clause 5 and/or and guidelines provided the Child's GP's.

## **12. Personal safety and security**

12.1 EPC cannot accept responsibility for accidents and/or injury to children before they enter, or once they have left, the Nursery

12.2 In the interests of safety and security, Parents/Guardians must not allow unauthorised people to enter the Nursery premises (including other parents/guardians), and must close and lock gates/doors behind them.

## **13. Personal property and valuables**

13.1 EPC cannot accept responsibility for the damage or loss to any personal property (e.g. clothes or toys) brought into the Nursery. It is therefore advised that valuable items are not brought into Nursery.

13.2 EPC shall from time to time request certain clothing to be provided for various activities that may be undertaken by a Child at the Nursery on a given day. The Parent/Guardian agrees to provide such clothing (including indoor and/or outdoor clothing) and shall not hold EPC liable in respect of any damage or soiling of clothing in any event.

## **14. Policies and procedures**

14.1 A copy of EPC's relevant Policies and procedures is available for Parents/Guardians to read at the Nursery. This also contains details of the Complaints Procedure, which must be followed by Parents/ Guardians in the event of any complaint or dispute between the parties.

## **15. Variation**

15.1 There shall be no variation of this Contract unless it is in writing and issued by EPC in accordance with this Clause 15.

15.2 Employees of EPC are not authorised to bind EPC in respect of and variations of any terms of this Contract (except the Nursery Manager who is authorised to adjust the attendance schedule of the child at the Nursery), or entering into agreements (be they oral or written) with the Parent/Guardian as to payment schedules of current Fees or arrears of Fees (including, but not limited to, acceptance of any offer as to the payment of Fees or arrears of Fees other than in accordance with these Terms and Conditions), and/or any representation as to the rights of EPC to take legal or other proceedings.

15.3 EPC shall be entitled to update and make variations to these Terms and Conditions at any time, on providing written notification to the Parent/Guardian. If the Parent/Guardian does not provide written notice to EPC within two (2) months of the issue of the varied Terms and Conditions that he/she does not accept the varied Terms and Conditions, then the varied Terms and Conditions shall apply from the end of that two (2) month period.

## **16. General Data Protection Regulations**

16.1 EPC takes the protection of personal data very seriously and shall only process data about the Parent/Guardian, or the Child, in accordance with this Clause 16 and in accordance with the General Data Protection Regulations (GDPR) and GDPR Data Protection Policy of EPC issued from time to time.

16.2 EPC will collect personal data about the Parent/Guardian and the Child on the Forms, together with any other format that information that the Parent/Guardian may provide to EPC in accordance with this Contract, which shall be used for EPC's administration purposes and for providing the Services under this Contract. EPC will use such personal data in order to contact the Parent/Guardian about matters relating to its Services, as well as potential outings / events and other issues that may arise during a Child's registration with EPC (including contact in an emergency). EPC are obliged to hold his type of data to meet our legal obligations EPC shall not pass personal data collected on to any other third party, unless it is necessary to do so in order for us to perform the Services and ensure the Child receives the best care possible (including in an emergency, and to meet its legal obligation to comply with the law e.g. Safeguarding). By providing EPC with such personal data, the Parent/Guardian hereby gives it/their consent to EPC using the personal data in this way and to forward its newsletter.

16.3 EPC will also collect personal data about the Child, including relevant sensitive personal data, as set out in the Form and any other information the Parent/Guardian and/or Child may provide to EPC.

16.4 EPC will also collect personal data relating to the Child whilst EPC operates CCTV in the Nursery, which has been installed for the purposes of ensuring the safety of the children in the Nursery and the Parent/Guardian hereby provides its consent for such CCTV to be in operation in the Nursery for this purpose. The personal data collected in this manner will only be used by EPC for the purposes of vital interest for complying with the law e.g. safeguarding the children and staff, and performing the Services and administering a Child's registration and shall not be passed to any other third party or processed in any other manner. EPC may be required to pass some personal data about a Child to meet its legal obligations to safeguard children, to its agents or sub-contractors to enable EPC to perform the Services; however this is only on a strictly need-to-know basis. By providing EPC with a Child's personal data, the Parent/Guardian gives its consent to EPC using a Child's personal data in this way.

16.5 The Parent/Guardian are entitled to a copy of the information EPC holds about them and/or the Child under the GDPR. The Parent/Guardian also has the right to ask EPC to amend any incorrect data held about the Parent/Guardian and/or the Child by EPC, which the Parent/Guardian can do by writing to EPC at the address of the Nursery, marked for the attention of the Nursery Manager.

## **17. General**

17.1 If any provision contained in these Terms and Conditions is held to be illegal, invalid, void or unenforceable by any court or body of competent jurisdiction, it will be severable and will be deemed to be deleted from these Terms and Conditions and will not affect the validity of enforceability of other provisions in these Terms and Conditions.

17.2 These Terms and Conditions (and any variations agreed between the parties in writing and documents referred to in these Terms and Conditions, including the Policies) constitute the entire agreement between the parties and supersede any previous agreement between the parties in relation to the subject matter of these Terms and Conditions.

17.3 Any failure or delay by EPC in enforcing or exercising any of the terms of rights or powers arising under these Terms and Conditions shall not constitute a waiver of those terms or rights or powers and shall not affect EPC's right to enforce or exercise them at some later stage.

17.4 Any notices to be served in accordance with these Terms and Conditions must be served personally or by recorded delivery mail. All invoices and notices served by EPC will be sent to the Parent/Guardian at the address on the Form or email (at EPC discretion) such other address that has been notified to EPC in writing. All notices to be served by the Parent/Guardian shall be sent to its registered office address and such notices shall be deemed to take effect only when acknowledged by EPC in writing.

17.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

17.6 These Terms and Conditions are governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English courts.

## **18. Early Years Free Entitlement**

18.1 Universal 15 hours entitlement is available for all children from the term after their 3rd birthday, for three and four year's olds and for eligible 2 year old children with a code from the local authority. Children are entitled to 11 hours per week, 51 weeks per year, equivalent to 15 hours per week term time only. Your invoice will show the number of funded hours and the charges for unfunded hours and additional services. EYFE hours are available between 8.30 -11.30 and 1.00-4.00, a maximum of 3 hours per session each day (subject availability) and are inclusive of snacks. EYFE is for 38 weeks per year which corresponds with the school term times, therefore full fees are applicable in non-term time e.g. school holidays.

18.2 Extended 30 hours entitlement is available for all children from the term after their 3rd birthday, for three and four year's olds whose parents/ carers are in receipt of an eligibility code. Parents are responsible for checking their eligibility. If a parent has a child who will be three before the next term but forgets to apply, they will have to wait until the start of the following term to claim their extended entitlement. Children are entitled to 22 hours per week, 51 weeks per year, equivalent to 30 hours per week term time only. Your invoice will show the number of funded hours and the charges for unfunded hours and additional services. EYFE hours are available between 8.30-11.30 and 1.00-4.00, a maximum of 3 hours per session each day (subject availability) and are inclusive of snacks. EYFE is for 38 weeks per year which corresponds with the school term times, therefore full fees are applicable in non term time e.g. school holidays. Should a customer be accessing the extended offer EPC will discuss with the parent/carer longer morning or afternoon sessions so the full funded hours can be used.

18.4 Parents/ carers must provide the original copies of documentation e.g. birth certificate, passport to confirm a child has reached the eligible age on initial registration for all free entitlement. A paper copy will be retained to enable BHCC to carry out audits.

The two calendar months notice applies to all full fee paying customers who are not accessing funded hours. Once a customer is accessing funded hours the two calendar months' notice will only apply to any unfunded sessions being paid for privately and one calendar months' notice will apply for any sessions which include funded hours.