



Terms & Conditions



1. Agreement

- 1.1 These are the terms and conditions on which Milkshake Montessori Nursery School Ltd (we, us) supply childcare nursery services (the Services) to you (you or your). Please ensure that you read these Terms carefully and that you understand them before you sign and accept a Placement. If you think that there is a mistake, please contact us to discuss, and please make sure that you ask us to confirm any changes in writing to avoid any confusion between you and us. These Terms and the Placement Agreement constitute the whole agreement between you and us.
- 1.2 If any of these Terms are inconsistent with any term of the Placement Agreement, these terms shall prevail.
- 1.3 The Placement Application is an offer by you to enter into a binding contract with us, which we are free to accept or decline at our absolute discretion.
- 1.4 These Terms shall become binding on you and us when we issue you with written acceptance of a Placement Application.
- 1.5 We have the right to revise and amend these Terms from time to time. We will give you prior notice of any changes to these Terms and you can choose to cancel the Placement at the expiry of the school Term without penalty before the new Terms affect you.

2. Quality of Services

- 2.1 Unless we are prevented from doing so by a Force Majeure Event, we will provide childcare Services which:
 - a conform in all material respects with their description;
 - b are carried out with reasonable care and skill;
 - c comply with all applicable statutory and regulatory requirements for supplying childcare Services in England.
- 2.2 This warranty is in addition to your legal rights in relation to the Services which are not carried out with reasonable skill and care or which otherwise do not conform with these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau.
- 2.3 You must provide us when submitting the Placement Application, with any information medical or otherwise, and instructions relating to your child to enable us to provide the Services in accordance with these Terms.
- 2.4 If you do not, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may cancel the Placement immediately depending on the severity of the failure or by giving you written notice or we may make an additional charge of a reasonable sum to cover any extra work for the provision of Services that your child requires.

3. Provision of Services

- 3.1 We will supply the Services to you from the date set out in the Placement Agreement.
- 3.2 The Services will be supplied for the period specified in the Placement Agreement or until otherwise terminated in accordance with these Terms.
- 3.3 The Services are provided during State school term dates only and between the hours of 8.00 am to 6.00 pm Monday to Thursday and 8.00 am to 4.15 pm on Fridays. You will be notified by 15th June each year of our precise closure dates for the following academic year and we shall give you not less than three (3) months' notice if we propose to change our opening hours or closure dates.
- 3.4 The Services will not be provided during the week of Christmas and New Year, on English Statutory Bank or Public holidays, staff training days and school visit days (you will be advised as far in advance as possible of our intended closure dates).
- 3.5 We may suspend the provision of our Services and prevent your child from attending our premises without any liability to give you a refund of any fees paid if in our reasonable opinion your child is, has or will very likely be unreasonably disruptive or displaying inappropriate or aggressive behaviour, not medically fit to attend and or is a risk to other children, staff etc.

4. Defective Services

- 4.1 In the unlikely event that the Services do not conform with these Terms or the Placement Agreement please let us know immediately upon you becoming aware of any defect and we will investigate your concerns. If we consider your concerns are justified we may provide you with a full or partial refund if it is reasonable to do so.

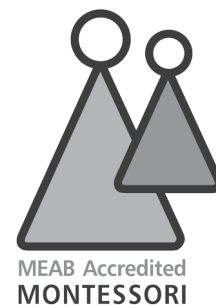
5. Price and Payment

- 5.1 The price of the Services will be as set out in the Placement Agreement. Prices are liable to change at any time, but price changes will not affect Placements that we have confirmed in writing for the stated period.
- 5.2 Prices include VAT. However, if the rate of VAT changes after the date of the Placement Agreement, we will adjust the VAT you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.
- 5.3 The Administration fee and Placement deposit is due upon the date you enter into the Placement Agreement.
- 5.4 You are liable for full payment of the Placement fee even if your child is registered under a Corporate Partnership scheme, education grant or any other form of funding.

- 5.5 If your child obtains a Placement after the term has commenced, if you are unable to apply for the Education Grant before the deadline you are liable for the full cost of the Placement fee.
- 5.6 If you have obtained an Education Grant and your child leaves part way through a Placement we cannot transfer the Education Grant to a new provider.
- 5.7 To ensure fairness to all parents (as all children in receipt of the Services benefit from the staff training), all staff training costs are borne equally by each child in receipt of the Services at the time the training was provided. You will be invoiced for your child's pro rata'd proportion of any such staff training costs monthly in arrears.
- 5.8 You will not be entitled to a refund or reduction in fees if your child is absent due to sickness or holiday, or when we are closed for the week of Christmas to New Year and English Statutory Bank or Public holidays, or closed for staff training or school visit days.
- 5.9 You will not be entitled to any refund or reduction in fees if you reduce your child's sessions or terminate this agreement or withdraw your child at any time without giving us the required period of at least one term's notice in advance.
- 5.10 Placement Fees shall be invoiced and must be paid termly in advance in cleared funds on or before the 1st day of each term by cash, cheque, BACS or direct debit unless otherwise agreed in writing. Extra sessions or additional charges will be invoiced monthly in arrears.
- 5.11 To ensure there is sufficient staff cover, you are required to inform us as soon as is reasonably practicable if you are going to be late collecting your child at the end of their session. For up to the first 5 minutes late you will be charged £10.00 and for each subsequent minute you will be charged £1 per minute until your child is collected.
- 5.12 If you do not make any payment by the payment due date, you will be responsible for any costs we incur in recovering money you owe us, plus interest on all overdue amounts at the rate of 4% per annum above Lloyds TSB base rate from time to time calculated on a daily basis from the due date until the date of actual payment, whether before or after judgment. We shall also charge you administration fees of £25.00 for each payment which falls overdue and £25.00 for each cheque or direct debit which has to be represented. Any invoices outstanding beyond 30 days will be referred to Daniels Silverman Limited who will be entitled to charge you an additional 15% plus VAT of the outstanding invoice amount to cover their costs.
- 5.13 Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may suspend the performance of the Services



Terms & Conditions continuation



until you have paid the outstanding amounts or terminate the Placement without any further liability to you.

- 5.14 Fees will not be refunded and you will not be released from liability to pay Placement fees due to the non-attendance of your child for any reason whatsoever or howsoever caused.

6. Our Liability to You

6.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.

6.2 We do not accept any liability whatsoever for any loss suffered or incurred for an emergency closure and we shall not be held liable for any loss or damage of your child's personal property which is brought onto our premises at your own risk.

6.3 We accept no liability or responsibility for your child's safety or wellbeing whilst you or their guardian is on our premises.

6.4 We shall at all times maintain adequate public liability and employer's liability insurance cover.

6.5 We do not exclude or limit in any way our liability for:

- a death or personal injury caused by our negligence or the negligence of our employees
- b fraud or fraudulent misrepresentation.

7. Events Outside Our Control

7.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (Force Majeure Event).

7.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:

- a due to any potentially contagious disease or illness of our staff or any child; or
- b strikes, lock-outs or other industrial action; or
- c civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
- d fire, explosion, storm, freezing conditions, flood, earthquake, subsidence, epidemic or other natural disaster; or

e impossibility of the use of transport services or other means of public or private transport to enable sufficient staff to attend work for any session;

or

f impossibility of the use of public or private telecommunications networks.

7.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and you will not be compensated for any losses incurred as a result of the duration of the Force Majeure Event. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

8. Termination and Change in Service Provision

8.1 Subject to clauses 3.5 and 5.13 and the following clauses either of us may reduce the number of Service sessions provided to your child or terminate this agreement at any time by providing the other party with not less than one term's advance notice in writing.

8.2 Termination will not affect either party's outstanding rights or duties, including our right to recover from you any money you owe us under these Terms.

8.3 We will provide the Services as set out in the Placement Agreement and the Services shall continue until terminated or decreased in accordance with clause 8.1. We shall do our best to accommodate an increase your Service sessions as soon as possible.

8.4 We may suspend provision of our Services or terminate your child's Placement with immediate effect if we feel in our reasonable opinion that our nursery environment is unable to support or provide your child with an enabling environment for their holistic development. You will only be refunded for the period of suspension or termination which has already been paid for.

8.5 If you cancel the Placement within three months of the agreed start date, you will not be entitled to a refund of any deposit, fees or other monies already paid.

8.6 You are required to give us a minimum of one terms' notice in writing if you wish to postpone the Placement start date. We shall only postpone a Placement start date once or for a maximum of one term following which the Placement will automatically terminate without notice or refund of any Placement deposit or fees already paid and you will be liable to pay us for the Placement fee and any other sums due from the original start date to the expiry of one complete terms' notice.

8.7 Any further changes will be accepted only as a new registration and another Placement deposit will be required.

9. Notices and Communications

9.1 If You wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing (for example, to cancel the contract), you can send this to us by e-mail, by hand, or by pre-paid post to Milkshake Montessori Nursery School Ltd, 131 Warren Road, Whitton, Middlesex TW2 7DJ. We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the address you provide to us in the Placement Agreement.

10. Data Protection

10.1 We will only use the personal information you provide to us to provide the Services, or to inform you about other services which we provide, unless you tell us that you do not want to receive this information. We will not pass your data to third parties.

11. General

11.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

11.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

11.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

11.4 These Terms replace all previous terms and conditions or agreements made between the parties. These Terms shall be governed by English law and you and we both agree to the non-exclusive jurisdiction of the English courts.

November 2013