

Tiggers Nurseries Ltd

Terms and Conditions



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Company Registration No. 07533320

Tiggers Nurseries Ltd

TERMS AND CONDITIONS

1 Introductory

1.1 In these terms and conditions:

1.1.1 "Tiggers" means the setting Managers and Area Manger of Tiggers @ Tetbury, The Cedars, Quercus Park, Quercus Road, Tetbury, Gloucestershire, GL8 8GX, , Tiggers @ Cirencester, 64 Victoria Road, Cirencester, Gloucestershire, GL7 1ES all trading as the Company Tiggers Nurseries Ltd;

1.1.2 "Child" means the child named on the Nursery Registration Form;

1.1.3 "Parent/guardian" means the person or persons signing the Nursery Registration Form as parent or guardian of the child (and where more than one person so signs, means those persons on a joint and several basis);

1.1.4 "Nursery" means the nursery operated by the Nursery Management at Tetbury or Cirencester [see front cover for specific setting servicing your family];

1.1.5 "Nursery Registration Form" means Tigger's form with that title as completed by the parent/guardian;

1.1.6 "Fee Schedule" means the document describing the fees payable by the parent/guardian to Tiggers relating to the nursery as issued by Tiggers to the parent/guardian; and the

1.1.7 "Settle-in Details" means the document to be completed by the parent/guardian prior to child's starting date providing various details about the nursery arrangements for the child.

1.2 These terms and conditions form part of the contract between Tiggers and the parent/guardian in relation to the place to be made available to the child at the nursery (the "contract"). The contract comprises these terms and conditions, the Nursery Registration Form, Settle-in Details and the Fee Schedule.

2 The Nursery Place

2.1 Tiggers will use its reasonable endeavours to accept the child into the nursery on the Preferred Start Date as detailed on the Nursery Registration Form. If the child cannot be accepted into the nursery on the Preferred Start Date, Tiggers will notify the parent/guardian of the actual start date, as far in advance of the Preferred Start Date as possible. The actual start date will not be before the Preferred Start Date.

2.2 If the actual start date is more than 28 days after the Preferred Start Date the parent/guardian will have the right to terminate the contract as set out in clause 8.4.

2.3 Following the actual start date, Tiggers will accept the child into the nursery during each session as detailed on the Nursery Registration Form.

2.4 Where a place is deferred from the agreed start date entered on the Registration Forms by the parent/guardian a retainer of 50% of the expected fees will be due from the agreed start date up to the new agreed start date. A deferral of up to 3 months is accepted, paying the retainer fee, after which the place will be terminated and the deposit will be used as compensation for loss of the reserved booking.

2.5 The nursery year runs from 01 September to 31 August. The Nursery Terms, [for funding purposes only] run 01 September to 31 December, 01 January to 31 April & 01 May to 31 August. The nursery closes for all public and bank holidays, and between Christmas Eve and New Year as published by Tiggers

in advance. The child will not be accepted into the nursery on the published closure days. The parent/guardian will pick up the child from nursery no later than the relevant session-end time detailed on the Nursery Registration Form. The parent/guardian will pay the late pick-up fees detailed on the Fee Schedule if it fails so to do.

2.6 Tiggers make it a condition of accepting any child into the nursery that a minimum number of sessions are booked. The current minimum number of sessions is set out in the Fee Schedule.

2.6 The parent/guardian cannot swap sessions that are booked on a regular basis. A flexi session can be changed with 48 hours notice.

2.7 Induction sessions will be booked once the registration fee and deposit has been paid. No child will be able to start at the nursery until these payments have been confirmed.

3 The Forms

3.1 The parent/guardian guarantees that the information supplied by the parent/guardian on the Nursery Registration Form is true and complete, and that the information to be supplied on the Settle-in Details will be true and complete.

3.2 Should any information provided by the parent/guardian on the Nursery Registration Form or the Settle-in Details change at any time, the parent/guardian will immediately provide Tiggers with the up to date information in writing.

4 Deposits

4.1 The deposit referred to on the Fee Schedule will be paid by the parent/guardian to Tiggers on the signature by the parent/guardian of the contract. That deposit will only be returnable as set out in these terms and conditions. The deposit is not deductible from other fees payable to Tiggers. The parent/guardian will not be entitled to any interest on the deposit, whether or not it is returned.

4.2 The deposit must not be paid by childcare vouchers as it cannot be refunded as per clause 5.8 under current tax laws.

4.3 A non refundable registration fee is charged with the deposit as detailed in the Fee Schedule to cover induction sessions and administration, whether or not these have been attended.

4.4 Once a booking has been made the deposit is only refundable once the child has completed a minimum of 6 months with Tiggers. If the child has never attended and a parent/guardian no longer requires the sessions booked the deposit is non-returnable as the space has been reserved for the child.

4.5 Deposits are also non-refundable if you defer your booking for more than 3 months see clause 2.4

5 Payments of Nursery Fees

5.1 On the first day of each calendar month (each a “due date”) the nursery fees as detailed on the Fee Schedule for the child’s scheduled attendance at the nursery for that month will be paid in advance by the parent/guardian to Tiggers. For the period from the signature by the parent/guardian of the contract to the last day of that calendar month, such nursery fees will be paid by the parent/guardian to Tiggers at the time of that signature (and that will be the due date).

5.2.1 At the end of each current month, Tiggers will produce an invoice to the

parent/guardian for the next monthly fees and any additional charges as detailed on the Fee Schedule (or as separately advised in advance) in relation to the child's attendance at nursery, including any unscheduled additional sessions, the cost of any outings or special classes or sessions, and any late pickup charges. The due date for each invoice will be the 01 of each Month in advance.

5.2.2 Flexi sessions are due on booking the additional session during the current month period.

5.3 Without prejudice to any other right or remedy that Tiggers may have, if any amounts due to Tiggers fail to be paid within 10 working days of their due date, Tiggers may charge interest on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of the Royal Bank of Scotland plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment.

5.4 If any fees or charges (including late payment charges) are outstanding for more than 10 working days from the relevant due date then Tiggers may terminate the contract in accordance with clause 8.7. For each email from the administration team chasing late payment of fees a £20.00 admin fee will be charged to cover staff expenses and deter late payees.

5.5 Tiggers reserves the right to increase the regular nursery fees (or any of them) at any time by giving one month's written notice of the proposed increase and the revised Fee Schedule to the parent/guardian. Any additional fees, non -regular to the parent/guardian may be increased with no notice, such as, but not limited to flexi bookings and extracurricular activities [cooking, ballet, rugby, trips etc]. These items can be booked on request [space permitting] and do not affect parent/guardian regular fees.

5.6 There shall be no pro-rata reduction of fees if during the period of the contract the child is (or is to be) withdrawn from the nursery or absent from the nursery for any period due to illness or holidays or for any other reason. Accordingly, where such circumstances are envisaged the parent/guardian is obliged to make the full and exact monthly payment in advance and there will be no obligation on Tiggers to repay fees paid in advance to the parent/guardian where such circumstances arise.

5.7 All parent/guardians have an obligation to pay the correct nursery fees. In the event of an overpayment this must be readjusted in the following month and before the child leaves the nursery as it will not be refunded. It is also the parent/guardian's responsibility to ensure that the nursery is paid on time.

5.8 The parent/guardian must provide a remittance if they pay through a voucher company, where the voucher company has failed to provide one in order for the finance department to allocate your payments.

5.9 Any overpayment of vouchers will not be refunded in accordance with UK tax laws. Vouchers are solely accepted for childcare use, they have no cash refund value. If a parent/guardian has overpaid by a voucher they have the option to use any voucher value for childcare only, space permitting. No repayment will be due to the parent/guardian.

5.10 Where there are siblings attending each account must be paid and treated separately for accounting purposes.

5.10 For the protection of the nursery staff and to avoid any doubt or loss of monies the nursery does not accept cash. The preferred payment is by bank transfer or standing order.

5.11 The childcare voucher Companies that we accept are currently Kiddivouchers, Computershare, Care-4 or Edenred. The other form of payment is through the Tax Free Childcare Scheme. The parent/guardian

must provide the nursery with a code in order to use the Tax Free Childcare Scheme for payment identification.

5.12 Any discounts applied to fees can be expired and withdrawn at any time with one month's written notice.

6 Policies

6.1 The policies of Tiggers from time to time in relation to the nursery will be available in the Nursery Office, copies of such policies will be provided to the parent/guardian on the reasonable request of the parent/guardian.

6.2 Tiggers and the parent/guardian will each, in so far as relevant to them, comply with these policies.

6.3 Policies are reviewed and updated regularly and it is the parent/guardian's responsibility to keep updated by checking the nursery policies handbook provided in the office.

7 Behaviour [Child and Adult]

7.1 If, in the reasonable opinion of Tiggers, it is considered that the continued presence of the child is detrimental to the health, safety or wellbeing of the child, or other children at the nursery, or the nursery practitioners or other staff employed or engaged at the nursery then:

7.1.1 Tiggers may require the parent/guardian to immediately collect the child from the nursery;

7.1.2 Tiggers will discuss its concerns with the parent/guardian;

7.1.3 Tiggers may refuse to accept the child into the nursery for a reasonable period (a "re-adjustment phase") to be specified by Tiggers.

7.1.4 If following a re-adjustment phase the child is re-introduced into the nursery and in the reasonable opinion of Tiggers it is again considered that the continued presence of the child is detrimental to the health, safety or wellbeing of the child, or other children at the nursery, or the nursery practitioners or other staff employed or engaged at the nursery then Tiggers may in addition to its rights above terminate the contract in accordance with clause 8.8, if it considers, acting reasonably, that a further re-adjustment phase is inappropriate.

7.2 Notwithstanding clause 5.5, during any re-adjustment phase, no nursery fees will be payable by the parent/guardian, and any nursery fees paid in advance will be refunded pro rata by Tiggers.

7.3 Tiggers have a duty, "so far as it is reasonably practical", to protect their staff from any type of abuse, including verbal abuse or any form of intimidating behaviour. Any emotional [either written or verbal] or physical abuse from a parent/guardian is unacceptable and will not be tolerated and thus will be dealt with accordingly. Exclusion from the setting may be required to further protect staff.

7.4 Once parents/guardians arrive on site they resume responsibility for their child and must ensure that they leave the setting safely. We do not accept liability for any child accidents that happen on or off site under the responsibility of their parent/guardian, where the parent/guardian is negligent in the care of their child.

8 Termination

8.1 Unless otherwise agreed between Tiggers and the parent/guardian, the contract will terminate on the "Finish Date" as detailed on the Nursery Registration Form. If a parent/guardian has not entered a

specific leave date then the nursery will automatically book the child in till 31 August in the child's school leave year. Any sessions required after such date can be added as flexi sessions. Following automatic or planned termination the deposit will be repaid by Tiggers to the parent/guardian, but the deposit may not be set-off by the parent/guardian against the nursery fees relating to the final month. The deposit will be withheld where there are outstanding arrears on the child's account till these have been cleared and the balance is £0. Parents/guardians need to request a "withdrawal form" when giving notice that is before either dates specified.

8.2 Either party may terminate the contract by the service of not less than eight weeks' notice in writing to the other. During that period of notice Tiggers will continue to accept the child into the nursery (subject to the other terms of the contract) and the parent/guardian will pay all fees due by it in accordance with the contract. Following such a termination the deposit will be repaid by Tiggers to the parent/guardian, if they have completed 6 months at Tiggers, but the deposit may not be set-off by the parent/guardian against the nursery fees relating to the final month.

8.3 Children over the age of three who are receiving free nursery education grant funding [free for three and four year olds] must give a terms notice due to working out the fees for each term. Notice opening and closing periods are listed under Funded Places (11)

8.4 If a parent/guardian wishes to amend sessions attended eight weeks' notice is required to reduce sessions. Funded children cannot reduce sessions during a Term.

8.5 If the parent/guardian withdraws the child from the nursery (without giving at least eight weeks' notice in writing to Tiggers) for any reason then, after no fewer than 28 days of continuous absence, Tiggers may terminate the contract by written notice to the parent/guardian. The deposit will not be refundable on such a termination and no nursery fees paid in advance will be refundable. Any outstanding monies will be payable in addition to the deposit, in accordance with clause 5.5.

8.6 If the parent/guardian has the right to terminate the contract in accordance with clause 2.2 (start date) it may do so by written notice to Tiggers. Following such a termination the deposit will be repaid by Tiggers to the parent/guardian, and any nursery fees paid in advance will be refunded by Tiggers.

8.7 If Tiggers has the right to terminate the contract in accordance with clause 5.3 (non-payment) it may do so by giving no less than 14 days notice in writing, unless prior to the expiry of that notice full payment is received. The deposit will not be refundable on such a termination and the outstanding monies will be payable in addition to it.

8.8 If Tiggers has the right to terminate the contract in accordance with clause 7.1.4 (behaviour) it may do so by written notice to the parent/guardian. Following such a termination the deposit will be repaid by Tiggers to the parent/guardian and any nursery fees paid in advance will be refunded pro rata by Tiggers.

8.9 Upon termination of the contract, howsoever arising, the child will cease forthwith to be accepted into the nursery.

9 Non-solicitation of nursery staff

9.1 During the term of the contract and for the period of six months following its termination (howsoever arising) the parent/guardian will not employ or otherwise engage, seek to employ or otherwise engage, entice away or attempt to entice away from the employment of Tiggers any person or persons who is or has

been employed by Tiggers in connection with the nursery, unless in the latter case that person has ceased to be employed by Tiggers for a period of more than 6 months.

9.2 The parent/guardian shall indemnify Tiggers fully in respect of all and any costs, claims, damages and expenses incurred by or made against Tiggers as a result of any breach of clause 9.1, including the costs and expenses reasonably and properly incurred by Tiggers in replacing any member of staff engaged, employed or enticed away in breach of that clause such as agency fees, advertising costs, and the cost of Tiggers management time in interviewing candidates. The parent/guardian will also be liable for any loss of fees where the child leaves the nursery to be looked after by the solicitation of staff under clause 9.1.

9.3 Staff members must not be approached during working hours for babysitting duties. A list of available staff who wishes to babysit is located in the office. Without any exception all arrangements between staff and the parent/guardian is purely separate to the operation of the business and Tiggers will not be held liable for this arrangement or anything that may happen during this private agreement.

9.4 Under no circumstances must staff ever carry a child in their car. They will not be able to pick up or bring a child to nursery if asked to do so for insurance restrictions and the safety of the child.

9.5 Parents/guardians must not request and are forbidden to add staff members as friends on social media. This is against our safeguarding and social media policies and may affect both parties.

10 Limitations on Liability

10.1 If Tiggers is affected by an event beyond its reasonable control (such as, without limitation, fire, severe weather conditions or flood) which prevents it from performing its obligations under the contract it will notify the parent/guardian as best possible, but Tiggers will not be liable for any failure or delay directly caused by that event. During any period where due to such an event the child cannot be accepted into the nursery, all nursery fees will be payable in full by the parent/guardian, and any fees paid in advance will not be refunded pro rata by Tiggers.

10.2 Tiggers shall not be liable to the parent/guardian for the loss of or damage to any property left with or worn by the child, save in the case of Tigger's negligence, in which case Tigger's liability shall be limited, in so far as permitted by law, to a maximum £50 in aggregate per event.

10.3 To protect children's belongings Tiggers request that they do not bring in money, valuable items or toys [other than comforters] with them, to avoid upset for the child and their parent/guardian. Tiggers will not be held liable for the loss or damage of such items brought in.

10.4 In relation to clause 9.3 Tiggers does not offer a babysitting service and therefore acceptance of these terms and conditions constitutes your acknowledgement and agreement that we have nothing whatsoever to do with any private arrangements made between parent/guardians and staff members of Tiggers and will not be held liable for such arrangements or their outcomes.

11 Funded Places

11.1 We accept the 570 and the 1,140 Funded Entitlement [FE] hours.

11.2 All 3-4 year olds are entitled to 570 hours per year and some families are entitled to claim the addition 570 hours, totalling 1,140. It is the parent/guardian responsibility to apply for an eligibility code and provide this to the nursery every term and in time to claim these additional hours.

11.3 Parents/guardians who have claimed the additional hours due to financial eligibility will be given a grace period if their circumstances change, meaning that they are no longer eligible. This can be obtained from the office and should cover any notice period required to the nursery to amend their booking.

11.4 We stretch the funded hours over the entitled 50-week year, charging for additional hours at the rate on the Fee Schedule, plus Consumables [Meals, refreshments, arts & crafts, cooking activities, trips etc] Consumables and additional hours are subject to increases.

11.5 It is not compulsory to stretch your hours across the 50-week funded period. You can use your FE hours for 38 weeks of the year. There will be no charge to your hours of attendance, where the hours claimed do not full short of the hours attended. Consumables only will be charged for the 38 weeks. The remaining nursery periods that are not covered by the 38-week Government Term Time are charged at the flexi booking rate per day [see Fee Schedule]. Both the chargeable days and the consumables are charged monthly in advance based on annualised calculations.

11.6 All funded children are booked in per full Term. Any notice given to terminate a space will take into account the minimum Terms' notice and any additional days up to the end of a following Term. Where children are leaving to start school the expected end date is 31 August for all children. You will be charged for the full term and no discount is due if you decide to leave any earlier than the end of term dates. (11.7)

11.7 Notice periods for funded children:

Spring Term (01 January-31 April) Notice period opens 01 September and closes 01 November

Summer Term (01 May-31 August) Notice period opens 01 January and closes 01 March

Autumn Term (01 September-31 December) Notice period opens 01 May and closes 01 July

11.8 The nursery also accepts 2-year funding, space permitting. This is stretched over the year to provide a fully funded one day per week place [consumables included]. When the child reaches 3 years the 2-year funding changes to the lower rate on the 3 year funding so the consumables are then charged.

11.9 It is also not compulsory to pay for cooked meals provided onsite by our chef. However due to our food policy we cannot accept food from home in the nursery. Where the parent/guardian cannot afford to pay the consumables charge they must pick their children up at lunch time to feed them outside of the nursery premises.

12 Safeguarding

12.1 We will do all that is reasonable to safeguard your child's welfare and to provide pastoral care to at least the standards required by law and the Early Years Statutory Framework and will strive to provide care above these already outlined.

12.2 We will respect your child's human rights in line with the United Nations Conventions of the Right of the Child [UNCRC].

12.3 Parent/guardians give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a child in distress or to maintain safety and good order or in connection with the child's health and welfare.

12.4 The nursery reserves the right to administer adequate and necessary first aid treatment by a qualified first aider, parent/guardians agree that no liability shall arise from trained first aid administration.

12.5 Parent/guardians must, as soon as possible, disclose to the nursery any known medical conditions, health problems or allergy affecting the child, or any family circumstances or court order which may affect the child's welfare or happiness, or any concerns about the child's safety.

12.6 Mobile phones are forbidden to be used within the building except the designated areas: reception, office and staff room.

12.7 The nursery and its entire grounds is a non-smoking premise, including vapes.

12.8 There is a full and in-depth safeguarding policy that the parent/guardian should take notice of.

13 General

13.1 The parent/guardian may not assign or otherwise transfer the contract.

13.2 Other than as expressly provided for herein, no variation of the contract will be valid unless it is in writing and made between a duly authorised representative of Tiggers and the parent/guardian.

13.3 Any delay by a party in exercising a right under the contract will not constitute or be deemed to be or a waiver of that right.

13.4 The contract constitutes the entire agreement between the parties in respect of its subject matter, and supersedes all previous agreements and understandings in that respect.

13.5 All notices under the contract served must be in writing and posted to the address of the relevant party as specified in the contract and, in the case of notices served by the parent/guardian, marked for the attention of "the Nursery Manager".

13.6 If there are two persons named as parent/guardian on the Nursery Registration Form:-

13.6.1 a notice served by Tiggers shall be valid if served on either or both of them;

and

13.6.2 a contract variation shall be valid if agreed between Tiggers and either or both of them.

13.7 The headings in these terms and conditions are inserted only for convenience and shall not affect their construction.

13.8 Where the contract expressly provides that nursery fees paid in advance are to be refunded "pro rata", the factors shall be the number of sessions paid for, and the number of those sessions where the child has not attended or will not attend the nursery as a result of the event leading to the fees being refundable.

13.9 Tiggers have a legal obligation to disclose certain financial information with HMRC [i.e. tax credits], in the event of an investigation and also

13.10 information may be shared where it is necessary to protect a child under child protection laws and

13.11 information may be shared with other professionals in the best interests of the learning and development of the child.

13.12 The nursery has a private car park, please exercise great care when using it. All persons using the car park do so at their own risk and the nursery will not accept any responsibility for injury to children in the car or the parent/guardian, damage or loss to persons, vehicles or property.

13.13 The parent/guardian shall be liable to any costs to carry out repairs to the car park if such damage is caused by their fault or negligence.

13.14 The nursery has the correct insurance in place, copies of which can be found in the office and parent notice boards.

13.15 In the event of any provision of the contract being found by a court with jurisdiction to be void or unenforceable in full or in part, then that provision or part of it shall be removed, but the remainder of the contract shall remain in full force and effect.

13.16 The contract shall be governed by and construed in accordance with the law of England and the parties submit to the exclusive jurisdiction of the English courts.

N.B Please note that if you need this document to be translated or provided in larger font please inform the Nursery Manager who will arrange this.