



# **Busy Bees Terms and Conditions**

**These terms and conditions govern the basis on which we agree to provide childcare services to you.**

## 1. OUR CONTRACT WITH YOU

- 1.1 When you have decided that you wish to purchase childcare services from us, we will provide a pack of documentation to you. This documentation pack will include (amongst other things) an Application Form to apply to use our childcare services, a copy of these terms and conditions, and details of the fees payable for our services. You will need to complete the Application Form and return it to us. By completing the Application Form, you are making an offer to us that you wish to receive childcare services from us.
- 1.2 When we receive your application, and payment of your registration fee, we will review and consider your application. If we are able to accept your application, we will confirm this to you in writing and this will be the date that your contract with us begins. You have a right to cancel your contract with us for a period of 14 days after the date you enter into the contract with us. Please see clause 7 for more details about your right to cancel.
- 1.3 The contract you have with us comprises these terms and conditions and any documents which we refer to in these terms and conditions. If there are any particular statements (written or verbal) which we have made to you, on which you based your decision to enter into a contract with us, then you should ask us to confirm those statements in writing before you complete your application, if you wish such statements to form part of your contract with us.

## 2. DETAILS ABOUT US AND THE SERVICES

- 2.1 You are entering into a contract to purchase childcare services from us through our nurseries. We have been providing childcare services for a number of years. Each of our nurseries are independently inspected and full details about each nursery can be found at [www.ofsted.gov.uk](http://www.ofsted.gov.uk) (for nurseries based in England), [www.cssiw.org.uk](http://www.cssiw.org.uk) (for nurseries based in Wales) or [www.careinspectorate.com](http://www.careinspectorate.com) (for nurseries based in Scotland).
- 2.2 You are entering into a contract with us, Busy Bees Holdings Limited (company registration number 06903391). Our registered office address is "Busy Bees at St Matthews, Shaftesbury Drive, Burntwood, Staffordshire, WS7 9QP". All correspondence should be sent to "Busy Bees at St Matthews, Shaftesbury Drive, Burntwood, Staffordshire, WS7 9QP" or to the address specified in your documentation pack. You can also contact us via telephone 01543 678450.
- 2.3 The childcare services are supplied through our various subsidiary companies. Details of the subsidiary which will be providing the childcare services to you will be detailed in your documentation pack.
- 2.4 We will start providing the childcare services to you on the date specified in the application form, or such other date as we may agree in writing between us.
- 2.5 We do not offer babysitting services as part of our childcare services. If you wish to use any of our employees or agents to provide babysitting services to you, you acknowledge and agree that this is done entirely at your own risk. You will be contracting directly with the individual providing those babysitting services to you and we accept no liability to you for the supply of any babysitting services.

## 3. OBLIGATIONS ON BUSY BEES

- 3.1 We will:
  - 3.1.1 inform you as soon as possible whether your application for a nursery place has been successful;
  - 3.1.2 provide the agreed childcare facilities for your child at the agreed times (subject to any days when your child's nursery is closed). If we change the opening hours of your child's nursery, we will give you as much notice of our decision as possible and, if necessary, work with you to agree a change to your child's hours at the nursery;
  - 3.1.3 try and accommodate any requests you may make for any additional sessions and/or extended hours of childcare at the nursery;
  - 3.1.4 provide you with regular verbal updates as to your child's progress on request;
  - 3.1.5 notify you as soon as possible of any days on which your child's nursery will be closed; and
  - 3.1.6 try to make available to any of your other children a place at the same nursery. However, we cannot guarantee that a place will be available.

## 4. OBLIGATIONS ON YOU

- 4.1 You will:
  - 4.1.1 ensure all information supplied in your application form is accurate and correct;
  - 4.1.2 complete and return to us our the Registration Form before your child can start at our nursery and immediately inform us of any change to the information provided;
  - 4.1.3 inform us if your child has any Special Educational Need and Disability (SEND) or medical needs;
  - 4.1.4 complete a medicine consent form if you require our staff to administer any medicines to your child (whether they are prescribed or over the counter medicines);
  - 4.1.5 immediately inform us if your child is suffering from any contagious disease. For the benefit of the other children in the nursery, you must not allow your child to attend the nursery if they are suffering from a contagious disease which could easily be passed on to another child during normal daily activities of the nursery;
  - 4.1.6 immediately inform us of any changes to your contact details;
  - 4.1.7 keep us informed as to the identity of the persons who will be collecting your child from our nursery. If the person collecting your child is not usually responsible for collecting them we will require proof of identity. If we are not reasonably satisfied that an individual is allowed to collect your child, we will not release your child into their care;
  - 4.1.8 inform us if your child is the subject of a court order and provide us with a copy of such order on request;
  - 4.1.9 immediately inform us if you are unable to collect your child from nursery by the official collection time; and
  - 4.1.10 inform us as far in advance as possible of any dates on which your child will not be attending the nursery.

## 5. PAYMENT

- 5.1 Our fees are based on a weekly fee which shall be notified to you in advance of your child starting at the nursery ("Weekly Fee"). Details of our current fees are contained in the documentation pack. We may review these fees at any time but shall inform you of the revised amount at least 1 month before it takes effect. If you do not wish to pay the revised fee, you may end this contract by giving us 1 months' notice, by completing the Leavers Form, which can be obtained

online via the Parent Resources Section on your nursery's website page.

- 5.2 Fees must be paid on a monthly basis, in advance. We calculate the amount payable by you each month by multiplying the Weekly Fee by the weeks charged for in each year (depending on the nursery at which your child has a place) and dividing the total by 12. This will give 12 equal monthly payments. There will be no refunds or adjustments of the Weekly Fee in respect to bank holiday closures, as the fees have been calculated having taken those into account. However, once your child is eligible to claim Government Funding, we may amend the billing calculations in order to comply with the Local Authority Service Level Agreement and the Code of Practice. You will be notified in writing, 1 month in advance of any changes to the calculation of your bill.
- 5.3 No refund will be given for periods where your child's nursery place is unfulfilled due to illness or holidays. Where nurseries are closed on bank holidays (or substitute days), no refund will be given for this closure as our fees have been calculated taking these closures into account.
- 5.4 All payments made under this contract must be by direct debit, childcare voucher or tax free childcare.
- 5.5 If you have requested additional sessions or have been unable to collect your child by the official collection time and we have as a result provided you with additional childcare facilities, we will charge you for additional childcare monthly in arrears. We will amend the amount of your direct debit accordingly.
- 5.6 If you fail to make payment in full by the due date we will enforce an interest charge of 2% above the base rate of our bank on the fee outstanding for every day the invoice remains unpaid, along with an administration fee of £25.00. For any failed direct debit or other method of payment we will charge a £25.00 administration fee.
- 5.7 Where your nursery offers a reduced fee rate after a child's birthday that reduction will take effect from the first day of the following billing period.

## **6. SUSPENSION**

- 6.1 We may suspend the provision of childcare to your child, on 1 months' notice, at any time if:
  - 6.1.1 You have failed to pay any fees;
  - 6.1.2 Your child's behaviour at the nursery is deemed by us to be unacceptable or endangers the safety and wellbeing of the other children at the nursery. The suspension shall continue whilst we try and address these problems with you.
- 6.2 If your child is suspended part way through a month, under the conditions stated in clause 6.1.2, we shall give you a credit for any fees you have already paid for the remaining part of that month, calculated on a pro-rata basis. This credit may be offset against any sums payable by you to us.
- 6.3 If the period of suspension exceeds 1 month, either of us may terminate this contract by written notice.

## **7. CANCELLING YOUR CONTRACT**

- 7.1 If you change your mind, you can cancel your contract with us at any time within 14 days of receiving confirmation (referred to in clause 1.2) from us.
- 7.2 To exercise your right to cancel, you must inform us of your decision to cancel this contract by telling us this clearly in writing (e.g. a letter sent by post or email). You may use the cancellation form attached to these terms and conditions to cancel your contract, but you are not obliged to do so.
- 7.3 To meet the cancellation deadline, you should send your cancellation notice to your nursery (whose address will be in your documentation pack) marked for the attention of the Nursery Manager before the end of the cancellation period.

- 7.4 If you cancel your contract within this 14 day period we will reimburse you all payments we have received from you (i.e. the registration fee payment made to secure your childcare place(s)) UNLESS YOU HAVE REQUESTED THAT WE PROVIDE THE CHILDCARE SERVICES TO YOU IN THE CANCELLATION PERIOD. Where you inform us that you wish us to start providing childcare services to you within the 14 day cancellation period, you will be required to pay for all childcare services you receive from us. The provision of childcare services in the cancellation period will not affect your right to cancel within 14 days of the contract date.
- 7.5 Any reimbursements due to you will be made using the same method of payment as you used to make your payment to us, unless you request otherwise. You will not incur any fees as a result of the reimbursement.
- 7.6 After the 14 day cancellation period has expired, you may end this contract at any time, giving us at least 1 months' notice, by completing the Leavers Form. However, once your child is eligible to claim Government Funding, you are required to give us at least 2 months' notice, by completing the Leavers Form. A full copy of Government Funding Terms and Conditions can be obtained from your Nursery Manager.
- 7.7 We may immediately end this contract if:
  - 7.7.1 you have failed to pay your fees;
  - 7.7.2 you have breached any of your obligations under this contract and you have not or cannot put right that breach within a reasonable period of time of us asking you to;
  - 7.7.3 you behave unacceptably, as we will not tolerate any physical or verbal abuse towards staff;
  - 7.7.4 your child's behaviour is unacceptable or endangers the safety and wellbeing of any of the other children at the nursery; or
  - 7.7.5 we take the decision to close your child's nursery. We will give you as much notice as possible of such a decision.
- 7.8 You may immediately end this contract if:
  - 7.8.1 we have breached any of our obligations under this contract and we have not or cannot put right that breach within a reasonable period after you have drawn it to our attention; or
  - 7.8.2 we suffer any event of insolvency.

## **8. EMPLOYMENT OF STAFF**

- 8.1 If, during this contract and for a period of 6 months after the termination of this contract, you (directly or indirectly):
  - 8.1.1 employ or otherwise engage the services of any member of our staff who has had contact with your child under this contract in the last 6 months; and/or
  - 8.1.2 allow or permit the provision of any childcare services to your children by any member of our staff who has had contact with your child under this contract in the last 6 months; then you shall pay to us a figure representing 20% of the relevant member of staff's gross annual salary at the time they left our employment and/or services. This figure represents the costs to us of recruiting a suitable replacement member of staff.

**9. GENERAL**

- 9.1 We have an obligation to report any instances where we consider that a child may have been neglected or abused to the relevant authorities. We may do so without your consent and/or without informing you.
- 9.2 We have a duty of care to give all children the same opportunities. In order to do this, we need to be made fully aware of any SEND and/or medical needs for your child. Failure to inform us of your child's needs could result in us being unable to offer your child a place at one of our nurseries.
- 9.3 If the nursery that your child attends has to close or we take the decision to close due to events or circumstances which are outside our control, we shall be under no obligation to provide alternative childcare facilities to you. If the closure exceeds 3 days in duration (excluding any days when the nursery would otherwise be closed), we will credit you with an amount that represents the number of days the nursery is closed in excess of 3 days.
- 9.4 If you have any concerns regarding the services we provide or wish to make a complaint, please discuss these with your child's keyworker. If these concerns or complaints have not been resolved to your satisfaction please contact the Nursery Manager. Customer satisfaction is of paramount importance to us and any concerns/complaints will be reported to the appropriate Regional Director for review.
- 9.5 We carry a wide range of toys and equipment at our nurseries. Unless we specifically request otherwise, your child should not bring any of their own toys to nursery. If they do bring toys with them, we accept no responsibility for any loss or damage to those toys.
- 9.6 From time to time we may have photographs taken of the children who attend our nurseries. These photographs may be used for promotional purposes. If you do not wish your child to be included in these photographs, you should inform your Nursery Manager.
- 9.7 As the number of children with nut allergies is increasing, with the support of parents we aim to keep the nursery NUT FREE. Parents are requested not to send food or empty food packaging into the facility. Parents are also requested not to use creams, sun creams, oils etc. on their child that may contain nut oil, e.g. arachis, as this may have severe consequences to another child or member of staff.
- 9.8 We may make changes to these terms and conditions from time to time, and we will notify you in writing (including by email) if we make any changes to these terms and conditions.
- 9.9 A minimum booking of two sessions is required.
- 9.10 If you wish to send us any notifications in relation to your contract with us, please send them to your nursery (whose address is detailed in your documentation pack) marked for

the attention of the Nursery Manager. If we send any notifications to you in relation to these terms and conditions, we shall do so in writing to either the postal address or email address you have notified to us for correspondence.

- 9.11 These terms and conditions, and our contract with you, are governed by English law and both of us agree to submit to the exclusive jurisdiction of the English courts to deal with any matters arising out of or in connection with the contract.

**10. DATA PROTECTION**

- 10.1 On 25th May 2018 the General Data Protection Regulation ((EU) 2016/679) (the "GDPR") came into effect in the UK. Where we receive any personal data (as defined in GDPR), we shall ensure that we fully comply with the provisions of the GDPR and will only process the personal data to fulfil our obligations under this contract. We will:
  - 10.1.1 be lawful, fair and transparent in relation to how personal data is collected, stored and processed;
  - 10.1.2 ensure we only collect personal data for specified, explicit and legitimate purposes;
  - 10.1.3 use our best efforts to ensure all personal data that we hold is accurate and correct;
  - 10.1.4 ensure we do not hold personal data for longer than is necessary for the purposes it was collected (being the fulfilment of our contractual and legal obligations to you and your child);
  - 10.1.5 take appropriate technical and organisational security measures to protect personal data;
  - 10.1.6 take all reasonable steps to ensure all partners, contractors and third parties who process any personal data on behalf of Busy Bees, do so in accordance with the requirements of the GDPR;
  - 10.1.7 process personal data in a manner that ensures such personal data is kept safe and secure, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage;
  - 10.1.8 ensure all personal data provided to us shall only be used for the purposes of fulfilling our obligations under this contract, fulfilling our legal obligations and any other express instructions you provide to us. We shall not process or disclose any personal data you supply to us in any ways without your explicit prior consent;
  - 10.1.9 process personal data in line with your rights under the GDPR and in accordance with the terms of our privacy policy (available on our website [www.busybeeschildcare.co.uk](http://www.busybeeschildcare.co.uk)). Our privacy policy explains what your rights are under the GDPR and how you can exercise those rights in relation any personal data we hold about you or your child.

When you sign the Application Form, you are confirming you have read and understood these Terms and Conditions and agree to comply with them.

**CANCELLATION FORM**

To: Busy Bees Holdings Limited, Shaftsbury Drive, Burntwood, Staffordshire, WS7 9QP

I/we hereby give notice that I/we wish to cancel my/our contract with you for the supply of childcare services which I ordered from you dd/mm/yyyy

Name of customer: .....

Address of customer: .....

Nursery name: .....

Child's name: .....

Signature of customer: .....

Date: .....