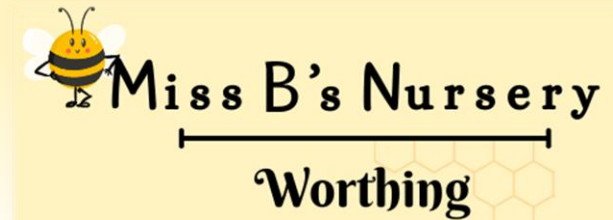


Terms and conditions

September 2026



The following terms and conditions (and the documents referred to herein) constitute your entire contract with Miss B Childcare Limited (“Miss B’s”, “Miss B”, “Miss B’s Nursery”, “us”, “our”, or “we”) for childcare services.

1. Care requirements

1.1 You will provide Us with a copy of your child’s birth certificate.

1.2 You will ensure all information supplied upon registration is correct and up to date. You must immediately inform us of any change to this information, which includes:

1.2.1 any special educational needs and/or disability (SEND);

1.2.2 Medical needs (including allergies/intolerances and/or medical conditions and whether your child requires medicine to be administered). Your child’s attendance at Miss B’s Nursery whilst on medication is at our sole discretion.

1.2.3 any court, consent order, or signed custodial agreement relating to your child’s care arrangements and

1.2.4 contact details for you and any other person(s) authorised to collect your child. We reserve the right not to release your child to a person if we are not satisfied that they are authorised to collect them or are not in a state to safely do so, which will be at our discretion.

1.3 Your child is not permitted to attend Miss B’s Nursery if they are suffering from a contagious illness (as laid out in our ‘Contagious diseases’ information packet) and cannot return until they have completed their exclusion period and/or been symptom-free for 48 hours or cleared by a doctor to return.

1.4 We may administer first aid in the event of an incident or accident, or certain types of non-medically prescribed medication (such as to reduce your child’s temperature or respond to an allergic reaction) or apply sun creams / nappy cream as we deem appropriate. You must notify us if you do not consent to this, but please note that it may result in your child not being permitted to attend Miss B’s Nursery.

1.5 We have an obligation to report to relevant authorities any instances where we consider that a child may have been neglected or abused. We may do so without your consent and/or without informing you.

1.6 If you opt to supply your own food and consumables, you must comply with Miss B’s and Nutrition Policy and Consumables and Toiletries Policy. Failure to do so may be treated by us as a breach of this contract, and you will incur additional charges as set out in those policies.

2. Fees and Payment

2.1 Deposit

To secure your child’s place, a one-off enrolment fee of **£38.00** is payable.

This non-refundable fee includes staff administration/documentation for your child.

Deposit Fee: £ 100.00

£50 will be credited to your account with your first invoice.

We will send you written confirmation that a place for your child has been accepted after you have returned the registration form and paid your deposit. We cannot hold a space for you if you have not paid the deposit.

2.2 Late Payment Charge

Fees are charged and payable in advance by direct debit, childcare vouchers or tax-free childcare. We will enforce a daily interest charge of 1.5% above the Bank of England base rate on overdue fees until they are paid, plus a **£20.00** administration fee. We reserve the right to suspend your child’s place at Miss B’s Nursery until full payment has been made.

2.3 Changes to bookings & Defer Start Date

Any amendments to the child’s booking must be given a minimum of a term’s notice period. If you fail to give the Minimum Notice, you shall remain responsible for paying the full fees for the child from the date you give notice until the end of the Minimum Notice period. If you wish to defer your child’s start date, you must give us the Minimum Notice. If you fail to give the Minimum Notice, you shall remain responsible for paying the full fees for your child from the originally agreed start date until the end of the Minimum Notice period.

2.4 Late Collection Charges

You must immediately inform us if you are unable to collect your child by the specified closing time or after your child’s allocated session time. Late collection will result in additional fees being charged to you to account for the additional hours

of Services provided. This will be invoiced to you monthly in arrears. If we have not been able to reach you or an authorised person to collect your child, then we reserve the right to call the appropriate government bodies to collect your child.

Late Collection Charge: £15 per quarter hour or part thereof (Two members of staff are legally required to remain at the setting with your child, and this is the cost incurred by Miss B’s Nursery).

2.5 Refunds

No refund or swapping of sessions will be given for days when (i) your child has been absent due to illness or holidays, (ii) We are closed due to a public holiday/INSET day, but payment is still incurred. If we take the decision to close due to events or circumstances which are outside of Miss B Nursery’s control, we shall be under no obligation to provide alternative Services to you. If the closure exceeds three days (excluding any days when We would otherwise be closed), We may credit you with an amount equal to the number of days We are closed in excess of three days.

2.6 Fees

2.6.1 The invoice will be debited at the start of every term, for the term ahead.

2.6.2 Fees are set out in the Fee Sheet provided to You. They are dependent on booking patterns and your child’s age. We may review fees at any time or amend the way we calculate fees to comply with the Local Authority Service Level Agreement.

We will provide you with at least four weeks’ notice of any revision to Fees. If you do not accept the revised fee, you may end this contract in accordance with clause 3.2.

Any discount applied to fees is discretionary and solely a gesture of goodwill; it does not constitute a variation of this contract. Where we offer a reduced fee rate after a child’s birthday, it will take effect from the first day of the following billing period.

2.7 Payment Plans

In exceptional circumstances, parents/carers may apply for a payment plan under which the full term’s invoice will be issued at the end of the month and payable on the first day of each month. This is at the discretion of Miss B’s Nursery and will incur a charge of £20 per term.

All payment plans are reviewed termly.

Payment via Instalments: £20 per term

2.8 Voluntary Meal Charge

The meal charge is voluntary; however, if you choose to opt out, you must provide food that aligns with our menu to ensure the safety of all children, particularly those with allergies. Any decision to opt out must be discussed and agreed in advance with the manager.

3. Terminating this Contract

3.1 You have a right to cancel this contract, without liability, within 14 days of the date we confirm your application has been successful. To exercise this right, you must let us know in writing (email or letter) within this time period. After this time, your cancellation rights are as below, and your deposit will not be refundable.

3.2 You may end this contract at any time by providing us with at least four weeks’ written notice.

3.3 We can end this contract at any time by providing You will be given at least four weeks’ prior written notice. *However, we can suspend the Services, or end this contract immediately if:*

3.3.1 You have failed to pay any fees by the due date.

3.3.2 You have breached any of your obligations under this contract, and you have not or cannot put it right that breach within a reasonable period of time, or you consistently act in breach of this contract or any of our policies.

3.3.3 You behave unacceptably (in our sole discretion) in our setting or with any of our colleagues.

3.3.4 Your child’s behaviour is deemed by Us to be unacceptable or endangers the safety and well-being of other children or our colleagues. Where we elect to suspend the provision of Services under this clause 3.3, the suspension shall continue whilst we try to resolve the identified problem. If your child is suspended partway

through a month, we shall credit 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. If the period of suspension under this clause 3.3 exceeds one month, either of us may terminate this contract, which shall take effect immediately by giving written notice.

4. Holidays

We operate for 48 weeks of the year and are closed for two weeks over the Christmas period and the final two weeks of August. Should parents wish to take additional holidays outside of these closure periods, this must be taken within the remaining 10 weeks of the school holiday period. We permit up to **two full weeks of holiday** during this time, if a full term’s notice is provided to allow for appropriate staff planning and reorganisation. Any additional leave beyond two weeks will be chargeable at the private rate specified in our Fee Sheet.

5. Employment of staff

5.1 We do not offer babysitting services. If you wish to use any of our colleagues to provide babysitting services, 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 in respect of that individual or those services.

6. General

6.1 Your child is not permitted to bring any smart device with camera/recording functionality into Miss B’s Nursery. We accept no responsibility for any loss or damage to any items left by you or your child at Miss B’s Nursery, such as car seats, prams, toys, clothing or smart devices. All items are left at your own risk.

6.2 We may unilaterally change any provision of these terms and conditions without notice to you, where such a change arises from regulatory or legislative requirements. For any other changes to these terms and conditions We will give you four weeks’ notice in writing (including by email).

6.3 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.

7. Data protection

We process personal data, including special category data, for our colleagues, parents and children. We do not retain personal data for longer than necessary, and only in accordance with our contractual and legal obligations. Full details of how we meet our data protection obligations and how you can exercise your rights is set out in our Privacy Policy, available on our website and here.

This document constitutes a binding agreement between the Nursery and the Parent/Carer.

By signing below, the Parent/Carer confirms that they have read, understood, and agree to be bound by the Terms and Conditions set out herein, including any policies and procedures referenced within this document, as may be amended from time to time. The Nursery agrees to provide childcare services in accordance with these Terms and Conditions and all applicable regulatory requirements.

Both parties acknowledge that failure to comply with these Terms and Conditions may result in action being taken in accordance with the Nursery's policies.

Signed for and on behalf of the Nursery:

Print Name: KAYLEIGH BOTHA

Signed by the Parent/Carer:

Print CHILD'S Name: _____

Print Parent/Carer's Name: _____

Kayleigh Botha

Signature

Parent/Carer's Signature

Date