

childcare agreement terms and conditions

1. Definitions

Words and expressions used in the Childcare Agreement have the following meanings except where the context otherwise requires:

"agreement"	the Childcare Agreement of which these Terms and Conditions are a part
"child"	a child occupying a place at the childcare centre, and shall be construed accordingly
"children"	Ark Childcare Ltd
"Ark"	the childcare centre operated by Ark
"childcare centre"	the parent(s), the parent's partner or guardian(s) of the child
"parent"	the first working day of each month following the start date, on which the place fee is payable in advance
"payment date"	the monthly sum payable in advance by the parent, in accordance with and subject to the provisions of paragraph 5
"place fee"	the date on which the child commences attendance at the childcare centre
"start date"	

2. Obligations of Ark

Ark will make available suitable premises and staff for the childcare centre and shall:

- 2.1 ensure that such premises comply with all relevant legal requirements in respect of the provision of childcare facilities.
- 2.2 implement an educational programme for children attending the childcare centre.
- 2.3 ensure that the childcare centre shall be open Monday to Friday 52 weeks of the year, except on 25 and 26 December and 1 and 2 January; the childcare centre is open between the hours of 7am and 7pm.

3. Obligations of the Parent

Both parents or the sole parent must sign the agreement and shall:

- 3.1 answer fully and frankly all questions set out in Ark's registration documents and Ark shall be entitled to rely on all of the answers contained therein.
- 3.2 pay the place fee promptly in accordance with the terms of Paragraph 5.
- 3.3 inform Ark in writing of any food, medicine, activity or any other circumstances that may cause the child to have an allergic reaction, provide details of the severity of the allergy and continue to update Ark in writing with any information as to the severity or range of the allergy as the parent becomes so aware.
- 3.4 notify Ark when the child is suffering from any illnesses, sickness, phobias or allergies before bringing the child onto the childcare centre's premises.
- 3.5 provide the childcare centre with all necessary medication and treatment aids for the child and provide written explanation of and authorisation for the procedure for their use where Ark has agreed to administer them.
- 3.6 provide suitable, named outdoor and indoor clothing for the child, including spare items.
- 3.7 provide a telephone number where the parent may be reached at all times while the child is at the childcare centre and update Ark with any changes to it.
- 3.8 provide a written list of responsible adults who are authorised to collect the child from the childcare centre and ensure that one of these named responsible adults attends the childcare centre by the agreed time to collect the child.
- 3.9 permit, and hereby authorise, Ark's personnel to arrange for the child to receive medical treatment in their absence in the case of emergency, including first aid treatment administered by Ark's staff.
- 3.10 permit, and hereby authorise Ark in its sole discretion to seek medical assistance for the child where the parent cannot be contacted for prior approval.
- 3.11 consent to the holding and processing of personal data relating to the parent and the child in accordance with the Data Protection Act 1998. For the avoidance of doubt the personal data will include matters provided in this agreement and any other personal data provided to Ark thereafter. The data will be processed for the purposes of administering and operating the childcare centre and will include the transfer of data to third parties including any successor in business to Ark.
- 3.12 agree that, from the date of this agreement and during its term and for six months after its termination, the parent will not directly or indirectly (via an agency) employ staff with whom they have had contact or dealings, without the written consent of Ark. In the event that a parent does directly or indirectly employ an Ark ex-staff member, a figure representing 25% of salary may become payable.
- 3.13 permit, and hereby authorise Ark to take photographs of the child for the purposes of record keeping, evaluating the child's personal development and publicity.
- 3.14 permit, and hereby authorise Ark to take the child on spontaneous outings, such as walks out and trips to local amenities.

4. Children

- 4.1 Ark may require the parent to withdraw or remove the child from the childcare centre, as soon as is reasonably practicable, in the event that:
 - 4.1.1 the child requires special medical care or attention which is not available at the childcare centre or which is refused by the parent.
 - 4.1.2 Ark has reasonable cause to believe that the child is or may be suffering or has suffered from any communicable disease, and there remains a danger that other children at the childcare centre may contract such a disease.
 - 4.1.3 the parent is not able to be completely open and honest about the child's condition, or withholds, or is subsequently found to have withheld, important information.
 - 4.1.4 the childcare centre manager reasonably deems the child to be disruptive.
- 4.2 The parent shall not be entitled to any refund of place fee when a child is absent from the childcare centre for any of the reasons stated in paragraph 4.1, unless the child is permanently removed from the childcare centre.

5. Fees

- 5.1 Prior to the start date, the parent shall complete and return to Ark a direct debit mandate in respect of the place fee and shall ensure that the mandate is honoured on every payment date unless an alternative payment method has been authorised by Ark. Except where a parent reasonably disputes the amount payable, Ark shall not be obliged to admit the child to the childcare centre should the parent fail to pay the place fee on any payment date.
- 5.2 Ark shall refund a percentage of the place fee to the parent where the child has not attended the childcare centre for at least one day for a reason within Ark's reasonable control. The amount repayable shall be calculated according to the child's daily rate. If, due to reasons beyond Ark's reasonable control (including, without limitation, fire, flood, Act of God or industrial action), Ark should deem it necessary to close the childcare centre, either temporarily or permanently, no parent shall have any claim whatsoever against Ark arising from such closure, apart from the refund of any place fees paid in respect of days when the childcare centre was so closed.
- 5.3 Fees are payable during periods of absence from the nursery, including sickness, holidays and on 25 and 26 December and 1 and 2 January.
- 5.4 Ark reserves the right to review the place fee, on giving the parent a minimum of four weeks written notice, and will seek to restrict such reviews to once per year.
- 5.5 Parents who place their children with Ark for more than 30 hours a week on a regular and through-year basis may be entitled to a discount of 5%. This will be decided on a case-by-case basis and factors such as the regularity of bookings, notice periods given and fee payment on time will be taken into account. Discounts are not applicable to Weekend Club bookings.
- 5.6 No multiple discounts will be applied. For example, where a parent who appears to be eligible for more than one discount, such as a full-time discount or any promotional offers, the parent must select the discount that they wish to be applied to their fees. Ark will apply this discount from the calendar month following this notification.

6. Liability

- 6.1 Nothing in the agreement shall exclude or limit Ark's liability for death or personal injury caused by Ark's negligence or for fraudulent misrepresentation.
- 6.2 Ark shall not be liable to the parent and/or child in contract, delict (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause:
 - 6.2.1 for damage to the child's or parent's property (subject to condition 6.3 below) or
 - 6.2.2 for any loss resulting from any claim made by any third party or
 - 6.2.3 for any losses you suffer which are not foreseeable. Losses are foreseeable where you and Ark could reasonably contemplate them at the time of starting this agreement. Ark are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and Ark (such as monetary loss or loss of opportunity).
- 6.3 Ark will use its reasonable endeavours to keep the parent's and child's property in good order but it remains at their own risk. Liability for damage to or destruction of such property is excluded except where caused by Ark's negligence.
- 6.4 Without prejudice to conditions 6.1 and 6.2, Ark's liability in contract, delict, (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with the agreement, shall be limited to the amount received by Ark for the claim under its insurance policy covering such risks. Ark undertakes to maintain such insurance at all times and shall intimate immediately to Ark's insurers any such claim notified by a parent to Ark. The parent acknowledges that delay in notifying any claim may prevent the parent recovering any money under any such policy.

7. Termination - Cancellation - Change

- 7.1 Any postponements of the start date require one month's notice prior to the agreed start date, failing which one full month's place fee will be charged from the original start date based on the previously anticipated sessions that the child was due to attend.
- 7.2 Except where the parent reasonably disputes the sum payable, Ark shall have the right at any time, by serving a notice in writing on the parent, to terminate the agreement with immediate effect if the parent fails to pay the place fee within seven days of the payment date.
- 7.3 Either party shall be entitled to terminate the agreement at any time, upon giving the other one month's written notice.
- 7.4 If either party shall be in material breach of the agreement and, following service by the other party of written notice specifying the details of such breach, shall fail to rectify such breach within seven days thereafter, the other party shall be entitled to terminate the agreement with immediate effect.
- 7.5 On termination of the agreement, Ark shall refund any overpayment of place fees.
- 7.6 If a parent withdraws their child during the notice period specified in paragraph 7.3, the place fee payable in respect of that notice period, or the relevant proportion of it, will remain payable to Ark.

8. Waiver

The failure or delay by Ark to exercise a right or remedy provided by the agreement or by law does not constitute a waiver of the right or remedy or other rights or remedies.

9. Notices

- 9.1 Any notice to be served under the agreement shall be sent by 1st class post and shall be deemed to have been received by the addressee within 2 days of posting.
- 9.2 The parent shall give notice to Ark of any change of address at the earliest opportunity but in any event within 24 hours of such change.

10. Whole Agreement

Ark intend to rely upon the written terms of this agreement. Neither Ark nor you may alter the terms of this agreement without the prior written consent of the other.

11. Law

The agreement and these terms and conditions shall be governed by and construed in all aspects in accordance with the laws of Scotland and the parties submit themselves to the jurisdiction of the Scottish courts.