



## **Terms and Conditions**

To enable Lara Nursery to provide and maintain the highest quality standards of childcare services, it is necessary for all Parents/Guardians to understand and agree to the following Terms and Conditions. These Terms and Conditions relate to the Contract between Lara Nursery and the Parent/Guardian in respect of the provision of childcare Services at the Nursery, as identified on the Contract.

### **1. Definitions and interpretation:**

The following words/defined terms shall be used in these Terms and Conditions.

'Child' means the child to be placed at the Nursery, for the Sessions, as identified in the Contract; 'Complaints Procedure' means the complaints/dispute procedure of Lara Nursery, as notified to the Parent/Guardian as part of the Policies; 'Contract' means the contract between WONS and the Parent(s)/Guardian(s), as governed by these Terms and Conditions and any other Policies and other written documentation referred to in these Terms and Conditions; 'Deposit' means the deposit payable to Lara Nursery by the Parent/Guardian to hold the place of the Child at the Nursery, as specified in the Lara Nursery confirmation of reservation of the Child's place in accordance with Clause 2; 'Registration fee' means the registration fee payable to Lara Nursery by the Parent/Guardian to book the place of the child at the nursery, as specified in Lara Nursery confirmation of reservation of the Child's place in accordance with Clause 2; 'Lara Nursery' means Lara Nursery Group Limited, a company registered in England and Wales under number 15109223 and whose registered office is at 'Duncan and Toplis Limited, Enterprise Way, Pinchbeck, Spalding, Lincolnshire, PE11 3YR'; 'Fees' means the fees payable by the Parent/Guardian to Lara Nursery in connection with the Child's place at the Nursery and the Services provided, as identified on the Fee Sheet, as applicable from time to time during the term of the Contract; 'Fee Sheet' means Lara nursery's fee sheet, detailing fees relevant to the Nursery, as issued by Lara Nursery from time to time during the term of the Contract; 'Form' means the nursery application form completed online via Famly app by the Parent/Guardian in connection with each Child that is to attend the Nursery identified on the form, which is subject to these Terms and Conditions and any amendments/variation made in accordance with these Terms and Conditions; 'Nursery' means the nursery operated by Lara Nursery Group Limited, to which the Child is anticipated to attend and attends, in accordance with these Terms and Conditions, as identified on the Form; 'Nursery Directors' means the Directors at the Nursery to which the Child is anticipated to attend and attends; 'Parent(s)/Guardian(s)' means the parents/guardians or person with parental responsibility for the Child, as set out on the Form; 'Policies' means the policies and procedures of Lara Nursery, as issued and/or made available by Lara Nursery to the Parents/ Guardians from time to time during the term of this Contract; 'Rooms' means the rooms in the Nursery where the Child is to be placed, depending on their age and other factors, as determined by the Nursery Directors (at their discretion); 'Services' means the services to be performed by Lara Nursery in connection with this Contract, including the provision of childcare and related educational services, as described in these Terms and Conditions and as may be detailed on the Fee Sheet; 'Sessions' means the sessions run at the Nursery, generally being full or half day or



extended day sessions; 'Start Date' means the start date, or anticipated start date, of the Child at the Nursery, as set out on the contract, and as further detailed in Clause 6

## **2. Application, Deposit, and registration fee**

2.1 In order for the Parent/Guardian to book a Child's place with the Nursery, the Parent/ Guardian shall be required to pay a registration fee and deposit to the Nursery and sign the contract, to confirm that the Parent/Guardian wishes to book a Child's place with the Nursery, on these Terms and Conditions. If the Parent/Guardian pays the registration fee and deposit to secure a Child's place with the Nursery, the Parent/Guardian shall be deemed to have accepted these Terms and Conditions in full, even if they do not send back a signed contract.

2.2 Lara Nursery shall be entitled to accept a Parent/Guardian's offer to book a Child's place with the Nursery, at its discretion. A contract for the provision of the childcare Services by Lara Nursery at the Nursery shall only come into existence once the Parent/Guardian has paid the registration fee and deposit and accepted these Terms and Conditions in accordance with Clause 2.1 and Lara Nursery has issued confirmation in writing (including by email) that Lara Nursery has accepted the Parent/Guardian's offer and the Child can be placed at the Nursery.

2.3 On the acceptance of the offer of a place at the Nursery in accordance with Clause 2.2 and payment of the registration fee and deposit, the Contract shall come into existence between Lara Nursery and the Parents/Guardians. The registration fee is non-refundable. The deposit is non-refundable if the child does not start with the Nursery as anticipated. The deposit is not deductible from the first month's fees and the Parent/Guardian is responsible for paying the fees from the start date, in accordance with Clause 3 below.

2.4 Provided all other Terms and Conditions of this contract have been complied with by the Parent/Guardian during the term of the contract, the deposit will be returned to the Parent/Guardian upon termination of the contract in accordance with Clause 6 by way of deduction on the final invoice for Fees issued by Lara Nursery (or return by way of payment method if the return of the deposit is a greater amount than the final invoice value).

## **3. Fees and Payment**

3.1 Payment of Fees for the Child's attendance at the Nursery shall be made by the Parent/ Guardian on a monthly basis, in advance, by bank transfer (or other agreed means of payment, including Tax Free Childcare or Childcare vouchers), by the 28th of the month.

3.2 Failure to pay the full amount by the 28th will result in an immediate late payment fee of £20 and a charge of £2 per additional day that the payment remains outstanding.

3.3 All fees are subject to an annual review; however, Lara Nursery reserves the right to increase the fees at other times upon giving two (2) calendar month's written notice to the Parent/ Guardian.



3.4 Full payment of fees is required even if the Child is absent from nursery due to illness or personal holiday.

3.5 A discount is offered to siblings of children already attending the Nursery. When a second child joins the nursery the first child will receive a 5% discount on their fees. A 5% discount will be applied in a similar manner for any further siblings joining the nursery. Any discounts offered will be confirmed in writing by Lara Nursery at the time Lara Nursery issues its confirmation of booking of places of additional children at the Nursery.

3.6 If a Parent/Guardian wishes to change the nursery sessions that their child attends they must request this in writing to the Nursery Managers. If the request is to reduce the number of sessions, one calendar month's written notice is required before the reduced fees apply to the reduced number of sessions. Failure to provide notice will render the Parent/Guardian liable for one calendar month's fees for the cancelled sessions. All other requests will be accommodated as and when the availability arises (if possible) and will be charged from that date.

3.7 If extra one-off Sessions are booked by a Parent/Guardian with the Nursery, these will be invoiced by Lara Nursery in the following month's statement invoice and payable in accordance with Clause 3.1.

3.8 Fees will be recalculated automatically by Lara Nursery when a child moves rooms and will be effective from 1st of the month after the child's birthday. Although guidelines for ages within the rooms are given, these are not definitive. The decision as to when a child moves room will be based upon the individual circumstances of the child, their stage of development and available resources, as determined by the Nursery Directors (at their discretion, taking into account all relevant factors).

3.9 The fees include the charges for the services, together with the provision of food/refreshments, outings, consumables (e.g. paint, colouring materials, and activities at the nursery) sun cream and nappy changing.

3.10 The fees do not include the holding of the child after the end of a session when no Parent/Guardian arrives to collect the child or damage to property caused by the child.

3.11 A late collection fee will be charged.

#### **4. Services**

4.1 Lara Nursery shall provide the services with all reasonable skill and care and in accordance with applicable laws and accepted industry practice, standards and guidelines.

4.2 The Parent/Guardian acknowledges that Lara Nursery can only perform the services to its best ability if the Parent/Guardian provides Lara Nursery with relevant information relating to the Child and complies with its responsibilities (as set out in Clause 5) and Lara Nursery shall therefore not be liable in relation to any delay, non-performance or incorrect performance of the services where this has been based on information provided by the Parent/Guardian and/or the Parent/Guardian not complying with its responsibilities set out in these Terms and Conditions.



4.3 Lara Nursery reserves the right to alter the manner in which the Services are provided over the term of the contract. If such alteration would have a significant impact on the services provided, then Lara Nursery shall provide written notice of such a significant change to the Parent/ Guardian.

4.4 Lara Nursery shall be entitled to use the information provided to it by the Parent/Guardian (in accordance with Clause 17 below) for the purposes of registering/maintaining its registration as an Early Years Provider, as required by the relevant authorities.

4.5 The Policies of Lara Nursery shall be incorporated into this contract, as if attached to these Terms and Conditions, as varied from time to time by Lara Nursery and as communicated and/or made available to the Parent/ Guardian.

## **5. Parent/Guardian responsibilities**

5.1 The Parent/Guardian shall provide to Lara Nursery all relevant information relating to the Child (in writing) for Lara Nursery to provide the services, including (but not limited to):

5.1.1 Requirements of the child in terms of nutrition, diet and allergies;

5.1.2 Any behavioural issues that the child may deal with;

5.1.3 Whether the child should participate / be exempt from any activities that may occur at the Nursery.

5.1.4 Any religious practices that the child should participate / be exempt from;

5.1.5 Medical information concerning the child, including (but not limited to) information relating to the child's current medical health, any illnesses, or diseases the child suffers from and medication the child takes (including how, when and quantities in which such medication is taken) and details of the child's GP and other health providers (including contact details).

5.1.6 Any information concerning special educational needs, disabilities, or additional support requirements that the child has.

5.2 The Parent/Guardian shall also provide updates to the information detailed in Clause 5.1 to Lara Nursery upon any such information changing. The Parent/Guardian acknowledges that if this information is not updated, or there is a delay in updating this information with Lara Nursery, then Lara Nursery may not be able to provide the services and Lara Nursery shall therefore not be liable in the event that the services cannot be provided in accordance with these Terms and Conditions and/or there is a delay or poor performance of the services due to the Parent/Guardian not providing the information detailed in Clause 5.1, or delays in doing so.

5.3 Where Lara Nursery receives instructions/information from one Parent/Guardian (where more than one Parent/Guardian is listed on the contract, this shall be deemed as instructions/information from each Parent/Guardian on the contract and authority for Lara Nursery to act in accordance with that instruction/information. Lara Nursery shall not be liable in any way in respect of its actions on account such instructions/information where this is not agreed to between the Parents/Guardians and this is entirely a matter between the Parents/Guardians to resolve between them.



5.4 The Parent/Guardian shall ensure that the child is brought to the nursery in a timely fashion (in accordance with the opening hours at the nursery - 8am-6pm) and collected prior to the end time of the child's session, as detailed in the form, or as agreed between the Parent/ Guardian and the Nursery Directors.

5.4.1 Should your child be absent for whatever reason you are required to notify the nursery.

5.5 The Parent/Guardian is responsible for paying the fees due under this Contract.

5.6 Should there be a complaint about the service provided to your child and or you the Parent/ Guardian should raise this verbally in the first instance to the Lead Practitioner of your child's playroom area. If this is not resolved, then the next stage is to speak to the Nursery Manager.

5.7 Parents/ Guardians should not make detrimental comments about Lara Nursery on social media (see clause 6.7).

## **6. Cancellation/termination of Contract**

6.1 After the application has been accepted by Lara Nursery in accordance with Clause 3, then the Parent/Guardian cannot cancel the booking unless in accordance with this Clause 6. If a Parent/Guardian wishes to cancel a booking for a child's place at a Nursery after Lara Nursery has issued its written confirmation of a place in accordance with Clause 3 then the Parent/ Guardian shall forfeit its Deposit. Lara Nursery shall be entitled to withhold its acceptance of the Parent/Guardian's application and the Parent/Guardian may withdraw its offer to book a place at the Nursery at any time up to Lara Nursery issuing its written confirmation of acceptance of the Parent/Guardian's application for a place for their Child at the Nursery.

6.2 After the Contract is formed between the parties in accordance with Clause 3, the Child's Start Date may only be deferred by the Parent/Guardian by a maximum of one (1) month. Requests to defer the Child's Start Date should be made in writing to the Nursery Manager.

6.3 After the Contract is formed between the parties in accordance with Clause 3, either party may terminate this Contract by the service of two (2) calendar months' notice in writing to the other. During that said two (2) month period, the Nursery undertakes to continue to admit the Child and the Parent/Guardian undertakes to pay all Fees due. In the event of the Parent/Guardian failing to pay all Fees as they fall due, then in addition to the other remedies available to Lara Nursery under these Terms and Conditions, the Child's place shall be immediately withdrawn, and the Nursery shall be entitled to serve a formal demand for payment of such monies and may refuse entry of the Child onto the Premises.

6.4 In the event of the Parent/Guardian giving notice of withdrawal of the Child and immediately withdrawing the said Child from the Nursery, then there shall be fees owed to Lara Nursery two (2) calendar month's Fees in lieu of notice. Failure by the Parent/Guardian to provide two (2) calendar months' notice or any notice at all shall render the Parent/Guardian liable to pay Lara Nursery for two (2) month's Fees.



6.5 Notice of termination must be in writing or email to the Nursery Directors at the address/email address of the Nursery.

6.6 If in the reasonable opinion of the Nursery Directors or person of similar standing or authority it is considered that the continued presence of the Child is detrimental to the health, safety or well-being of the Child, other children in the Nursery or to Lara Nursery's employees, then Lara Nursery may serve notice to the Parent/Guardian requiring the Child to be immediately removed from the Nursery and the requirement for two (2) calendar months' notice as referred to in Clause 6.3 above shall not apply, but Lara Nursery shall still be entitled to receive payment of two (2) month's Fees in lieu of notice as referred to in Clause 6.4. Behaviour that would constitute an issue entitling Lara Nursery to invoke this Clause 6.6 would include (but is not limited to) assault (either verbal or physical) of a member of Lara Nursery staff or another child or parent/guardian or any comments (written or oral) which could damage the reputation of Lara Nursery, or where the Child does not comply with any reasonable instructions of the staff at the Nursery, and/or the Child acts or behaves unreasonably or in an offensive manner, and/or causes harm or is likely to cause harm to other children, parents/guardians of members of staff of Lara Nursery.

6.7 If in the reasonable opinion of the Nursery Directors or person of similar standing or authority, it is considered that the behaviour of either Parent/Guardian is detrimental to the health, safety or well-being of any Child or employee in the Nursery, or to other children or parents/guardians attending the Nursery, then Lara Nursery may serve notice to the Parent/Guardian requiring the Child to be immediately removed from the Nursery and the requirement for two (2) calendar months' notice as referred to in Clause 6.3 shall not apply, but Lara Nursery shall still be entitled to receive payment of two (2) month's Fees in lieu of notice as referred to in Clause 6.4. Behaviour that would constitute an issue entitling Lara Nursery to invoke this Clause 6.7 would include (but is not limited to) assault (either verbal or physical) of a member of Lara Nursery staff or another child or parent/guardian or any comments (written or orally such as on Social Media) which could damage the reputation of Lara Nursery, or where the Parent/Guardian does not comply with any reasonable instructions of the staff at the Nursery, and/or the Parent/Guardian acts or behaves unreasonably or in an offensive manner, and/or causes harm or is likely to cause harm to other children, parents/guardians of members of staff of Lara Nursery.

6.8 Lara Nursery shall also be entitled to terminate the Contract immediately on written notice to the Parent/Guardian if:

6.8.1 the Parent/Guardian commits a material breach of the terms of the Contract and fails to remedy that material breach (if capable of remedy) within thirty (30) days of notice of such material breach; or

6.8.2 The Parent/Guardian becomes bankrupt or insolvent.

6.9 In the event of termination of this Contract, there shall be no refund of a Deposit or other Fees paid if the Contract is terminated in accordance Clause 6.1 where cancellation is issued after the confirmation notice has been issued, or in accordance with Clauses 6.7, 6.8 or 6.9.





## **7. Liability**

7.1 Lara Nursery shall not be liable to the Parent/Guardian and/or the Child for any loss of business, loss of contracts, loss of profit or income or depletion of goodwill, loss of financial gains, in each case whether direct or indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this Contract.

7.2 Lara Nursery does not attempt to exclude or limit its liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation, or for any other liability that cannot be limited or excluded as a matter of law.

7.3 Subject to Clauses 7.1 and 7.2, Lara Nursery will compensate the Parent/Guardian for any loss or damage the Parent/Guardian and/or Child may suffer if Lara Nursery fails to carry out duties imposed on it by law (including if Lara Nursery causes death or personal injury by its negligence) unless that failure is attributable to:

- 7.3.1 the Parent/Guardian or the Child's own fault.
- 7.3.2 a third party unconnected with the provision of the Services under this Contract; or
- 7.3.3 events which Lara Nursery could not foresee or forestalled even if we had taken all reasonable care.

7.4 Any direct losses that Lara Nursery may be held liable for shall not exceed the amount of Fees paid or payable by the Parent / Guardian in the period of twelve (12) months prior to the date any such liability is incurred, under these Terms and Conditions.

7.5 Lara Nursery shall not be liable to the Parent/Guardian and/or the Child for any losses due to circumstances beyond its reasonable control in accordance with Clause 8 below.

## **8. Force majeure**

8.1 Lara Nursery shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control, including (but not limited to) acts of God, adverse weather conditions (including snow, flood, etc.), outbreak of disease (e.g., swine flu, coronavirus, etc.), damage to ability to provide utilities or failure of utilities or service providers, damage to buildings of the Nursery and/or its contents caused by third parties, closure of the Nursery by local authorities or other bodies with appropriate authority, prevention of access to the Nursery due to neighbouring buildings or an event outside of Lara Nursery's control, strike or threat or terrorist action ("Force Majeure Event"). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed, provided that if the period of delay or non-performance continues for four (4) weeks, the Parent/Guardian may terminate this Contract by giving fourteen (14) days' written notice to Lara Nursery.

8.2 If there is a Force Majeure Event, then it is agreed that payment of the Fees by the Parent/Guardian to Lara Nursery shall be treated in the following way:



8.2.1 If the Nursery can operate notwithstanding the Force Majeure Event, then if the Parent/Guardian decides not to bring the Child into the Nursery, then full payment of the Fees due will be required in accordance with Clause 3;

8.2.2 If the Nursery cannot operate due to the Force Majeure Event, then Lara Nursery shall charge the Parent/Guardian 50% of the usual fees for those Sessions that the Nursery cannot operate when the Child was due to attend at the Nursery and shall be deducted from the end of month statement invoice due to be raised at the end of that calendar month in which the Force Majeure Event prevented the Nursery from operating in accordance with this Clause 8.

### **9. Non-solicitation of staff**

9.1 The Parent/Guardian hereby agrees that during the term of this Contract, and for the period of six (6) months following its termination (howsoever terminated), that he/she will not seek to employ, entice away or attempt to entice away from the employment of Lara Nursery any person or persons employed by Lara Nursery at the date of termination of the Contract between Lara Nursery and the Parent/Guardian or any person or persons who was employed by Lara Nursery in the six (6) months preceding the date of termination of the Contract between the Parent/Guardian and Lara Nursery.

9.2 If notwithstanding the provisions of Clause 9.1 the Parent /Guardian shall employ, entice away or attempt to entice away any person as there in referred to then he/she shall indemnify Lara Nursery in respect of all costs incurred by Lara Nursery as a result of breach of Clause 9.1, to include (but not be limited to) the cost of replacing the said member of staff, agency fees for cover staff, advertising costs, management time for recruitment and selection and all such other costs reasonably and necessarily incurred by Lara Nursery in replacing the member of staff, together with all legal fees and disbursements. A minimum fee of £2000 will be payable to Lara Nursery by the Parent/Guardian on account of these costs.

### **10. Hours of opening**

10.1 The Nursery is open 50 weeks of the year. Please refer to our term dates.

10.2 The hours of opening are from 07:30 to 18:30. It is important that all children are collected by the given closing time of the Nursery as any delays will require staff to work overtime and may result in higher costs and therefore Fees for all parents/guardians.

10.2.1 A late collection fee will be charged. Please refer to our fee sheet.

### **11. Health/Sickness**

11.1 To ensure the welfare of all children and staff, Lara Nursery reserves the right to refuse admission to any Child, who in the opinion of the Nursery Directors is too unwell to attend.

11.2 If a Child is taken ill whilst at the Nursery, every effort will be made to contact the Parent/Guardian on the emergency contact numbers provided. Notification of any changes to these numbers should therefore be made to the Nursery Manager in writing immediately or via Family.





11.3 Lara Nursery reserves the right to seek medical attention for a Child in an emergency. In the event of an emergency and Lara Nursery not being able to contact the Parent/Guardian (or not being able to contact the Parent/Guardian within a reasonable period of time), the Parent/ Guardian hereby provides their consent to Lara Nursery to obtain any medical and/or dental care and treatment (including the administration of anaesthetic and/or carrying out any emergency surgical procedures), unless the Parent/Guardian specifically provides notice in writing to Lara Nursery that it does not wish any such treatment to be provided for the Child. If the Parent/Guardian provides such written notice to Lara Nursery then Lara Nursery shall not be liable or responsible in any manner in connection with any loss, injury or other circumstances caused by Lara Nursery inability to obtain treatment or care for the Child due to the written notice of the Parent/Guardian.

11.4 If a Child is suffering from, or is suspected to be suffering from a communicable illness, the Child should remain at home until a doctor has certified that the Child is fit to return to Nursery.

11.5 The Parent/Guardian also hereby provides its consent to Lara Nursery administering prescribed or proprietary medicines whilst performing the services and will not be liable for any adverse effects when administering such prescribed or proprietary medicines in accordance with the instructions / information provided by the Parent/Guardian in accordance with Clause 5 and/or and guidelines provided by the Child's GP.

## **12. Personal safety and security**

12.1 Lara Nursery cannot accept responsibility for accidents and/or injury to children before they enter, or once they have left, the Nursery.

12.2 In the interests of safety and security, Parents/Guardians must not allow unauthorised people to enter the Nursery premises (including other parents/guardians), and must close and lock gates/doors behind them.

## **13. Personal property and valuables**

13.1 Lara Nursery cannot accept responsibility for the damage or loss to any personal property (e.g. clothes or toys) brought into the Nursery. It is therefore advised that valuable items are not brought into Nursery.

13.2 Lara Nursery shall from time to time request certain clothing to be provided for various activities that may be undertaken by a Child at the Nursery on a given day. The Parent/Guardian agrees to provide such clothing (including indoor and/or outdoor clothing) and shall not hold Lara Nursery liable in respect of any damage or soiling of clothing in any event.

## **14. Policies and procedures**

14.1 A copy of Lara Nursery's relevant Policies and procedures is available for Parents/Guardians to read at the Nursery. This also contains details of the Complaints Procedure, which must be followed by Parents/ Guardians in the event of any complaint or dispute between the parties.



## **15. Variation**

15.1 There shall be no variation of this Contract unless it is in writing and issued by Lara Nursery in accordance with this Clause 15.

15.2 Employees of Lara Nursery are not authorised to bind Lara Nursery in respect of and variations of any terms of this Contract (except the Nursery Directors who is authorised to adjust the attendance schedule of the child at the Nursery), or entering into agreements (be they oral or written) with the Parent/Guardian as to payment schedules of current Fees or arrears of Fees (including, but not limited to, acceptance of any offer as to the payment of Fees or arrears of Fees other than in accordance with these Terms and Conditions), and/or any representation as to the rights of Lara Nursery to take legal or other proceedings.

15.3 Lara Nursery shall be entitled to update and make variations to these Terms and Conditions at any time, on providing written notification to the Parent/Guardian. If the Parent/Guardian does not provide written notice to Lara Nursery within one (1) months of the issue of the varied Terms and Conditions that he/she does not accept the varied Terms and Conditions, then the varied Terms and Conditions shall apply from the end of that one (1) month period.

## **16. General Data Protection Regulations**

16.1 Lara Nursery takes the protection of personal data very seriously and shall only process data about the Parent/Guardian, or the Child, in accordance with this Clause 16 and in accordance with the General Data Protection Regulations (GDPR) and GDPR Data Protection Policy of Lara Nursery issued from time to time.

16.2 Lara Nursery will collect personal data about the Parent/Guardian and the Child on the Forms, together with any other format that information that the Parent/Guardian may provide to Lara Nursery in accordance with their Contract, which shall be used for Lara Nursery's administration purposes and for providing the Services under their Contract. Lara Nursery will use such personal data in order to contact the Parent/Guardian about matters relating to its Services, as well as potential outings / events and other issues that may arise during a Child's registration with Lara Nursery (including contacts in an emergency). Lara Nursery are obliged to hold this type of data to meet our legal obligations Lara Nursery shall not pass personal data collected on to any other third party, unless it is necessary to do so in order for us to perform the Services and ensure the Child receives the best care possible (including in an emergency, and to meet its legal obligation to comply with the law e.g. Safeguarding). By providing Lara Nursery with such personal data, the Parent/Guardian hereby gives it/their consent to Lara Nursery using the personal data in this way and to forward its newsletter.

16.3 Lara Nursery will also collect personal data about the Child, including relevant sensitive personal data, as set out in the Form and any other information the Parent/Guardian and/or Child may provide to Lara Nursery.

16.4 Lara Nursery will also collect personal data relating to the Child whilst Lara Nursery operates CCTV in the Nursery, which has been installed for the purposes of ensuring the safety of the children



in the Nursery and the Parent/Guardian hereby provides its consent for such CCTV to be in operation in the Nursery for this purpose. The personal data collected in this manner will only be used by Lara Nursery for the purposes of vital interest for complying with the law e.g. safeguarding the children and staff, and performing the Services and administering a Child's registration and shall not be passed to any other third party or processed in any other manner. Lara Nursery may be required to pass some personal data about a Child to meet its legal obligations to safeguard children, to its agents or sub-contractors to enable Lara Nursery to perform the Services; however this is only on a strictly need-to-know basis. By providing Lara Nursery with a Child's personal data, the Parent/Guardian gives its consent to Lara Nursery using a Child's personal data in this way.

16.5 The Parent/Guardian are entitled to a copy of the information Lara Nursery holds about them and/or the Child under the GDPR. The Parent/Guardian also has the right to ask Lara Nursery to amend any incorrect data held about the Parent/Guardian and/or the Child by Lara Nursery, which the Parent/Guardian can do by writing to Lara Nursery at the address of the Nursery, marked for the attention of the Nursery Manager.

## **17. General**

17.1 If any provision contained in these Terms and Conditions is held to be illegal, invalid, void, or unenforceable by any court or body of competent jurisdiction, it will be severable and will be deemed to be deleted from these Terms and Conditions and will not affect the validity of enforceability of other provisions in these Terms and Conditions.

17.2 These Terms and Conditions (and any variations agreed between the parties in writing and documents referred to in these Terms and Conditions, including the Policies) constitute the entire agreement between the parties and supersede any previous agreement between the parties in relation to the subject matter of these Terms and Conditions.

17.3 Any failure or delay by Lara Nursery in enforcing or exercising any of the terms of rights or powers arising under these Terms and Conditions shall not constitute a waiver of those terms or rights or powers and shall not affect Lara Nursery's right to enforce or exercise them at some later stage.

17.4 Any notices to be served in accordance with these Terms and Conditions must be served personally or by recorded delivery mail. All invoices and notices served by Lara Nursery will be sent to the Parent/Guardian at the address on the Form or email (at Lara Nursery discretion) such other address that has been notified to Lara Nursery in writing. All notices to be served by the Parent/Guardian shall be sent to its registered office address and such notices shall be deemed to take effect only when acknowledged by Lara Nursery in writing.

17.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

17.6 These Terms and Conditions are governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English courts.

### **18. Early Years Free Entitlement**

18.1 Universal 15 hours' entitlement is available for all children from the term after their 3<sup>rd</sup>, 2<sup>nd</sup> birthday or when they reach 9 months, for eligible children to receive 30 hours with a code from the local authority. Children are entitled to use their entitled hours over term time or stretched, over 50 weeks of the year. Your invoice will show the charge for funded, unfunded hours and additional services and the charges. EYFE hours are available between 08.00 -18.00 and are not inclusive of meals, snacks and consumables.

18.2 Extended 30 hours entitlement is available for all whose parents/carers are in receipt of an eligibility code. Parents are responsible for checking their eligibility. If a parent has a child who will be eligible before the next term but forgets to apply, they will have to wait until the start of the following term to claim their extended entitlement. Children are entitled to 15 hours per week, 38 weeks per year or 11 hours per week stretched over 50 weeks. Your invoice will show the charge for funded, unfunded hours and additional services and the charges. EYFE hours are available between 08.00-18:00 and are not inclusive of meals, snacks and consumables.

18.3 Parents/carers must provide the original copies of documentation e.g. birth certificate, passport to confirm a child has reached the eligible age on initial registration for all free entitlement. A paper copy will be retained to enable North Yorkshire Council to carry out audits.