



CANCELLATION RIGHTS INFORMATION SHEET

Little Strides Nursery & Pre-School

This information sheet explains how parents entering into an agreement with us remotely or away from our premises, can exercise their legal right to cancel their agreements with Little Strides Nursery Limited trading as **Little Strides** and how this right is affected if you wish to register with the Nursery straight away.

You are a "consumer" if you are an individual who (whether alone or as part of a group) is instructing us for reasons which are wholly or mainly outside your trade, business, craft, or profession.

Attached to this sheet is a form which you can use to let us know if you want to cancel.

1. Your right to cancel

- 1.1 You have the right to cancel your agreement with Little Strides Nursery Limited trading as **Little Strides** within 14 days (called the **cooling-off period**), without having to give any reason.
- 1.2 The 14-day cooling-off period will run from the date when we entered into the agreement with you (the date you signed the **Registration Form**). Please contact the **Nursery Manager** if you are unsure when the cooling-off period expires in your matter.
- 1.3 If you want to cancel your agreement during the cooling-off period, you need to tell us in a clear statement (for example, by email or a letter sent by post). You can use the cancellation form below, but you can also send your own letter or email.
- 1.4 Please use the contact details you have been given for the **Nursery Manager**. If you cannot reach them, please contact the Deputy Manager.
- 1.5 After 14 days you will no longer have any right to cancel your agreement with us without paying us anything, and our normal terms of business and fees will apply.

2. What happens when you cancel

- 2.1 If you cancel your agreement within the cooling-off period, our obligations under our agreement with you (set out in our terms of business) will immediately end and your child will no longer be entitled to attend the Nursery.
- 2.2 Unless you have asked for your child to attend the Nursery before the cooling-off period expires (in which case you must pay us for fees incurred before you cancel, see paragraph 3) we will refund all payments received from you without undue delay, and no later than 14 days after we receive your notice to cancel your agreement with us. We will refund you using the same method of payment as you used to initially pay us unless you have expressly agreed with us otherwise. Whatever method we use to repay you we will ensure that you do not incur fees as a result.

3. What happens if you ask us to provide a Nursery place during the cooling-off period

- 3.1 If you ask us to provide a Nursery place to your child during the cooling-off period, then you will have to pay us for our fees up until you cancel. Attendance at the Nursery during the cancellation period cannot be cancelled once completed, even if the cancellation period is still running.

4. Notice to cancel your contract

Only sign this section if you want to cancel your agreement with us and want to withdraw your child from the Nursery.

To: Little Strides Nursery Limited trading as Little Strides.

[I **OR** We] hereby give notice that [I **OR** we] cancel the agreement for Nursery services with you dated [DATE OF REGISTRATION FORM].

Parent name(s):

Parent address:

Signature(s) (only if this form is notified on paper)

.....

Date



LITTLE STRIDES TERMS AND CONDITIONS

The Little Strides Nursery & Pre-School

INTRODUCTION

The terms and conditions of Little Strides Nursery Limited trading as "Little Strides" of 2nd Floor 168 Shoreditch High Street, London, United Kingdom, E1 6RA are set out below.

To assist you in understanding these terms and conditions we have included a definitions/glossary page at the end.

For any clarification/queries please do not hesitate to contact the Nursery Manager.

By signing the Registration Form this will create a legally binding contract between us (**Agreement**). Please therefore raise any queries with the Nursery Manager before you sign the Registration Form.

IMPORTANT NOTICE

Parents or Legal Guardian(s) signing the **Registration Form** (attached to these terms and conditions) need to read the following carefully before signing the **Registration Form**. The **Registration Form** does form part of our **Agreement** with you.

Please also take the time to review our current **Fee Schedule** which is also attached to these terms and conditions and also forms part of our **Agreement** with you.

The following terms and conditions constitute your agreement with Little Strides regarding the provision of early years care and education for your child at our Nursery ("**Agreement**").

In these terms and conditions, the Nursery and/or Little Strides may be referred to as "we" or "the Nursery" being the location specified on the registration form and the Parent(s)/Legal Guardian(s) may be referred to as "you".

1. Services

Little Strides provides childcare and education services to children, delivered under the Early Years Foundation Stage curriculum, and governed by Ofsted.

2. Admission

- 2.1 The **Registration Form** must be filled in and returned to the Nursery Manager with a nonrefundable **Deposit** as specified on the **Fee Schedule**.
- 2.2 The **Deposit** will be held on account and refunded when a child leaves Nursery providing that the required notice in writing is given (as set out in these terms and conditions) unless paragraph 2.3 below applies.
- 2.3 Please note that we reserve the right to offset the **Deposit** against outstanding fees when a child leaves the Nursery.
- 2.4 You can defer a child's start date once by giving us four weeks' notice in advance otherwise, you will be charged **Fees** from the original start date.
- 2.5 Please note that you can only defer a child's start date and **Fees** will then be charged from the deferred date.
- 2.6 Parents are required to disclose any SEND (Special Education Needs & Disabilities) to the Nursery Manager at the point of admission. We have a duty of care to meet these needs and the Nursery Manager will review and assess of your child's needs can be fulfilled by the Nursery.

3. Attendance

- 3.1 The Nursery is open Monday to Friday and is closed for all public holidays, one week at Christmas and may be closed for other designated days.
- 3.2 You will be given as much notice as possible regarding any designated days when the Nursery will be closed.
- 3.3 To find out the Nursery's current opening hours please speak to the Nursery Manager. You will be given as much notice as possible regarding any changes to opening hours. This is only likely in the event of exceptional circumstances such as operational limitations and if possible a place will be offered temporarily at another local nursery of Little Strides.
- 3.4 Only you or authorised contacts who are over eighteen years old can collect your child from Nursery.
- 3.5 If your child remains in Nursery after the specified closing time and the Nursery has not been able to reach you or an authorised contact to agree your child's collection, we will follow our safeguarding policy. Our safeguarding policy is available to you upon request.
- 3.6 If you are late collecting your child, we will charge you a late pick-up fee as further described below in paragraph 10.10.1.

- 3.7 If your child is unable to attend the Nursery for any reason, please notify the Nursery Manager as soon as possible.
- 3.8 Refunds will not be given in the case of absence or holidays.
- 3.9 We reserve the right, at any time, to refuse admission to and/or require you to collect or arrange collection of your child/children. We will expect you to be able to arrange collection on short notice.
- 3.10 Some examples of when we would need to send a child home and for you to arrange immediate collection would be:
 - 4.10.1 contagious illness
 - 4.10.2 unacceptable behaviour
 - 4.10.3 safeguarding concerns
 - 4.10.4 in the best interests of your child, other children at the Nursery or members of staff.

4. Health & Care requirements, Illness, allergies, medical conditions, and dietary requirements General

- 4.1 Prior to your child starting at the Nursery, you are requested to notify the Nursery Manager in writing of all relevant health and care requirements for your child including contact with any infectious diseases, any allergies/intolerances, medical conditions, or special dietary requirements.
- 4.2 It is your responsibility to notify the Nursery Manager of any changes or additions to this information on an on-going basis.
- 4.3 The Nursery reserves the right to refuse entry to any child the Nursery Manager considers is, or may be, unwell or suffering from any contagious or infectious complaint or has an allergy or chronic condition or a dietary requirement with which the Nursery is unequipped to deal with.
- 4.4 Children cannot attend Nursery if they are suffering from sickness, diarrhoea, an infectious illness or have any non-specific rashes until they are symptom free or cleared to return to Nursery by a doctor.
- 4.4 We have the right to take such acts, on your behalf as if a parent of the child, as reasonably required and in the case of any illness, accident or emergency, the Nursery Manager and staff can take the necessary action they think fit.
- 4.6 Such action could include:
 - 4.6.1 administering first aid;
 - 4.6.2 requiring you to collect early; or
 - 4.6.3 obtaining medical assistance, if necessary, whether or not the parents, next of kin or emergency contact has been informed.
- 4.7 Every possible effort will be made to contact parents or emergency contact in the case of emergency.

Medicines

- 4.8 You will need to complete the Medication Parent Consent and Administration Form prior to the Nursery administering any prescribed medication to your child. The Medication Parent Consent and Administration Form can be obtained from the Nursery Manager. You can withdraw your consent at any time in writing.
- 4.9 The Nursery may give your child certain types of non-medically prescribed medication, for example:
 - 4.9.1 to reduce your child's temperature;
 - 4.9.2 respond to an allergic reaction; or
 - 4.9.3 as the Nursery deems appropriate, acting reasonably.This can only be done if you have previously consented to such actions by completing Medication Parent Consent and Administration Form. You can withdraw your consent at any time in writing.
- 4.10 We will:
 - 4.10.1 keep a written record each time a medicine is administered to a child;
 - 4.10.2 inform you if any medicine has been given to your child on the day it was given or as soon as reasonably practicable.
- 4.11 Your child's attendance at Nursery whilst on medication will be at the Nursery Manager's discretion.
- 4.12 We have policies and procedures in place regulating the administration of medicines and copies of these can be obtained from the Nursery Manager.
- 4.13 Training will be provided to staff where administration of medicines requires medical or technical knowledge.
- 4.14 Prescription medicines will not be administered unless they have been prescribed for a child by a doctor, dentist, nurse or pharmacist (this includes aspirin which can only be given to a child if prescribed by a doctor).
- 4.15 The Nursery Manager reserves the right to refuse to administer medicine to a child if the Nursery Manager has not been provided with the necessary consent from you or has not received the necessary confirmation as to how the medicine has been prescribed.

Sunscreen

- 4.16 The Nursery may apply sunscreen to your child before going outside.
- 4.17 If you wish to supply your own sunscreen, it must not contain any allergens which may cause risk to other children.
- 4.18 You may request in writing for the Nursery not to apply sunscreen, however, in such cases, your child may not go outside in sunny

Registered Company: Little Strides Nursery Ltd

Registered Number: 15126908

Registered Office: 2nd Floor 168 Shoreditch High Street, London, United Kingdom, E1 6RA

weather without some form of sun protection such as long sleeve clothing, sun hat etc.

5. Change of contact details

5.1 You must inform the Nursery Manager of any change of address or contact numbers, including those of emergency contacts.

6. Excursions & photography

- 6.1 It is common practice for staff to take children on walks, to the local park or other activities in the local area such as the library.
- 6.2 You may request in writing that your child does not participate in these activities.
- 6.3 Photographs of your child will be taken in connection with these activities.
- 6.4 Children will be photographed by staff as they play and take part in Nursery activities.
- 6.5 These images are used to support learning outcomes, however, occasionally may be used for marketing purposes in our prospectus, website, or social media platforms.
- 6.6 Your permission for the taking of photographs is required prior to starting the Nursery which you can give on the EY database that we will give you access to.
- 6.7 Your permission in respect of photographs may be withdrawn at any time on written notice to the Nursery Manager.

7. Loss and damage

- 7.1 The Nursery cannot take responsibility for loss of or damage to clothing or property including pushchairs, prams, and car seats.
- 7.2 Please dress children in hard-wearing, washable clothing which will stand up to Nursery life.
- 7.3 Children should not bring money or expensive or treasures/irreplaceable toys to the Nursery.

8. Notice period

- 8.1 A minimum of four weeks' written notice is required to terminate your child's place. If at least four weeks' notice is not given, four weeks' fees will be payable based on the fees usually charged to you in any monthly period.
- 8.2 From time to time we will need to make changes to the terms of this Agreement, for example:
- 8.2.1 to comply with laws and regulations
 - 8.2.2 to comply with any health & safety or safeguarding requirements
 - 8.2.3 for reasonable operational purposes
- 8.3 In the event that we need to make changes to the terms of this Agreement we will provide you with as much notice as we can of the change and when the change will take effect. In the event that a change relates to the amount of fees payable by you then if you do not accept the changes you can give us four weeks' notice to terminate this Agreement.
- 8.4 You can terminate your child's place with immediate effect and without notice if we are in material breach of this Agreement, and in the case of a breach that can be remedied by us, we have failed to remedy that breach within a reasonable period of time.
- 8.5 The Nursery reserves the right to terminate your child's place with immediate effect and without notice if:
- 8.5.1 you are in material breach of this Agreement, and in the case of a breach that can be remedied by you, you have failed to remedy that breach within a reasonable period of time.
 - 8.5.2 there are outstanding Nursery fees owed;
 - 8.5.3 the Nursery is permanently closing for any reason and prior notice cannot be given – we will endeavour to give prior notice of such an event; or
 - 8.5.4 if we consider termination of your child's place to be in the best interests of the Nursery and/or the welfare of your child, other children at the Nursery or staff – we will act reasonably in such circumstances and provide you with details of why this is considered necessary.
- 8.6 If this agreement is terminated for any reason and you do not owe us any money then any fees paid for any period after the date of termination will be refunded to you.
- 8.7 Any fees due to us during a notice period will be calculated on the usual monthly fees invoiced to you.

9. Extra sessions, Emergency sessions and booking pattern changes

- 9.1 You may increase or decrease your child's booked sessions (as set out on the **Registration Form**) however this is subject to availability and the Nursery's minimum session requirement.
- 9.2 You will need to give us at least four weeks' notice in writing if you wish to reduce your child's attendance at the Nursery.
- 9.3 If you do not give us at least four weeks' notice in writing to reduce your child's attendance at the Nursery then four weeks' fees will still be payable on the original attendance basis rather than the reduced basis.

- 9.4 Emergency sessions (these are where you require additional sessions of attendance on short notice of less than 5 working days) must be paid for at the point of booking and are non-refundable.
- 9.5 Sadly we may not be able to accommodate all requested emergency sessions as we need to ensure that we do not have too many children at the Nursery at any one time. We will, however, do our best to accommodate your request. If requests become regular, then we will need to agree an increase to the booked sessions (as set out on the **Registration Form**).
- 9.6 We are unable to accommodate swapping your child's booked sessions from one day to another as we need to ensure that we do not have too many children at the Nursery at any one time. However, if extra sessions outside of your child's normal booking pattern are required and can be accommodated then you will be charged for such sessions as per the **Fee Schedule**.
- 9.7 You must give the Nursery at least 7 days' advance notice to cancel any extra sessions booked to avoid being charged for them. If you do not give us at least 7 days' advance notice, then you will be charged for the extra session even if not used. This is because we will not be able to offer that place to another parent on such short notice.
- 9.8 You will be refunded extra session fees if you cancel your booking by giving more than 7 days' notice.

10. Fees

- 10.1 Nursery Fees are dependent on your child's booking pattern and age.
- 10.2 Fees are paid monthly in advance.
- 10.3 You may pay your child's first month's fees by bank transfer or direct debit. Thereafter, monthly fees must be paid by direct debit unless the Nursery authorises an alternative payment method in advance.
- 10.4 Fees are outlined in our **Fee Schedule** and form part of these terms and conditions.
- 10.5 Fees are subject to review, usually on an annual basis but we may amend them at any time by providing you with four weeks' advance notice. As mentioned above in paragraph 8.3, if you do not accept the change in fees then you can terminate this Agreement on four weeks' notice. During such notice period the fees payable will be those before the change of fees notified to you in our notice.
- 10.6 Fees do change depending on the age of your child as set out in our **Fee Schedule**. If the fees are due to change because of your child's age, the new fee rate will apply from the first of the month following that change.
- 10.7 One nonrefundable **Deposit** is required per child and must be paid at the time of registration.
- 10.8 There is no reduction in fees for public holidays, or the Christmas and New Year period when the Nursery is closed. These closures have been taken into account and a reduction has been spread across the 12 monthly payments of Fees.
- 10.9 There is no reduction in fees for family holidays and child sickness.
- 10.10 In addition to the fees, we reserve the right to charge the following **Subsidiary Fees**:
- 10.10.1 late pick-up fee of £20 per half hour or part thereof;
 - 10.10.2 a **Surcharge** of £30 for late payment of fees at the Nursery Managers discretion;
- 10.11 If fees are not paid by the specified due date, we reserve the right to exclude your child from further sessions until the fees are paid.
- 10.12 If fees or any other sum payable to the Nursery are unpaid or outstanding after more than 30 days, a child may, at the discretion of the Nursery and with notice in writing to the parents, be required to leave the Nursery.
- 10.13 If any fees are outstanding for over 30 days once a child has left, the Nursery reserves the right to use a debt recovery firm to recover the full fees payable to the Nursery.
- 10.14 The full fees plus any late charges and the debt recovery firm fees will be calculated and invoiced to you accordingly.
- 10.15 We also accept childcare vouchers and HMRC tax free childcare payments which must clear into our account by the date fees are due, otherwise we will automatically apply it to the next month's fees, and we will consider the current month's fees outstanding.
- 10.16 If the fees are paid by a third party on your behalf, e.g., through a salary sacrifice scheme, we may require you and/or the third party to enter into a supplementary agreement to deal with payments and other matters.
- 10.17 We will not refund any fees already paid if your child is absent due to illness, holiday, or as required under the Nursery's policies and procedures under our Sickness and Medication policy (a copy of which is available on request from the Nursery Manager).
- 10.18 In addition, the Nursery will not refund any fees if we have to close due to events beyond our control, such events include without limitation 'acts of God', fire, war, acts of terrorism, strikes or other industrial action, infectious diseases, epidemics/pandemic, inclement weather (such as snow or flooding), unforeseeable repairs or any failure of public or utility

- services, (such as highway and public transport delays or failures).
- 10.19 We will not be liable to you for any loss incurred by you in respect of such closure including any loss incurred arising from the cost of any alternative childcare arrangements that may need to be made by you because of such closure.

11. Discounts and offers

- 11.1 Please speak to the Nursery Manager for details of any applicable discounts and offers that may apply from time to time. Note that no discounts are available to fully funded places.

12. Recruitment of Nursery staff

- 12.1 You agree that you will not, in any circumstances, make an offer of employment or engagement to any employee of the Nursery or in any other way (either directly or indirectly) to encourage any such employee to leave the employment of the Nursery.
- 12.2 If you decide to employ or engage any Nursery staff (in breach of this clause 12) on a full or part-time basis between 8am and 6pm, Monday to Friday, a **Recruitment Fee** based on 20% of the staff member's annual salary plus VAT at the standard rate is payable by you to the Nursery.
- 12.3 Any employment arrangements or engagements made between you and staff during their non-working hours will not be sanctioned by the Nursery and are solely between you and the staff member.
- 12.4 The Nursery and Little Strides are not liable for any employment arrangement or engagement made with staff.

13. Complaints

- 13.1 If you have any concerns at any time, the Nursery Manager is always available to discuss them in person at the Nursery.
- 13.2 An appointment may be made to discuss more detailed matters with the Nursery Manager and the staff concerned.
- 13.3 Details of this meeting will be recorded in the "**Complaints Log**" and every effort will be made to address the problem as soon as possible.
- 13.4 If any matters remain unresolved, a senior member of our support team will conduct a review and notify you of the outcome.
- 13.5 In certain serious matters the concern and the measures taken to resolve the concern will be reported to Ofsted.
- 13.6 For your information, the contact details for the Office for Standards in Education (Ofsted) are:
- 13.6.1 National Business Unit, OFSTED, 5th, 6th & 7th Floors, Piccadilly Gate, Store Street, Manchester M1 2WD
- 13.6.2 Complaint's contact number: 0300 123 1231

14. Privacy Notice / GDPR

- 14.1 Here at Little Strides we take your privacy seriously and will only use your personal information to manage your account, administer first aid/medical care, comply with government regulations, staff training and development and market research but most importantly to provide tailored care to your child.
- 14.2 We process personal data including but not limited to special category data, such as name; address; telephone contacts; date of birth; email addresses; authorised and medical contacts; employment information if relevant; gender; physical conditions; disabilities or allergies; dietary requirements; child photographs and care, learning and development records (Personal Data).
- 14.3 From time to time, we will need to contact you, via phone, post, and email to provide you with Nursery updates, share relevant news and send your invoices.
- 14.4 We will input your data into a software system which helps us manage the administrative aspects of our Nursery smoothly. Your data is held in a secure data centre and can only be accessed by authorised personnel.
- 14.5 We may share Personal Data under the following circumstances:
- 14.5.1 if you receive government funding the Nursery will share Personal Data with the funding provider
- 14.5.2 with any other setting your child attends or may attend
- 14.5.3 as required by Court Order, law, or regulation
- 14.5.4 if the Nursery suspects child abuse and/or neglect, it will report these concerns to the relevant authorities in accordance with its Safeguarding policies and procedures (copies of which are available upon request from the Nursery Manager) and regulatory requirements.

15. Liability

- 15.1 We have obtained insurance cover in respect of our legal liability in operating the Nursery.
- 15.2 Nothing in this clause 16 shall limit your payment obligations under this Agreement.
- 15.3 Nothing in this Agreement limits any liability which cannot legally be limited, including but not limited to liability for: death or personal injury caused by negligence; or fraud or fraudulent misrepresentation.

- 15.4 Subject to the paragraph below, our total liability to you shall not exceed the fees payable by you for a 12-month period.
- 15.5 We do not compensate you for all losses caused by us or our services. We will be responsible for losses you suffer caused by us breaking this Agreement unless the loss is:
- 15.5.1 **unexpected** – it was not obvious that it would happen and nothing you said to use before you signed the Registration Form meant we should have expected it (so, in law, the loss was "unforeseeable");
- 15.5.2 **caused by a delaying event outside our control** – for example please see the events listed in paragraph 10.18.
- 15.5.3 **avoidable** – something you could have avoided by taking reasonable action.

16. General

- 16.3 This Agreement, together with the **Fee Schedule** and **Registration Form** as amended from time to time represent the entire agreement between you and Little Strides.
- 16.4 This Agreement will be governed by English Law and is subject to the exclusive jurisdiction of the English Courts.
- 16.5 We can transfer our Agreement with you, so that a different organisation is responsible for supplying your service. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under this Agreement.
- 16.6 Nobody else has any rights under this Agreement. This Agreement is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 16.7 If a court invalidates some of this Agreement, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 16.8 Even if we delay in enforcing this Agreement or any of its terms, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

GLOSSARY/DEFINITIONS

- Agreement** - The contract between us which is made up of the Terms and Conditions, the Registration Form and the Fee Schedule.
- Consumer** - You are a "consumer" as you are acting in your individual capacity and not on behalf of a business. As a consumer you have certain statutory rights including the right to cancel our Agreement in the first 14 days – please see the Information Sheet at the beginning of the terms and conditions for further details.
- Deposit** - The deposit is the amount you pay as a deposit towards fees when you complete the Registration Form.
- Fees** - These are the fees that you will pay for using the Nursery. They are set out on the Fee Schedule from time to time and also include the Subsidiary Fees.
- Fee Schedule** - The current Fee Schedule is attached to the terms and conditions. A current copy is available at any time from the Nursery Manager. The Fee Schedule will be updated by us from time to time.
- Holding Fee** - The Holding Fee is an administration fee that you need to pay when you sign the Enrolment Form and are placed on our waiting list.
- Nursery** - This is the nursery that your child will be attending as set out on the Registration Form.
- Nursery Manager** - The Nursery Manager is your first point of call for any queries you may have. The Nursery Manager's details are set out on the Registration Form and we will let you know if the Nursery Manager changes.
- Recruitment Fee** - If you engage or employ any of our employees, then you will be required to pay us a recruitment fee which is set out in the terms and conditions.
- Registration Form** - The Registration Form is completed by you to register your child for a place at the Nursery.
- Subsidiary Fees** - Subsidiary Fees are set out in the terms and conditions and include a late pick-up charge and a Surcharge for late payment of invoices.
- Surcharge** - This is a charge that we make if you are late in paying your monthly fees.