

# Domi Domingo LTD Terms & Conditions

Domi Domingo LTD is a company incorporated and registered in England and Wales with company number 08829037 and whose registered office address is at Domi Domingo Day Nursery, Unit 3, Haddon Hall, Bankfield Road, Leeds, LS4 2JT. In these terms and conditions, "Domi Domingo Ltd" is also referred to as "our", "us", and/or "we".

## These terms and conditions

1. These terms and conditions, the registration form and the nursery fee sheet set out the whole contract between you and Domi Domingo LTD for the supply of childcare services.
2. **Please ensure that you read and understand these terms and conditions before you sign the registration form. You will be bound by these terms and conditions once a contract comes into existence between you and Domi Domingo LTD in accordance with Clause 3. Your statutory rights are not affected by these terms and conditions.**
3. The contract shall come into full force and effect when you sign the registration form and these terms and conditions.
4. Domi Domingo LTD may change these terms and conditions on one (1) month prior written notice to you. If you do not wish to accept the proposed change then you may end your contract with us by giving us one (1) month prior written notice (such notice period will be subject to the terms and conditions that apply to the contract at the relevant time).

## Calculation of our charges

5. Subject to Clause 7 below, you are liable for childcare fees at the rates in force at the time of signing the registration form. Our monthly fees are payable in advance and are calculated depending on the number of sessions in each month.
6. Extra 'one-off' sessions may be booked depending on availability at the nursery and will be charged at our current rates. Cancellation of each extra session is subject to a seven (7) day notice period.
7. You must pay our charges even if you do not use any booked sessions because, for example your child is sick or on holiday. **No refunds will be given for any non-use by you of any booked sessions and/or any nursery closure. "Non-use" of a session shall include, without limitation, non-use due to holiday or sickness. "Nursery Closure" shall include, without limitation, closure of the nursery due to Bank Holiday, a Public Holiday or inclement weather.** Please let our manager know as soon as possible about any non-use of a booked session for the whole or part of a day when your child is due to attend the nursery. Any permanent changes to your arrangements must be notified to the nursery manager in accordance with clauses 22 and 25.
8. Domi Domingo LTD will advise you of fee increases in writing at least one (1) month in advance. If you do not wish to accept the revised charges then you may end your contract with us by giving us prior notice in accordance with Clause 24
9. Late pick-up of your child beyond their stipulated hours and booking pattern will be charged at the discretion of Domi Domingo LTD at the rate of £1 for every minute.
10. With respect to Free Early Education Entitlement Funding (FEEE) provision, the FEEE guidelines are detailed in government code of practice, which may be subject to a change at any time. At Domi Domingo Day Nursery, FEEE sessions are, subject to availability, accessible by qualifying children who are aged from nine (9) months, two (2) years old and three (3) and four (4) years old. 570 (15 hours per week) or 1140 (30 hours per week) hours for 38 weeks of the year are available per year. Parents must sign the FEEE contract before provision commences for the child. Any hours booked over and above the entitlement under a funding scheme will be charged at the current rates. Funding is intended to cover the delivery of the Early Years Foundation Stage, it is not intended to cover additional services charges such as snacks, meals, additional activities, consumables or a learning journey which the guidance says parents can expect to pay for therefore we apply a sustainability charge for funded hours. This charge is not intended as a breakdown of all individual services, it is to bring funded sessions in line with our provision. This charge is voluntary but parents can expect to provide the aforementioned food and consumables if opting out. Children entitled to the Disability Living Allowance will also receive Disability Access Fund (DAF) which is used to help us make reasonable adjustments in the setting, either to support an individual child, or the benefit all children attending the setting. Early Years Pupil Premium (EYPP) is also paid to providers to provide extra support for your child, where eligible. EYPP can be used to improve teaching learning facilities and resources to impact positively on your child's progress and development.

## Registration, Registration fee & Payment terms

11. On completing the registration form your intention to start using the nursery is accepted and a reservation is made. For the avoidance of doubt, the contract is effective when the registration fee of **£100** is paid. The registration fee is not refundable unless you are taking up a fully funded place and funding has been confirmed.
12. **Initial Payments.**
13. **All childcare fees are payable in advance on the 25<sup>th</sup> day of each calendar month for the following month (due date). If for whatever reason you fail to make a payment in full by the due date then a late fee of £15 will be charged and an extra £5 for every other thereof day after**
14. **Alternative funding.** Specifically, where alternative funding is to be used to pay for all or any part of the childcare fees the formal written proof of who is funding what level of fees is required prior to the start date of the childcare arrangements. Subsequently it is the sole responsibility of the signatory (ies) to the contract to ensure that any and all forms or documents that require completing are accurately, truthfully, and fully completed and processed until the funding claim is paid. Should the alternative funding not be for the full invoiced amount or, for whatever reason, funds do not become available, cease altogether, or the amount of expected funding is altered, then it is the responsibility of the signatory(ies) to the contract to pay any shortfall due in full whilst immediately advising us of any changes in circumstances.
15. It is not possible to 'swap' booked sessions for alternative sessions on a temporary basis. However, extra sessions (see clause 6) may be taken in addition to the regular booked sessions. These will be charged and added and added as separate items to a subsequent monthly invoice and must be paid in accordance with the payment terms above.

16. Please note that non-payment of our nursery fees and charges or late payment will constitute a breach of this contract and we reserve the right to take action to recover all fees due and our reasonable costs (including legal costs) incurred in taking such action.

### **Our Suspension or Ending of this Agreement**

17. If you fail to pay our nursery fees and/or charges when due we reserve the right to suspend or end this contract immediately and cease providing childcare services. Any suspension period must be paid for. If Domi Domingo suspends the contract and subsequently exercises its right to end the contract, the equivalent of one (1) months' fees will be added to the outstanding balance.
18. Domi Domingo shall be entitled to end this contract with you with immediate effect, if you and/or any person associated with you, in the opinion of Domi Domingo:
- a) Is in any way abusive towards any member of staff, any child in our care, any parent or any visitor at the nursery; and/or
  - b) Act in an inappropriate manner towards any member of our staff, any child in its care, any parent or any visitor to the nursery; and/or
  - c) Incites other parents or any visitors to the nursery to act in a way which is deemed by Domi Domingo to be abusive and/or inappropriate; and/or
19. Subject to these terms and conditions, your child may attend the nursery until:
- a) He/she attains school admission age; or
  - b) We give no less than two (2) months' notice in writing ending this contract; or
  - c) We request the withdrawal of your child from the nursery on a temporary basis because:
    - i. He/she requires special medical care or attention which is not available from Domi Domingo Day Nursery or which is refused by a parent; or
    - ii. We have reasonable cause to believe that he/she may be suffering from a contagious or infectious illness and there remains a risk that other children or staff at the nursery could contract such illness; or
    - iii. We consider our facilities to be inappropriate to his/her needs

### **Making changes to bookings**

20. Before the start date of the childcare arrangements, you must give us one (1) months prior written notice if you wish to cancel or delay that start date and/or make any permanent changes to the childcare agreements in any way.
21. Subject to the availability of sessions at the nursery, regular sessions may be increased at your request.
22. Should we wish to make any changes to your childcare arrangement booking pattern then we will give you two (2) months' written notice prior to any change.

### **Your Cancellation of this Contract and Notice Period**

23. After the start date of the childcare arrangements (including following any settling-in sessions), you must give us one (1) months' prior written notice if you wish to cancel, delay or make any permanent changes to your childcare arrangements with Domi Domingo Day Nursery.
24. If you do not give us one (1) months' notice of any cancellation, delay or changes to your childcare arrangements (as required by Clauses 21 and 24), then you will be required to pay in full for each session for which notice has not been given by you to Domi Domingo LTD.

### **Notices**

25. All notices to be given under this contract shall be given in writing and shall either be delivered personally, sent by first class mail, or by email to the nursery manager.

### **Medical Conditions**

26. Prior to commencement of the service as provided under these terms and conditions we require full and correct details of any medical conditions, disability or additional needs.
27. We may at its absolute discretion refuse to provide childcare services where it is unable to meet any additional needs of the child.
28. Immediately inform us if your child will not be attending nursery due to illness
29. Immediately inform us if your child is suffering from or has been in contact with any contagious diseases, we would check the government notifiable diseases to whether or not your child can attend nursery.

### **Data Protection**

30. Domi Domingo is committed to ensuring that both your and your child's privacy is protected. Domi Domingo has safeguards in place to ensure that personal information and data obtained by it relating to both you and/or your child is protected.
31. Domi Domingo is registered under the Data Protection act 2018.

### **Collection of Your Child**

32. Only the person listed on the contact details section on the registration form can collect your child from the nursery. If they are unknown to the nursery team, they will be asked for your password.

33. In the event of parental separation, the person who has parental responsibility must inform the nursery of any restrictions regarding rights to access to your child as soon as possible and may be requested by the Nursery Manager to supply supporting documentation (e.g. a court order or parental responsibility agreement)

### **Change of details**

34. If at any time during the course of this contract, there is any change to your address, email or telephone number, you shall at the earliest opportunity, but in any event within 48hrs of such change, notify us at the address provided with this contract.

### **General**

35. If pushchairs, car seats, etc. are left on the nursery premises then this is done entirely at the owner's risk.  
36. Your child should not bring any toys or toy jewellery into nursery. If they bring their own toys into the nursery we accept no responsibility for any loss or damages.  
37. Domi Domingo Day Nursery has a full safeguarding policy regarding sharing information on children's welfare which is available from the nursery.  
38. Domi Domingo Day Nursery has an obligation to report any instances where we consider a child may be neglected or abused. However, we will always endeavour to speak to parents/carers before this to seek clarification on our concerns, unless this could result in leaving the child in a dangerous situation.

### **Liability**

39. We will not be liable under this contract for any loss or damage caused by us, our officers or our staff in circumstances where:  
a) We do not breach a legal duty of care of your child; or  
b) Such loss or damage is not reasonably foreseeable result of any breach of the terms of this contract; or any increase in loss or damage results from breach by you of any term of this contract and/or your failure to act reasonably  
c) Any increase in loss or damage results from breach by you of any term of this contract and/or your failure to act reasonably.
40. We will use all reasonable endeavours to provide the agreed childcare services but do not accept responsibility for any failure or delay caused by circumstances beyond our reasonable control including, but not limited to, staff disputes, failure of public or utility services (by way of example only, and without limitation, inclement weather) and will not be liable for any of your other costs or expenses or for any inconvenience caused.

**I/We confirm that the information supplied by me/us on the registration form is true, complete and accurate.**

**I/WE have read and fully understand and agree to the terms and conditions of the contract as set out above**

Child's Name: \_\_\_\_\_

Parent Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Parent Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signed by, as applicable: either both parents/guardians or parent/guardian in sole charge.

Please note that any change in marital circumstances will not affect the responsibility for fees of the person(s) signing this agreement who are jointly and severally responsible for complying with its terms.

THESE STANDARD TERMS AND CONDITIONS OF DOMI DOMINGO LTD (TRAIDING AS DOMI DOMINGO DAY NURSERY), ONCE SIGNED BY YOU, IMMEDIATELY CREATE A LEGALLY BINDING AGREEMENT.

PLEASE THEREFORE READ THE TERMS AND CONDITIONS CAREFULLY BEFORE SIGNING.

PLEASE RETAIN A COPY OF THESE TERMS AND CONDITIONS FOR YOUR FUTURE REFERENCE.