



## TERMS AND CONDITIONS

### 1. Definitions

1. The definitions below apply in these terms and conditions;

“**Child**” the child or children who is cared for by Jungle Kids;

“**You**” the person, firm or company who purchases Services from us;

“**Services**” the services of before and after school club and holiday club together with any other services which we provide, or agree to provide, to you;

“**Us**” Jungle Kids Ltd.

### 2. Our contract

1. Any requirement in this contract for either party not to do something includes an obligation on that party not to allow that thing to be done. By registering with us you have agreed to our terms and conditions.

### 3. Formation of the contract

1. A contract for the services will be formed between you and us once you have fully completed your child's/ren full registration via Ipal on the complete Education Solutions booking system and paid the £25.00 registration fee.

### 4. Duration of the contract

1. The contract shall last until it is terminated by either you or us giving to the other, in writing, at least one [full calendar] months' notice (i.e. notice received on the 1st of a month could end the contract on the last day of the month, but notice received on the 2nd of a month, would only be able to end the contract on the last day of the following month).

2. You are liable for the fee during the notice period. If you fail to give proper notice, you may lose your deposit and/or registration fee.

### 5. Suspension of the Services

1. The Services may be suspended (meaning the Child is temporarily not able to attend Jungle Kids) in the circumstances set out in our [Critical Incident Policy](#). If the services are

suspended for a period of more than one month, either of us may terminate the contract by giving the other one month's written notice.

## **6. Our Obligations**

1. We will use all reasonable efforts to provide the services to you, in accordance with all material respects with these terms and conditions
2. We welcome staff and children from many different backgrounds and ethnic groups. Human rights and freedoms are respected and we will do all that is reasonable to ensure that our culture, policies and procedures are made accessible to children who have disabilities and to comply with their social and moral obligations under the Special Educational Needs and Disability Act 2001 or Equality Act 2010 in order to accommodate the needs of children, applicants and members of staff who have disabilities for which, after reasonable adjustments, we can cater adequately
3. If we determine, in our sole discretion (after appropriate and reasonable analysis) that reasonable adjustments cannot be made for a child and as such we cannot continue to adequately provide for that Child (or admit them as the case may be) then we shall be permitted to request that you to withdraw the Child without being charged fees in lieu of notice.

## **7. Your obligations**

You shall:

1. Cooperate with us- working in the best interest of your child and the other children under our care;
2. Provide to us such information as we may reasonably require about
3. The Child (e.g.
  1. Any known medical condition, health problem, allergy, or diagnosed dietary requirement;
  2. Any prescribed medication;
  3. Any lack of any vaccination which the Child would ordinarily have by their age;
  4. Any family circumstances or court orders affecting the Child;
  5. Any concerns about the Child's safety; and
  6. Your contact details, and those of your authorised persons who may collect the Child. You must (a) ensure that these details are accurate and (b) keep these details up-to-date, by promptly informing us in writing whenever they change.
  7. As regards arrivals and departure of a child, please refer to Jungle Kids Collection Policy. Please see our website for a copy.
  8. You shall not employ (or attempt to employ) any member of our staff without our consent, until six months from the end of this contract.

## **8.Charges and payment**

- 1.You shall pay the charges as invoiced to you via our online booking system Ipal.
- 2.Charges are due even if the Child is absent.
3. We will not charge for bank holidays.
- 4.The quoted charges are per Child, per core day or charged by the hour, and include breakfast and tea when appropriate. (before and after school club only)
5. The charges must be paid monthly in advance, by the 1st day of the month.
- 6.All payments must be made through our online booking system iPal ONLY
7. We may increase our charges once per year. We will inform you of any such increase one month before the proposed date of increase.
8. Without restricting any other legal right that we may have, if you fail to pay us on time, we may:
  - Suspend all Services until payment has been made in full, which will include the suspension of the Child, or even terminate the contract permanently.
  - If you owe us any money, and make a claim against us, we may set off what you owe us against what you are claiming from us.

## **9.Reducing sessions**

You are required to give us one month's written notice of a reduction in the number of sessions you require.

## **10.Welfare of the Child**

1. We will do all that is reasonable to safeguard and promote the Child's welfare and to provide care to at least the standard required by law and often to a much higher standard.
2. We will respect the Child's human rights and freedoms which must however, be balanced with the lawful needs and rules of our nursery and rights and freedoms of others.
3. Your consent to such physical contact as may be lawful accord with good practice, and be appropriate and proper for teaching and instruction and for providing comfort to a Child in distress, or to maintain safety and good order, or in connection with the Child's health and welfare.

4. As regards behaviour management techniques and sanctions, please refer to the club's Promoting Positive Behaviour Policy. Please see the website for our policies.

5. The club uses emergency procedures for accidents, evacuations, incidents and allergic reactions, please refer to the individual policies and procedures on the website.

## **11. Health and medical matters**

1. If the Child becomes ill during the session the manager will contact, you or the emergency contact indicated on the registration form. You must inform us immediately of any changes to these contact details. If your child requires urgent medical attention while under our care, we will if practicable attempt to contact you and obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment recommended by a doctor (including anaesthetic or operation, or blood transfusion) unless you have previously notified us you object to blood transfusions)).

2. If the Child is suffering from a communicable illness, he/she should not be brought to the club until such time as the infection has cleared. Please refer to the illness/communicable disease list supplied in your information on minimum periods of exclusion from the nursery.

3. You must notify the manager if the Child is absent from the club through sickness.

4. If the Child has been sent home from the club because of ill health, he/she will not be re-admitted for at least 24 hours. If the Child is prescribed antibiotics, he/she will not be allowed to return to the nursery for 48 hours.

5. As regards medication, and the administration of it to a Child, please refer to the Club's Medication Policy. Please see our website

## **12. Food/dietary requirements**

1. We will work with you to provide suitable food for your Child, if they have a special dietary requirement or any allergies as diagnosed by a doctor or dietician. All reasonable care will be taken to ensure that a Child does not come into contact with certain foods with support from parents and external professionals should the need arise.

2. All menus will be displayed for inspection, and parents and children will be able to feed into the review of these.

3. No packed lunches supplied by parents for after school/holiday club children will be heated up by us.

## **13. Reporting of neglect or abuse**

We have an obligation to report to the relevant authorities any suspicions we have that your Child has suffered neglect or abuse, and where necessary we may do so without your consent and/or without informing you.

## **14. Limitation of liability**

1. This clause sets out our (and our employees', agents', consultants' and subcontractors') liability to you in respect of the contract (including any breach of it, any statement we make to you about it, our termination of it).
2. All terms implied by law are, to the fullest extent permitted by law, excluded or deleted from the contract.
3. Nothing in these terms and conditions in any way limits our liability for fraud, or for death or personal injury resulting from negligence.
4. We shall not be liable for:
  - Any loss or damage to any toys, equipment or bags, clothing etc. you may bring into our nursery;
  - Loss of any profits, or consequential loss; or any other indirect loss; and
5. our total liability (in contract, tort including negligence or breach of statutory duty, or otherwise) shall be limited to cumulative price paid by you for the services over the course of the contract.

## **15. Data protection**

1. You agree that details of your name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of us in connection with the Services.
2. We may take photographs and/or videos of your Child for promotional or training purposes only. If you do not wish for your Child to be included in such photographs or videos, please inform us by completing the 'permission form' given to you on enrolment, or by writing to the nursery manager.
3. Any personal data related to You or your Child will be dealt with in accordance with our privacy notice, which can be found at [Insert details of website or place where the privacy notice can be found].

## **16. Security**

Parents are welcome to visit the club, but we will not admit anyone without prior notification. It is your responsibility to ensure that we are aware of who will be collecting your Child. No Child will be allowed to leave the building with any person who has not been notified as an authorised person to collect the Child on your behalf.

## **17. Complaints and concerns**

Please address any complaint or concern to the supervisor in charge, in the first instance, and if the matter is not resolved within a reasonable period, please refer it to the manager. Please also refer to our complaints and compliments policy which shall apply to any complaints received by us.

## **18. Termination for breach of contract, or bankruptcy/insolvency**

1. Without restricting any other legal rights which the parties may have, either party may terminate the contract without liability to the other immediately on giving written notice to the other if:

2.The other party fails to pay any amount due under the contract on the due date for payment and remains in default for [10] days or more; or

3.The other party commits a material breach of any of the terms of the contract and (if such a breach is capable of being remedied) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

4.The other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986.

#### **19.On termination of the contract for any reason:**

- You shall immediately pay all of our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt;
- Any clause in these terms and conditions which implicitly is intended to survive termination shall continue in force.

#### **20.Events that are beyond our control**

1. If any event beyond our reasonable control (e.g. a fire, flood, E-Coli outbreak, strike, civil action, act of terrorism, war etc.) occurs, for which we have business interruption insurance, we may close the setting without liability to you and we will not charge you for the fees for the time the club is closed. We will keep you informed, in such an event.

2. If it is, in our reasonable opinion, necessary or in the interests of the Child to do so, we may close the club even though our business interruption insurance will not cover us for the closure. In these circumstances, we will charge you for the time the club is closed. For example, we may close because of severe weather conditions, outbreak of flu, swine flu or other illnesses etc. [Also, we close if the owner of the premises closes the premises and denies us access.]

#### **21.Invalid clauses**

If any part of the contract is found by any court or similar authority to be invalid, illegal or unenforceable, that part shall be struck out, but the rest of the contract shall apply.

#### **22.Changes to these terms and conditions**

1. We may change these terms and conditions where such a change arises from changes in regulations or legislation affecting us.
2. We may change any other terms in these terms and conditions provided. We will give you at least one month's written notice of our intention to do so.

#### **23.No other terms**

Each party acknowledges that, in entering into the contract, it has not relied on anything said or written that is not written in the contract. This applies unless fraud is established.

#### **24. Assignment**

The contract is personal to you. You shall not, without our written consent, transfer to anyone else any of your rights or obligations under the contract.

## **25. Rights of third parties**

A person who is not a party to the contract shall not have any rights under or connection with it.

## **26. Governing law and jurisdiction**

The contract, and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by the law of England. The courts of England shall have exclusive jurisdiction to settle any such dispute or claim.

## **27. Late Charges**

If you know you are going to be late you must contact us on the number provided and inform us about this and when you expect to arrive. Jungle Kids will then implement the follow late penalties which will come into force after 6pm Monday to Friday. 1-15 mins late - £10 Anything over 15mins £20.