



Terms and Conditions

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1. Interpretation

1.1. In these Terms and Conditions (“Terms and Conditions”), the following terms will have the following meaning:

- 1.1.1. **“Child”** means a person who is named on the reservation form.
- 1.1.2. **“Cancellation”** means the action, initiated either by you, the parent or guardian, or by us, a month or more before the 'Entry Date', to discontinue the reservation of a place at Owls Daycare, thereby making the place immediately available for others.
- 1.1.3. **“Daycare setting”** means Owls Daycare’s registered setting with address Basement Flat 18A, College Parade, Salusbury Road, Queen’s Park, London, United Kingdom, NW6 6RN.
- 1.1.4. **“Entry Date”** means the date on which the child first attends Owls Daycare.
- 1.1.5. **“Fees”** means any form of payment to Owls Daycare for the amount displayed on the Owls Daycare's website or other documentation owned by Owls Daycare which relates to the services offered by Owls Daycare.
- 1.1.6. **“Parent”, “parents”, “you”, “your”** means a father, mother, legal carer/guardian and/or authorised family member of the child who has signed the reservation form. Parents are separately and jointly responsible for complying with their obligations under these terms and conditions.
- 1.1.7. **“Proprietor”** means the Owls Daycare Manager, Siobhan McDade.
- 1.1.8. **“Term”** means the period between, and including, the first and last days of the Owls Daycare’s term as set out in the Owls Daycare website.

- 1.1.9. **“Termination”** means the act of ending the agreement between you and Owls Daycare on or after the Entry Date, either by you providing the necessary notice as outlined in these Terms and Conditions, or by Owls Daycare ending the agreement due to a breach of these Terms and Conditions or other reasons as specified in these Terms and Conditions. Termination ends your relationship with Owls Daycare and ceases any obligations or services provided by Owls Daycare.
- 1.1.10. **“Us”, “We”, “Owls Daycare”, “Owls”** means LITTLE SCIENTISTS CLUB LIMITED with company registration number 10987305 and registered office address of 18 College Parade, Salusbury Road, Queen’s Park, London, United Kingdom, NW6 6RL.
- 1.1.11. **“Website”** means Owls Daycare’s website with Uniform Resource Locator (URL) www.owlsdaycare.co.uk or www.owlsdaycare.com.
- 1.1.12. **“Withdrawal”** means any instance where a child is withdrawn from the daycare setting by the parent without notice at any time after Entry.

2. General

- 2.1. Parents are separately and jointly responsible for complying with their obligations under these terms and conditions.
- 2.2. By reserving a place for your child you agree on behalf of yourself and your child to be bound by these Terms and Conditions.
- 2.3. We reserve the right to make any changes to these Terms and Conditions with 4 weeks' notice. No variation or alteration of these Terms and Conditions shall be valid unless approved by the Directors of Little Scientists Club.
- 2.4. Your agreement to our Terms and Conditions is governed by the laws of the United Kingdom of Great Britain and Northern Ireland and you and Little Scientists Club give consent to the exclusive jurisdiction of the Courts of the United Kingdom of Great Britain and Northern Ireland.
- 2.5. Parents must inform us of any changes to their, or their child's, personal circumstances, contact details and/or medical conditions including allergies.

3. Reserving a place

- 3.1. The services offered by Owls Daycare are only available for children of ages between 6 months and five years.
- 3.2. It is the responsibility of the Parents to ensure their child is, or children are, of the correct age to reserve a place to receive any services provided by Owls Daycare.
- 3.3. Owls Daycare offers a number of sessions. The majority of these sessions are listed on our website under the 'Fees' page. Owls reserves the right to vary the sessions it offers at any time.

- 3.4. Parents can only reserve a place for a child for one of the session types listed on our website, unless the Proprietor has agreed to a different arrangement and that arrangement has been put in writing to the Parent by the Proprietor.
- 3.5. A preliminary reservation for your child is made upon completion of the Owls Daycare online reservation form and the payment of reservation fee of £300.
- 3.6. The reservation fee of £300 is non-refundable and does not count towards any of your fees. It will not be returned to you. However, Owls Daycare reserves the right to return the reservation fee to you if it decides to do so.
- 3.7. Parents must complete the reservation form including the following information about their child:
 - 3.7.1. the session they wish to book for their child;
 - 3.7.2. any known medical condition, health problem or allergy affecting their child;
 - 3.7.3. any history of a learning difficulty on the part of their child or any member of their immediate family;
 - 3.7.4. any disability, special educational need or any behavioural, emotional difficulty and/or social difficulty on the part of their child;
 - 3.7.5. any family circumstances or court order which might affect their child's welfare or happiness;
 - 3.7.6. the first date on which they would like their child to attend;
 - 3.7.7. they are aware of the reservation fee they must pay to secure their child's reservation;
 - 3.7.8. the person(s) responsible for dropping off and/or collecting their child; and
 - 3.7.9. they are the parent, carer or legal guardian of the child named in the reservation form and have appropriate parental responsibility to complete and submit the reservation form.

- 3.8. Owls Daycare will review your reservation form before being able to confirm whether your child has been allocated the place as reserved.
- 3.9. Places can be reserved up to three months in advance without incurring any extra charges on top of the £300 reservation fee.
- 3.10. In the event you have reserved a place that is due to start later than three months from the date on which you have made the reservation, you will be required to pay a fee of £65 each month up until the date of Entry, for every month after the initial three month period beginning from the date you made the reservation, to keep your reservation in place. This fee will be due at the start of each month and will cease once you have reached the date of Entry. Failure to make payment of this monthly fee, or delay in making payment, may result in us terminating your reservation.
- 3.11. Owls Daycare's services are subject to availability. At the discretion of the Proprietor, Owls Daycare reserves the right to accept or refuse the reservation of any place without giving a reason.
- 3.12. In the event your child is not allocated the place as reserved, the reservation fee of £300 will be refunded to you.
- 3.13. In the event your child is allocated the place as reserved, we will send you a letter or email specifying:
- 3.13.1. the fees that will be due in advance of the date on which the child can first attend the Daycare Setting (entry date);
 - 3.13.2. any subsequent fees; and
 - 3.13.3. the dates and times the child can attend the Daycare Setting.
- 3.14. We will also send you a request for further information before the entry date which must be completed by you and returned to us before the entry date.

- 3.15. In the event we have agreed to amend your fees to account for any free childcare entitlement your child has, we will send you a request for the information we require to determine your eligibility and apply such a discount.
- 3.16. There will be dates on which the Daycare Setting will be closed. Owls Daycare will endeavour to notify parents of these such dates on its website or in writing in the offer letter. It is the responsibility of the parents to ensure they know which dates the Daycare Setting will be open and closed, and to make necessary arrangements to attend the Daycare Setting at the agreed times and dates.
- 3.17. Owls Daycare will not be held responsible for any damages arising from parents not being aware of the dates on which the Daycare Setting is or will be closed. Owls Daycare is also not responsible for damages arising from failure to notify parents of dates on which the Daycare Setting will be closed

4. Fees and your payment

- 4.1. Parents agree to pay the Fees applicable to the session they have selected in their reservation or have agreed with Owls Daycare after having submitted their reservation form and paying the reservation fee. Fees are payable monthly in advance by the 1st of the month to which the Fees relate. Parents can either set up a Direct Debit with us or pay their fees by making a bank transfer to the details provided by us.
- 4.2. Owls Daycare will not accept the payment of Fees by cheque.
- 4.3. If you are paying Fees via a bank transfer, that payment must include all bank transfer charges, which includes intermediary bank charges. It is your responsibility to ensure your bank transfer is received by Owls Daycare on or before the 1st of the month to which the Fees relate.
- 4.4. Bank transfers to Owls Daycare must be made to the bank details provided in our offer letter or any other official communication from Owls Daycare, to you.

- 4.5. An arrangement under which a lump sum advance payment of Fees is made by or on behalf of the Parents will be the subject of a separate agreement.
- 4.6. In the case where payment has been made, or is to be made, by a third party, Owls Daycare may request evidence of an agreement between the Parents and the third party. Any such agreement does not release the Parents from liability if, for whatever reason, the third party does not make payment of any Fees that are due in line with these Terms and Conditions. Owls Daycare reserves the right to refuse a payment from a third party.
- 4.7. Where Parents do not make payment of Fees due to Owls Daycare by the 1st of the month to which the fees relate, the parent will be liable for an administration charge of 2.5% of the outstanding fee.
- 4.8. We reserve the right to deny access to you or your child in the event that you have not paid the relevant Fees.
- 4.9. Parents are required to collect their child no later than the time that their chosen session ends. Parents will be charged a late collection fee of £8 (or the current rate at the time of late collection) for every 10-minute period that you fail to collect the child after this hour.
- 4.10. Owls Daycare will not issue invoices except in the case of late payment of fees. An additional administrative charge of £20.00 will be issued for each invoice sent due to late payment of fees.
- 4.11. Owls Daycare reviews its Fees on a regular basis and reserves the right to make changes to its Fees at any time. We will give Parents 4 weeks' notice of any changes in fees.
- 4.12. For the purposes of anti-money laundering checks, Owls Daycare reserves the right to obtain satisfactory evidence of the identity of the Parent, Parents or any third party who is paying or is to be paying the Fees, such as sight of a passport.

5. Education

- 5.1. Owls Daycare will do all that is reasonable to provide a safe and educational environment and teaching of a range, standard and quality which is suitable for each child and to provide education to at least the standard required by law in the particular circumstances.
- 5.2. The right is reserved to the Proprietor to organise Owls Daycare and the curriculum in the most appropriate manner to meet the requirements of Owls Daycare.
- 5.3. Owls Daycare will, from time to time, issue posts, on a virtual platform called Tapestry, about your child/children for you to see. These posts intend to provide you with a snapshot of what your child/children is/are doing at Owls Daycare. You will be provided with an email to access your account and you can use this platform to provide your own posts on what your child/children are doing when they are outside of Owls Daycare. Owls Daycare will do everything it reasonably can to ensure access to the data it puts on Tapestry is only accessed by authorised personnel.
- 5.4. We understand how valuable it is for parents to see what their children are up to at Owls via Tapestry and we do everything possible to provide updates via this platform. However, the wellbeing, safety, learning and overall development of the children is our priority, which means that it is not always possible to provide updates via tapestry in a consistent manner. Owls Daycare is under no obligation to provide posts on Tapestry, or to adhere to a fixed quota of posts over a specified period of time.

6. You and your child's behaviour

- 6.1. We reserve the right to permanently or temporarily remove you and/or your child/children from the Daycare Setting as a result of any unacceptable behaviour and you will not be refunded for any of the time you miss, or costs you incur, as a result of the removal.

- 6.2. We consider the following to be included in, and considered as, unacceptable behaviour:
- 6.2.1. abusive behaviour;
 - 6.2.2. disturbing behaviour;
 - 6.2.3. disrespectful behaviour;
 - 6.2.4. disruptive behaviour;
 - 6.2.5. illegal behaviour;
 - 6.2.6. smoking in the Daycare Setting;
 - 6.2.7. selling or consuming alcohol or illegal drugs in the Daycare Setting;
 - 6.2.8. causing damage to our property and/or the property of Owls Daycare's staff; and
 - 6.2.9. failure to comply with the fire and safety policy of Owls Daycare
- 6.3. You and your child must respect all others, including Owls Daycare's staff, regardless of their religion, race, disability, sexual orientation, gender or any other difference.
- 6.4. If you or your child cause damage to our property and/or the property of Owls Daycare's staff, you agree to pay the cost of repairing/replacing all damages. Costs for repairing or replacing such damages must be paid within 15 working days of us notifying you of the damages and their associated costs.

7. Food

- 7.1. Parents and/or their child are not permitted to bring any food to the Daycare Setting unless agreed with the proprietor in advance, and this agreement must be made in writing.
- 7.2. In the event that a Parent does not comply with 7.1, we cannot guarantee that any food or drink brought by any person to the Daycare Setting is free of traces of nuts

and/or nut oils, or that it has not been produced at a site or using equipment which produces other products containing nuts and/or other allergens.

- 7.3. It is the responsibility of the Parent to carefully review the food menu and notify us in writing of any issues they or their child has, or will have, with any of the food listed in the menu. Parents must notify us in writing either via email to info@owlsdaycare.co.uk or by post to the Daycare Setting. Any issues with the food menu must be reported by you as soon as reasonably and practicably possible.
- 7.4. It is the responsibility of the Parents to inform us of any allergies their child had or has. This must be done via the reservation form and/or by providing this information in writing to the Proprietor via email to info@owlsdaycare.co.uk.
- 7.5. Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, we will not be held responsible or liable for any issues resulting from food allergies or intolerances.

8. Hygiene and sanitation

- 8.1. By reserving a place for your child at Owls Daycare, you are hereby granting explicit consent for our authorised staff members to change your child's nappy as necessary. Only staff members who have undergone proper training are authorised to change nappies, ensuring hygienic procedures are followed
- 8.2. It is incumbent upon you to clearly communicate any specific requirements or preferences pertaining to your child's nappy changing routine. Such communication must be submitted through the reservation form, further information form, or as written correspondence addressed to the Daycare Manager.
- 8.3. As the parent or guardian, you bear the responsibility to provide an adequate supply of nappies, creams, and a change of clothes for your child. Owls Daycare maintains a minimal stock of spare nappies, exclusively for emergency use.

- 8.4. Should you provide cream for your child, a written authorisation must be submitted to the Daycare Manager, explicitly granting consent for the cream to be applied to your child by Owls Daycare staff.

9. Sunscreen and outdoor play

- 9.1. Outdoor play is an essential part of children's development. Owls Daycare will ensure that children have regular access to outdoor activities, weather permitting.
- 9.2. Parents are required to provide sunscreen for their child with a minimum SPF of 30. Sunscreen should be clearly labelled with the child's name.
- 9.3. It is the responsibility of the Parents to ensure that sunscreen is applied to their child prior to arrival at the Daycare Setting
- 9.4. Parents are also responsible for regularly checking and ensuring that there is an adequate supply of sunscreen for their child at Owls Daycare. They must promptly replenish the stock as needed
- 9.5. By agreeing to these Terms and Conditions, Parents are providing their consent for Owls Daycare staff to apply sunscreen to their child as necessary.
- 9.6. Owls Daycare reserves the right to keep children indoors in the event of extreme weather conditions to ensure their safety and well-being as well as that of staff and visitors.

10. Medication, medical care and illness

- 10.1. It is your responsibility to tell us in writing that you give Owls Daycare your permission to administer medication to your child. If permission is granted by you, you must ensure the medication is in-date and prescribed for the current condition. All medication provided by you to Owls Daycare must be in original containers and clearly labelled with your child's name and the date the medication was prescribed.

Written permission for medication must be provided each time medication is needed. Written permission must include details of the administration of the medication, including but not limited to, dosage and frequency of the medication, and details about how the medication must be stored.

- 10.2. Parents must comply with our recommendations regarding the health of their child, which may include a reasonable decision to send the child home if the child is unwell.
- 10.3. Parents agree that we have the right to disclose medical information about their child if it is considered by us to be in the best interest of the health and welfare of the child or other members of Owls Daycare. Such information will be shared on a confidential, "need to know" basis.
- 10.4. Parents authorise the Proprietor to consent, on the Parents' behalf, to the child receiving emergency medical treatment if, after reasonable endeavours, including calling each parents and their nominated emergency contact, Owls Daycare cannot establish communication with them.
- 10.5. You or your child must not attend the Daycare Setting if you or they are unwell. You agree to make every effort possible to notify us of their absence.
- 10.6. In the event you or your child are sick at the Daycare Setting, you and/or they will need to leave the premises as soon as reasonably possible.
- 10.7. In the event your child is sent home, or you are asked not to bring your child to Owls Daycare due to sickness or illness, you agree to follow our instructions regarding the length of time that your child must remain away from Owls Daycare. Such instructions will be communicated to you by us either verbally or in writing and will vary depending on the specific circumstances of your child's illness.

11. Daycare setting

- 11.1. The Daycare Setting does not have wheelchair access. It is your responsibility to ensure our Daycare Setting is suitable for you and/or your child.
- 11.2. Unless explicitly permitted by us, you must not bring any food and/or drink into the Daycare Setting.
- 11.3. You must not use cameras, video equipment, or mobile phones within the Daycare Setting under any circumstances.

12. Liability and Force Majeure

- 12.1. We will not be liable for any loss, damage or injury you or your children suffer whilst in the care of Owls Daycare or using any equipment provided by us.
- 12.2. We will not be liable for failure to open and/or close the Daycare Setting or any delays in opening and/or closing the Daycare Setting as a result of events that have taken place outside of our control.
- 12.3. We do not give any warranty or guarantee on any of the equipment used in the Daycare Setting that has been supplied by us or a third party.
- 12.4. We will not be liable for any damage or loss or cost or expense or any other type of claim for compensation resulting from you or your child's late arrival or absence.
- 12.5. We will not be bound by any statement unless it is in writing and authorised by the Proprietor of Owls Daycare or a Director of Little Scientists Club.
- 12.6. Owls Daycare shall not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms and Conditions that is caused by events outside our reasonable control ("Force Majeure Event").

- 12.7. A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control, including but not limited to, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disasters, or failure of public or private telecommunications networks.
- 12.8. If a Force Majeure Event takes place that affects the performance of our obligations under these Terms and Conditions:
- 12.8.1. We will contact you as soon as reasonably possible to notify you.
 - 12.8.2. Our obligations under these Terms and Conditions will be suspended for the duration of the Force Majeure Event.

13. Storage of personal items

- 13.1. Owls Daycare has limited space available for the storage of buggies, strollers, bicycles, scooters, and other similar items. As such, storage of these items is subject to availability and our policy.
- 13.2. Owls Daycare will only be able to accommodate the storage of buggies for children in the baby room (aged below 2 years). The storage of buggies or bicycles for children above this age group will not be permitted.
- 13.3. Owls Daycare will continue to permit the storage of scooters for all age groups.
- 13.4. Parents and guardians are responsible for ensuring that any items left for storage at Owls Daycare are in good condition and do not pose a safety risk to children, staff, or other persons at the nursery.

- 13.5. Owls Daycare does not accept responsibility for any damage, loss, or theft of buggies, strollers, bicycles, scooters, or any other personal items stored at the nursery. All items are stored at the owner's risk.
- 13.6. Owls Daycare reserves the right to revise the storage policy at any time, and any changes may take effect immediately. Parents and guardians will be notified of any changes in writing.
- 13.7. Parents and guardians are expected to comply with the storage policy. Failure to do so may result in the denial of storage privileges.

14. Owls Daycare's website

- 14.1. Little Scientists Club Limited is the sole owner of the Owls Daycare website <https://owlsdaycare.co.uk> and <https://owlsdaycare.com>.
- 14.2. The use of the Owls Daycare website is subject to these Terms and Conditions.
- 14.3. The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- 14.4. The Owls Daycare website may use cookies to monitor browsing preferences. If you do allow cookies to be used, the following personal information may be stored by us: name and contact information including e-mail address, address information including your postcode and any other information relevant to customer surveys and/or offers or that Owls Daycare may reasonably require to deliver its services in line with these Terms and Conditions.
- 14.5. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness, or suitability of the information and materials found or offered on our website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors

and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

- 14.6. Your use of any information or material on the Owls Daycare website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- 14.7. The Owls Daycare website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these Terms and Conditions.
- 14.8. All trademarks reproduced in this website, which are not the property of, or licensed to us, are acknowledged on the website.
- 14.9. Unauthorised use of our website may give rise to a claim for damages and/or be a criminal offence.
- 14.10. From time to time, our website may also include links to other websites which are not under the control of Owls Daycare. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- 14.11. Your use of this website and any dispute arising out of such use of the website is subject to the laws of the United Kingdom of Great Britain and Northern Ireland.
- 14.12. Although care has been taken to ensure the accuracy of the information on the Owls Daycare website, information on the site is provided without any representation or guarantee. In no event shall Owls Daycare be liable in connection with the use of the information made available, unless specifically stated otherwise. Owls Daycare does not guarantee that the website or the server that makes this website available is free from viruses or any other harmful elements.

- 14.13. You must not create a link to this website from another website or document without Owls Daycare's prior written consent.
- 14.14. Copyright in the website and its content rest with Owls Daycare. All rights reserved.
- 14.15. Owls Daycare collects personal data for the purposes of the products and/or services it provides. Parents providing personal data to Owls Daycare consent to the use of that data by Owls Daycare for the purpose of delivering its services, billing and fee collecting purposes and to enable Owls Daycare to contact the parents if it reasonably requires to do so or provide products or services in line with these Terms and Conditions.

15. Data protection and privacy

- 15.1. Owls Daycare is committed to protecting and respecting the privacy of the personal information of children and parents.
- 15.2. We will process personal data in accordance with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).
- 15.3. Personal information provided to Owls Daycare will only be used for the purpose of providing childcare services and will not be shared with third parties without explicit consent, unless required to do so by law.
- 15.4. Parents have the right to request access to the personal information that we hold about them and their child. Any such request should be made in writing.

16. Cancellation and Termination

- 16.1. You have the right to terminate this agreement with Owls Daycare either before or after the Entry date by providing us with written notice. Written notice must be sent

via email to info@owlsdaycare.co.uk. Depending on when you decide to terminate this agreement, the following terms will apply to you:

- 16.1.1. if your decision to terminate this agreement is made no later than one full calendar month prior to the Entry Date, we will interpret this action as a Cancellation. Your reservation will be discontinued immediately from the date on which we receive your written notice, and no additional fees will be due.
- 16.1.2. if you choose to terminate this agreement within the full calendar month prior to the Entry Date, you will be required to pay the first month's fee. Your reservation will be terminated immediately from the date on which we receive your written notice.
- 16.1.3. if you decide to terminate this agreement on or after the Entry Date, you must provide us with two full calendar months' written notice. This written notice must be sent via email to info@owlsdaycare.co.uk and received on the first day of a given month, otherwise, the two calendar month notice period will commence from the first day of the subsequent month.
- 16.2. In the event of an emergency or exceptional circumstance, a shorter notice period may be agreed upon in writing at the discretion of the Daycare Manager.
- 16.3. Owls Daycare reserves the right to terminate this agreement with immediate effect if you breach any of the clauses in these Terms and Conditions. A detailed written explanation of the breached clause(s) will be provided to you.
- 16.4. Additionally, Owls Daycare reserves the right to terminate this agreement for any other reason by giving you four weeks' written notice. This notice will be provided in the form of an email or letter using the details you provided in your reservation form.

- 16.5. Upon termination, any prepaid fees beyond the termination date will be refunded, excluding the reservation fee.
- 16.6. It is your responsibility to ensure that all fees are paid up to the date of termination.

17. Refunds

- 17.1. We will not issue you with a refund in the event you or your child arrive late, leaves early or miss any sessions within a term. We will not offer classes free of charge to make up for any time you have lost as a result of these reasons.
- 17.2. Owls Daycare reserves the right to refuse a refund of any fees where:
 - 17.2.1. a child is absent through illness;
 - 17.2.2. a Term is shortened;
 - 17.2.3. a child is on vacation and/or their vacation is extended;
 - 17.2.4. a child is released home before the normal end of a Term;
 - 17.2.5. the Daycare Setting is temporarily closed for any reason including Force Majeure; or
 - 17.2.6. we provide any other reason.