



Owls Daycare / Owls Daycare Pre-school

Terms and Conditions

Owls Daycare / Owls Daycare Pre-School — Terms and Conditions.

Little Scientists Club Limited (Company No. 10987305) trading as Owls Daycare and
Owls Daycare Pre-School.

Registered office: 18 College Parade, Salusbury Road, London, NW6 6RL.

Settings (Ofsted registered):

- Owls Daycare: 18A College Parade, Salusbury Road, London NW6 6RN
- Owls Daycare Pre-School: 125 Salusbury Road, London NW6 6RG

Daycare Manager: Siobhan McDade.

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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 the child in respect of whom a place is reserved, as named in the child’s details section of the reservation form, and for whom we agree to provide childcare under these Terms and Conditions. Where a place is reserved for more than one child, these Terms and Conditions apply separately in respect of each child.

1.1.2. **“Cancellation”** means the ending of a reservation before the Entry Date, by you under clause 16.1.1 or 16.1.2 or by us in accordance with these Terms and Conditions. Your right to cancel within 14 days under clause 3.19 is separate and applies in addition.

1.1.3. **“Daycare Manager”** means Siobhan McDade, or any successor appointed by Little Scientists Club Limited to manage either setting.

1.1.4. **“Daycare Setting”, “Setting” or “Site”** means either of the following childcare settings operated by us:

1.1.4.1. Owls Daycare with address Basement Flat 18A, College Parade, Salusbury Road, Queen’s Park, London, United Kingdom, NW6 6RN and with Ofsted registration number 2653868.

1.1.4.2. Owls Daycare Pre-School with address St. Annes & St. Andrews Church & Community Centre, 125 Salusbury Road, London NW6 6RG and with Ofsted registration number 2872860.

- 1.1.5. **“Settings”** means both Owls Daycare and Owls Daycare Pre-school.
- 1.1.6. **“Entry Date”** means the date agreed between us in writing as the first day of your child’s place, whether or not your child attends on that date.
- 1.1.7. **“Fees”** means all sums payable by you to us under these Terms and Conditions, including: charges for childcare during the Term-Time Weeks at the Term-Time Rate; the Non-Term Package; any reservation fee (clause 3.6), monthly fee to keep a reservation in place (clause 3.11) or application fee (clause 3.20); late payment and late collection charges (clauses 4.7 and 4.9); and charges for any optional items you have agreed to; in each case at the rate disclosed to you before you agree to the relevant charge and confirmed in writing, subject to any later change made under clause 4.12, and after any price protection or sibling discount applied under clause 4.22.
- 1.1.8. **“Parent”, “parents”, “you” or “your”** means each person who signs or expressly accepts the reservation form electronically and, solely for the website-use provisions in clause 14, includes any user of the Website. Merely using the Website does not create a childcare contract or liability for Fees. At least one person accepting the reservation form must hold parental responsibility for the Child. Each person who signs or expressly accepts the reservation form electronically is jointly and severally responsible with every other person accepting it for complying with these Terms and Conditions, including payment of the Fees.
- 1.1.9. **“Proprietor”** means LITTLE SCIENTISTS CLUB LIMITED, acting through its directors or the Daycare Manager.

- 1.1.10. **“Termination”** means the ending of the agreement between you and Owls Daycare on or after the Entry Date, whether by you giving notice under clause 16.1.3, by us under clause 16.3 or 16.4, or otherwise in accordance with these Terms and Conditions. Termination does not affect any rights or obligations that have accrued before it takes effect, including your obligation to pay all Fees due up to and including the date on which Termination takes effect.
- 1.1.11. **“Us”, “We”, “Little Scientists Club”, “Owls”, “Owls Daycare”, “Owls Daycare Pre-school”** 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.
- 1.1.12. **“Website”** means Owls Daycare’s website with Uniform Resource Locator (URL) www.owlsdaycare.co.uk or www.owlsdaycare.com.
- 1.1.13. **“Withdrawal”** means your child permanently ceasing to attend the Setting after the Entry Date without you having given written notice of termination under clause 16.1.3, or before any such notice has expired. A temporary absence, illness or holiday is not a Withdrawal; clause 16.7 applies.
- 1.1.14. **“Term-Time Weeks”** means the 38 term-time weeks in each year over which the government-funded early education entitlements are delivered, aligned with the school term dates published by Brent Council (the local authority) from time to time.
- 1.1.15. **“Non-Term Weeks”** means the weeks in each year during which the Settings are open and which are not Term-Time Weeks, as shown in the term dates published on our Website.
- 1.1.16. **“Term-Time Rate”** means our hourly rate for childcare during Term-Time Weeks, as published on the Website from time to time.

1.1.17. **“Non-Term Package”** means our fixed monthly charge for childcare during the Non-Term Weeks for a given session pattern and, where we publish separate packages by age, a given age band, as published on the Website from time to time.

1.1.18. **“Session”** means a type of session we offer, as listed on the Fees page of the Website from time to time (for example a Full Day, an Early School Day or a Late School Day) or as otherwise agreed with you in writing; and “session pattern” means the Session booked for your child and the number of days per week booked.

1.1.19. **“Policies”** means our written policies and procedures as updated in accordance with clauses 2.4 and 2.5. Copies are available at each Setting and on request.

1.2. References in these Terms and Conditions to “child”, “your child”, “the child” or “children” are references to the Child and, where you have reserved places for more than one child, to each of them.

2. General

- 2.1. The Parents who accept the reservation form are jointly and severally responsible for the obligations described in clause 1.1.8. This means that each may be required to pay the full amount due, but we cannot recover the same amount more than once.
- 2.2. You agree to these Terms and Conditions when you sign or expressly submit the reservation form electronically or in paper, after having had an opportunity to read them. The childcare agreement is formed when we confirm the reserved place in writing under clause 3.14. Your child is not personally liable for the Fees. Any separate waiting-list service must be expressly agreed under clause 3.20.
- 2.3. These Terms and Conditions apply to childcare services provided at either Setting. A transfer to the other Setting, or Setting-specific supplementary terms affecting your booked service or Fees, requires your agreement in writing. We will explain any changes before you agree; clauses 2.4 and 4.12 apply where relevant.
- 2.4. We may make proportionate changes to these Terms and Conditions for identified changes in law or regulatory requirements, or reasonably necessary changes to our service or operations. We will explain the reason and effect in writing and give at least 4 weeks' notice, except where an urgent legal or safeguarding requirement makes shorter notice necessary. If a change materially disadvantages you, you may end the agreement before it takes effect by notifying us, without an early termination charge or the usual notice-period Fees. Fee changes are governed by clause 4.12. Agreed variations will be confirmed in writing; this does not exclude statements binding on us by law under clause 12.5.
- 2.5. You agree to comply with our Policies, including operational rules about arrivals, collections, items brought to nursery, sleep arrangements, health and safety and safeguarding. We may update Policies with reasonable

notice for administrative or operational changes, or immediately where necessary for safeguarding, health and safety or legal compliance. Policy updates cannot introduce additional Fees or materially change your booked service except in accordance with clauses 2.4 and 4.12. Mandatory legal requirements prevail over any conflicting policy or term.

- 2.6. Your agreement to our Terms and Conditions is governed by the laws of England and Wales and you and Little Scientists Club give consent to the non-exclusive jurisdiction of the courts of England and Wales.
- 2.7. Parents must inform us of any changes to contact details, parental responsibility, relevant court orders, medical conditions or allergies, and other circumstances relevant to their child's care, welfare or the administration of the place.
- 2.8. Any concerns should be raised with the Daycare Manager in the first instance. Our complaints procedure is available on request and at each Setting. We will investigate written complaints about compliance with the Early Years Foundation Stage (EYFS) and notify the complainant of the outcome within 28 days of receipt. Parents may also contact Ofsted at any time on 0300 123 4666 or at enquiries@ofsted.gov.uk.

3. Reserving a place

- 3.1. The services offered by us are available for children aged 6 months to 5 years; however, availability and age groups may differ by Setting, for example Owls Daycare primarily serves children who are under the age of 2 and Owls Daycare Pre-School primarily serves children aged 2–5.
- 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. Changes to sessions offered for new bookings do not alter an existing booking; changes to an agreed session are subject to clauses 2.4 and 4.12.
- 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 any reservation fee due under clause 3.6. This is an application, not a guarantee of a place; clause 3.14 governs confirmation.
- 3.6. A reservation fee is payable for a privately paid place at the amount disclosed before you reserve and confirmed in writing, subject to clause 3.7. It does not count towards childcare Fees. If you cancel, we may retain only an amount justified under clause 16.8. It will be refunded if we cannot provide the agreed place, if you cancel under clause 3.19. We may refund it in other circumstances at our discretion.
- 3.7. Any change to a reservation, including the weekly pattern or sessions, requires our prior written agreement and is subject to availability. No reservation fee is payable for a Term-Time Weeks only place. We will not charge a non-refundable reservation, application or retainer fee in connection with access to funded entitlement hours. A charge for separately agreed private provision must be separately identified and must not be a condition of accessing a funded place. Any new charge must be disclosed and expressly agreed before the change takes effect, subject to these restrictions.
- 3.8. Parents must complete the reservation form including the following information about their child:

- 3.8.1. the session they wish to book for their child;
 - 3.8.2. the Setting they would like their child to attend;
 - 3.8.3. any known medical condition, health problem or allergy affecting their child;
 - 3.8.4. any known learning or developmental need affecting their child's care; information about relatives is requested only where relevant, necessary and lawfully shared;
 - 3.8.5. any disability, special educational need or any behavioural, emotional difficulty and/or social difficulty on the part of their child;
 - 3.8.6. whether you are reserving a Term-Time Weeks only place or a place for the Term-Time Weeks and the Non-Term Weeks;
 - 3.8.7. any family circumstances or court order which might affect their child's welfare or happiness;
 - 3.8.8. the first date on which they would like their child to attend;
 - 3.8.9. they are aware of the reservation fee (if any) they must pay to secure their child's reservation;
 - 3.8.10. the person(s) responsible for dropping off and/or collecting their child; and
 - 3.8.11. the identity of the person with parental responsibility who is accepting the reservation, and the authority of anyone completing it on that person's behalf.
- 3.9. Owls Daycare will review your reservation form before being able to confirm whether your child has been allocated the place as reserved.
- 3.10. Subject to clause 3.7, places can be reserved up to three months in advance without incurring any extra charges on top of the reservation fee.
- 3.11. Subject to clause 3.7, where you ask us to hold a privately paid place for an Entry Date more than three calendar months after the reservation date, a £65 monthly holding fee may apply after those first three months until the Entry

Date. Before you agree, we will confirm the reservation date, each period charged, due dates, any part-month calculation and the total holding fee. No charge applies without that confirmation and your agreement. No holding fee is payable for a Term-Time Weeks only place or in connection with access to funded hours. Non-payment is dealt with under clause 16.3, and cancellation or non-allocation under clauses 3.13, 3.19 and 16.8.

- 3.12. Owls Daycare's services are subject to availability and our lawful admissions criteria. We will consider applications fairly and will not discriminate unlawfully. Where disability or additional needs are relevant, we will consider reasonable adjustments and available support before deciding whether we can meet the child's needs safely. The Proprietor, Owls Daycare reserves the right to accept or refuse the reservation of any place without giving a reason.
- 3.13. In the event your child is not allocated the place as reserved, any reservation fee, holding fee or childcare Fees paid for that unallocated place will be refunded to you without undue delay and within 14 days. A separately agreed waiting-list service is governed by clause 3.20.
- 3.14. In the event your child is allocated the place as reserved, we will confirm acceptance by letter or email, specifying:
 - 3.14.1. the address of the Setting;
 - 3.14.2. whether your place is for the Term-Time Weeks only or for the Term-Time Weeks and the Non-Term Weeks;
 - 3.14.3. whether any funded entitlement is being applied;
 - 3.14.4. the fees that will be due in advance of the date on which the child can first attend the Daycare Setting (Entry Date);
 - 3.14.5. any subsequent fees; and
 - 3.14.6. the Entry Date, session times, booked days, and any funded hours.

- 3.15. 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.
- 3.16. Where your child will access funded entitlement hours, we will request the information needed to verify eligibility and complete the required parental declaration with you before funded provision starts. Funded hours are provided free of charge under clause 4; they are not a discretionary discount.
- 3.17. There will be dates on which the Daycare Setting is closed. We will provide the scheduled opening and closure dates applicable on our website, and notify you directly in writing of changes as soon as reasonably possible. Parents should check the supplied calendar and attend at the agreed times. Clauses 2.4, 12 and 17 govern subsequent changes, unexpected closures and any refund due.
- 3.18. We remain responsible for notifying you of closures as described in clause 3.17. Annualised instalments for agreed open weeks are distinguished from charges for unavailable childcare in clause 17.
- 3.19. Where you reserve a place online or by email, you may cancel without giving a reason within 14 calendar days after submitting your reservation. Where statutory cancellation rights apply, they are not limited by this contractual right. Tell us by emailing info@owlsdaycare.co.uk or writing to our registered office. It is sufficient to send the cancellation before the deadline. We will refund payments without undue delay and within 14 days after being informed, using the original payment method unless you agree otherwise and without a refund fee. We may charge proportionately for childcare actually supplied during the cancellation period only where you expressly requested an early start and the law permits it; submitting the reservation form is that request. This clause takes priority over clauses 16 and 17.
- 3.19.1. You may use this cancellation form, but it is not compulsory: *To Little Scientists Club Limited T/A Owls Daycare, 18 College Parade,*

Salusbury Road, London NW6 6RL, info@owlsdaycare.co.uk. I/We hereby give notice that I/We cancel my/our contract for the supply of the following service: [service and child's name]. Ordered on: [date]. Name of consumer(s): [name(s)]. Address of consumer(s): [address]. Signature of consumer(s), only if notified on paper: [signature(s)]. Date: [date]. Delete as appropriate.

- 3.20. Where we operate a waiting list, any one-off application fee and the service it pays for will be disclosed before you apply and expressly agreed. No application fee is payable for a Term-Time Weeks only place or in connection with accessing funded entitlement hours. A waiting-list place does not guarantee a childcare place. The fee does not count towards childcare Fees. You may cancel a waiting-list application within 14 calendar days after submitting it using the methods in clause 3.19. We will refund it unless a lawful proportionate charge for a service expressly requested and actually supplied during that period applies. Outside that period, we may retain only a fair, proportionate amount for the agreed administration actually carried out. If we offer a childcare place, the offer will remain open for seven calendar days after it is sent, after which it may be withdrawn.

4. Fees and your payment

- 4.1. Parents agree to pay the Fees for the session pattern confirmed in their offer or subsequently agreed in writing, subject to any funded-hours and refund provisions in these Terms and Conditions. Fees are payable monthly in advance by the 1st of the month to which the Fees relate. For a place confirmed after the first day of a month, the offer will state the first payment due date; the payment is not treated as overdue before that date. 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 applicable payment due date under clause 4.1.
- 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 the third party does not pay payable Fees lawfully due under these Terms and Conditions. This clause does not make Parents liable for funded entitlement hours or override clause 4.16. Owls Daycare may refuse a third-party payment for reasonable fraud-prevention or payment-processing reasons, which we will explain where lawful.
- 4.7. Where Parents do not make payment of Fees that are due to Owls Daycare by the applicable payment due date under clause 4.1, we may apply a one-off administration charge capped at 10% of the overdue privately payable amount, limited to our reasonable additional administration costs caused by that late payment. We will not repeat it on the same overdue amount or compound it, and will not charge while a genuine invoice dispute is being investigated.
- 4.8. Before suspending a place for unpaid Fees, we will give a written reminder, explain the sum due and allow a reasonable opportunity to pay or resolve a genuine dispute. Any suspension or termination must be proportionate and comply with clause 16.3. We will not withhold any funded entitlement hours

solely because an optional charge is unpaid, and will not leave a child already in our care without safe, authorised collection arrangements.

- 4.9. Parents must collect their child no later than the end time of their booked session. A short “grace period” of 5 minutes applies to allow for handover. If your child is collected more than 5 minutes after the session end time, late collection charges apply to cover additional staffing and safeguarding requirements. The charge is £10 for every 5 minutes (or part of 5 minutes) that collection is late, calculated from 5 minutes after the booked session end time. We will itemise late collection charges on an invoice with a due date allowing a reasonable time to pay. They are capped at the stated rate and will not exceed a reasonable charge for the additional staffing and safeguarding costs incurred; exceptional circumstances will be considered fairly. If you think you may be delayed, you must call the Setting as soon as possible.
- 4.10. We will provide an itemised invoice or statement for each billing period upon request, showing funded entitlement hours at no charge separately from additional privately paid hours, food, non-food consumables, activities and other charges, where applicable. It will identify the provider and the periods to which charges relate.
- 4.11. We may update late payment or late collection charges with 4 weeks’ notice in line with clause 4.12.
- 4.12. We review published Fees annually, normally for 1 April. For an existing family, any increase is governed by clause 4.22. A proposed increase will not make funded hours chargeable. We will explain the reason and calculation and give at least 4 weeks’ written notice of the amount and effective date.
- 4.13. We may request proportionate evidence of the identity or payment authority of a Parent or third-party payer where reasonably necessary to prevent fraud, administer funding or comply with an applicable legal obligation. We will explain the purpose and handle any evidence under clause 15; we will not retain unnecessary identity documents.

- 4.14. We accept government funded early education hours in accordance with the applicable statutory framework. Funded entitlement hours are provided free of charge, and we do not charge any “top-up” on funded hours. A Term-Time Weeks only funded pattern is offered, subject to availability, and access to funded hours is not conditional on taking Non-Term Weeks or on purchasing any optional item.
- 4.15. It is your responsibility to confirm your child’s eligibility with HMRC and/or Local Authority, provide us with the information we need to claim funding (including your 11-digit code where required) and, where a working-parent code is required, reconfirm eligibility every 3 months (or as required by HMRC). Universal 3- and 4-year-old entitlement is not conditional on holding a working-parent code.
- 4.16. If eligibility or the claimable funded hours change, we will confirm the effect with you, taking account of any applicable grace period and remaining entitlement, including universal hours. We will explain any proposed private charge and its start date before asking you to agree to continue those hours privately. There is no automatic transfer of our funding shortfall, reduced funding rate, administration error or breach of the provider agreement to you. If we seek to recover a loss caused by information you supplied incorrectly or a breach of an agreed eligibility obligation, we must show the cause and comply with the funding rules and your legal rights. There is no double recovery.
- 4.17. Unless we confirm otherwise in writing, we apply funded entitlement during the Term-Time Weeks only and do not stretch funding across the Non-Term Weeks.
- 4.18. We spread the annual private childcare price over 12 equal monthly instalments. This spreads payments; it does not stretch funded hours beyond Term-Time Weeks. Optional items and other variable charges are billed separately, so the total invoice may vary. Each invoice shows the following, as applicable:

- 4.18.1. Term-time childcare: (booked weekly term-time hours minus funded hours allocated to this Setting and booking, with a minimum result of zero) $\times 38 \times$ the applicable Term-Time Rate $\div 12$;
 - 4.18.2. Funded hours: where your child accesses funded entitlement hours, the funded hours allocated to this Setting and the delivery period, shown at no charge (£0.00), without a second deduction from the net term-time line;
 - 4.18.3. Non-term package: where your place includes the Non-Term Weeks, the Non-Term Package for your booked session pattern;
 - 4.18.4. any price protection or sibling discount under clause 4.22; and
 - 4.18.5. any optional items or additional charges under these Terms and Conditions.
- 4.19. We may offer optional chargeable items/services (for example, trips or special sessions). Any optional items will be clearly itemised, require your prior agreement and will not be a condition of accessing a funded place. Parents may decline chargeable extras without disadvantage to their child's funded provision. Where meals or consumables are chargeable, we will offer a reasonable free alternative, such as supplying suitable items from home or waiving the charge. Children who do not take an optional activity will still receive EYFS-compliant provision.
- 4.20. The Term-Time Rate is a single hourly rate applied to every child regardless of age. We currently set it at the hourly funding rate for three- and four-year-olds confirmed by Brent Council for the relevant funding year, and we review it on 01 April each year. The Non-Term Package for each session pattern is set separately and reviewed at the same time. Before the adjustments in clause 4.22, the published Term-Time Rate and Non-Term Package are applied on the same basis to each child on the same session pattern (and, for the Non-Term Package where relevant, age band), whether or not that child accesses funded hours. The current Term-Time Rate and Non-Term Packages are published on the Website, and any change to them is notified in accordance with clause 4.12.

- 4.21. Where our published Fees increase after we have confirmed your monthly fee to you in writing, your monthly fee does not increase automatically. We review the fees of existing families once a year, and any increase to the rates for your existing booking will be made only under clause 4.12 and may be smaller than the increase in our published Fees. The difference between the cost of your booked session pattern at our then-current published Fees (using the specific calculation and rate agreed with you in writing before booking where your pattern is not published) and your confirmed amount is shown on your invoice as a separate “price protection” line. Any sibling discount we offer is likewise shown as a separate line. Price protection and sibling discounts are applied in the same way whether or not your child accesses funded hours, and are never reduced by reference to any funded entitlement hours. Any change to your monthly fee, including ending or reducing price protection, will be made in accordance with clause 4.12. Changes in booked hours or entitlement are dealt with separately under clauses 4.16 and 4.19. Discounts apply to privately payable amounts, cannot create a charge for funded hours, and cannot reduce the invoice below zero unless we expressly agree a credit.
- 4.22. Please tell us as soon as possible about any planned absence of more than two weeks and discuss a proposed move to another provider with us. Absence, holiday and transfer funding is governed by Brent Council’s applicable provider agreement and decisions. We will explain the relevant rule and any proposed charge in writing. Clause 4.16 applies.

5. Education

- 5.1. Owls Daycare will provide its services with reasonable care and skill and maintain a safe and educational environment and teaching of a range, standard and quality which is suitable for each child and will 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 children's needs and the applicable EYFS requirements.
- 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 that records on Tapestry are accessible only to authorised users, in accordance with clause 15.
- 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. This does not limit our EYFS assessment, information-sharing or parent-partnership duties.

6. You and your child's behaviour

- 6.1. We may restrict an adult's access, suspend attendance or terminate a place only where justified by a serious safety risk or material breach and after considering a proportionate response. For less serious concerns, we will explain the issue and allow a reasonable opportunity to address it before taking action under clause 16.3. We will consider the child's age, development, any disability and additional needs, reasonable adjustments and available support. Normal age-appropriate behaviour is not itself a reason for exclusion. Where an adult's conduct is the concern, we will consider safe alternative

collection or communication arrangements. We will give written reasons and review any temporary suspension. Fees and refunds are governed by clauses 16.8 and 17.

6.2. Subject to the safeguards in clause 6.1, examples of unacceptable conduct include:

- 6.2.1. abusive behaviour;
- 6.2.2. threatening or intimidating conduct;
- 6.2.3. harassment or discriminatory abuse;
- 6.2.4. serious or repeated disruption which puts safety or the delivery of care at risk;
- 6.2.5. illegal behaviour;
- 6.2.6. smoking or vaping 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. You are responsible for the reasonable cost of damage caused by your own negligent or deliberate acts. A child's accidental or age-appropriate behaviour does not automatically make you liable. Any claim relating to a child's conduct will be considered according to the circumstances and applicable law. We will provide the basis and evidence of any claim, allow you to raise a dispute, and account for wear and tear, insurance and any recovery from another source. Any undisputed amount is payable within 15 working days after that information is supplied. Working days means Monday to Friday excluding bank holidays in England.

7. Food

- 7.1. Parents and/or their child are not permitted to bring any food and/or drink to the Daycare Setting unless agreed with us in writing in advance, including any arrangements under clause 4.20 or for dietary, medical or infant-feeding needs. Fresh drinking water remains available to every child.
- 7.2. In the event that a Parent does not comply with clause 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 practicable. Please notify Siobhan McDade via email to info@owlsdaycare.co.uk immediately if an urgent dietary or allergy concern arises.
- 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 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 daily access to outdoor play, unless circumstances such as unsafe weather make this inappropriate.
- 9.2. Parents are required to provide sunscreen for their child with a minimum SPF of 30, suitable for their child and providing UVA protection. 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, subject to any written allergy or product instructions you provide. We will use appropriate sun protection measures even if a child's supplied sunscreen is unavailable, and discuss a safe alternative with you.
- 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 and demonstrate to us that the medication is in-date and appropriate for the current condition and permitted under our medication policy. Prescription medication must have been prescribed for your child. All medication provided by you to Owls Daycare must be in original containers and clearly labelled with your child's name and the dispensing label for prescribed medicines, or the original instructions for any permitted non-prescription medicine. Written permission for medication must be provided for each particular medicine and updated when the instructions change. 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. We will record each administration and inform you on the same day or as soon as reasonably practicable. Staff will have any training needed for the administration concerned.

- 10.2. Parents must comply with reasonable instructions under our illness policy, including a proportionate decision that an unwell child must be collected. Decisions will take account of current public-health guidance and any relevant medical advice.
- 10.3. We may share medical information where necessary and lawful to protect a child's health or welfare, obtain treatment or meet safeguarding duties, using the appropriate lawful basis and condition for health data. Sharing will be limited to those who need the information and governed by clause 15; agreeing to these Terms is not blanket consent to all disclosures.
- 10.4. If your child needs urgent medical help, we will seek it promptly and try to contact you and your nominated emergency contacts. We will not delay emergency assistance while trying to obtain contact or consent. Healthcare professionals decide whether emergency treatment can lawfully proceed without parental consent; this clause does not confer parental responsibility on us.
- 10.5. You or your child must not attend where illness makes attendance unsafe, where your child is not well enough to participate, or during an applicable infection-exclusion period. Please notify us promptly of absence and relevant symptoms. We will apply our illness policy proportionately and take account of current public-health guidance and the health and safety of all other children and staff.
- 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 through safe, authorised collection arrangements. We will continue appropriate care and supervision until collection.
- 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 reflect the specific illness and, where appropriate, medical or public-health advice. We will explain the reason and expected return conditions.

11. Daycare setting

- 11.1. Accessibility and facilities vary by Setting. Please contact the Daycare Manager if you or your child require adjustments so we can discuss reasonable arrangements for your child's attendance. Owls Daycare currently has no step-free wheelchair access; we will assess individual needs and our reasonable-adjustment duties rather than apply a blanket exclusion.
- 11.2. Parents and visitors must not take photographs, make recordings or use mobile phones within the Daycare Setting except where expressly authorised by staff under our safeguarding policy.

12. Liability and Force Majeure

- 12.1. Nothing in these Terms and Conditions excludes or limits our liability for death or personal injury caused by our negligence, for fraud, or for any other liability that cannot be excluded or limited by law. Subject to that, we will not be liable for loss, damage or injury suffered whilst in the care of Owls Daycare or when using equipment provided by us, unless caused by our negligence or our breach of these Terms and Conditions.
- 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 to the extent caused by events outside our reasonable control. Clauses 12.6–12.8 and 17 govern mitigation, suspension and refunds.

- 12.3. We will take reasonable care to ensure equipment used in providing childcare is suitable, maintained and used safely, whether 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, except to the extent caused by our negligence or breach or otherwise recoverable by law.
- 12.5. We will not be bound by any statement unless it is in writing and authorised by a Director of Little Scientists Club Ltd. Nothing in these Terms excludes information or statements about us or our services that are binding under section 50 of the Consumer Rights Act 2015, whether spoken or written, or liability for misrepresentation.
- 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 despite reasonable precautions (a "Force Majeure Event"). This is subject to clause 12.1 and does not remove refund rights under clause 17 or excuse obligations which can still reasonably be performed.
- 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. Only the obligations actually prevented will be suspended, and only for as long as necessary. We will take reasonable steps to reduce disruption, keep you informed and resume provision. If the disruption materially prevents the agreed care and no suitable alternative is agreed, you may terminate the affected place without notice-period Fees or an early termination charge, we will decide which will apply.

13. Personal items and what to bring

- 13.1. Storage space is extremely limited and differs by Setting.
- 13.2. At Owls Daycare we will permit the storage of buggies for children under the age of two, who have an active and valid reservation with us. These buggies must be travel buggies and must be able to be folded down to a size that makes it reasonably easy to carry down and/or upstairs by an adult.
- 13.3. At Owls Daycare Pre-school we do not store buggies or pushchairs on site. Children may bring scooters or balance bikes where permitted by the Setting. These must be clearly labelled and must be taken home at the end of each day unless we confirm otherwise.
- 13.4. Please note that the storage of any items at either of our Settings is subject to availability and our policy.
- 13.5. Parents and guardians are responsible for ensuring that any items left for storage at either of our settings are in good condition and do not pose a safety risk to children, staff, or other persons at the nursery.
- 13.6. Please label buggies, strollers, bicycles, scooters and other belongings and avoid bringing valuables. We are not responsible for loss, theft or damage

unless caused by our negligence, breach of contract or other legally actionable fault. Clause 12.1 applies.

- 13.7. We may revise the storage policy under clauses 2.4 and 2.5 and will notify parents in writing.
- 13.8. Parents and guardians are expected to comply with the storage policy. Failure to do so may result in the denial of storage privileges.
- 13.9. Parents must provide at least one full spare change of clothes including socks, to be kept on site. They must also provide the setting with adequate clothing for outdoor activities, taking into account the weather and season.
- 13.10. For children attending Owls Daycare Pre-School, parents must provide a named water bottle each day which will be taken home at the end of the day.
- 13.11. If your child naps at Owls Daycare Pre-School, you must provide suitable bedding agreed with us under our safe-sleep policy. Comfort items may be used only where consistent with that policy and current EYFS requirements. We will send bedding home weekly for laundering.
- 13.12. The clothing requirements in clause 13.9 apply at both Settings. Please label clothing and other items with your child's name.
- 13.13. At Owls Daycare Pre-School, our core routine starts at 09:00. We ask parents to aim to arrive by 09:00 to support a calm start to the day, within their booked session. This does not extend booked hours or override agreed arrival times.

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. Clause 14 applies to use of the Website. A childcare contract arises only through the booking process in clause 2.2, not simply by visiting the Website.
- 14.3. The content of the pages of this website is for your general information and use only. General information may change from time to time.
- 14.4. The Owls Daycare website uses cookies. Where consent is required, it is collected via the cookie banner on the Website; details of the cookies we use are set out in our Privacy Policy.
- 14.5. We take reasonable care over the accuracy of information on the Website. Please contact us about an apparent error so that it can be checked.
- 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. You may retain and print information for your personal use, including evidence of your booking and its terms. Other reproduction requires the rights holder's permission unless permitted by law.
- 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 do not control their content and are not responsible for this content and/or you use of their content.
- 14.11. Your use of this website and any dispute arising out of such use of the website is subject to the laws of England and Wales.
- 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 Little Scientists Club Limited. 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. We are committed to protecting and respecting the privacy of the personal information of children and parents.
- 15.2. We process personal data in accordance with the UK GDPR and the Data Protection Act 2018, as amended, and other applicable data-protection legislation.
- 15.3. We process children's and parents' data to provide childcare and early education, ensure safeguarding and welfare, administer fees and funding claims, comply with legal obligations, and communicate with parents. Little Scientists Club Limited is the controller for this processing. Our Privacy Policy explains the lawful bases, any additional conditions for sensitive data, recipients, retention and rights. We obtain separate consent where required, including for optional uses of images, and a refusal does not remove access to necessary childcare.
- 15.4. As both Settings are operated by Little Scientists Club Limited, we may share and transfer your child's records internally between Settings where necessary for continuity of care, safeguarding, administration, and delivery of services.
- 15.5. We may share relevant information with third parties where required for safeguarding or legal compliance, or where necessary to administer funded childcare claims, always on a need-to-know basis and in line with our Privacy Policy.
- 15.6. Parents have rights over their own personal data, including access and correction, subject to legal conditions and exemptions. Rights in a child's data belong to the child; requests on a child's behalf require appropriate authority and consideration of the child's interests. You may contact the Daycare Manager or info@owlsdaycare.co.uk, but a valid request need not be in writing or use a particular form. We will respond within the applicable legal time limit.

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 may be sent to info@owlsdaycare.co.uk or delivered in writing to our registered office. We will acknowledge it and confirm the termination date; our failure to acknowledge a notice actually received does not invalidate it. Any reasonable accessibility adjustment and the separate cancellation rights in clause 3.19 remain available. Depending on when you decide to terminate this agreement, the following terms apply, subject to clauses 2.4, 3.19, 4.12, 4.16, 12.8.2 and 16.8:

16.1.1. If we receive your cancellation notice at least one calendar month before the Entry Date, the reservation ends immediately and no further childcare Fees are due. For this purpose, one calendar month before means the corresponding date in the preceding month, or its last day if there is no corresponding date. Any reservation or holding fee is dealt with under clauses 3.6, 3.11 and 16.8.

16.1.2. If we receive your cancellation notice 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 terminate on or after the Entry Date, the standard notice period is two full calendar months. Notice received on the first day of a month runs from that day to the last day of the following month. Notice received later starts on the first day of the next month and ends on the last day of the month after that. For example, notice received on 1 October ends the agreement on 30 November; notice received on 2 October ends it on 31

December. Fees remain subject to clause 16.8 and any earlier termination right in these Terms or by law.

- 16.2. In the event of an emergency or exceptional circumstance, a shorter notice period may be agreed upon in writing by the Daycare Manager, acting reasonably and considering the circumstances. This does
- 16.3. Owls Daycare reserves the right to terminate this agreement with immediate effect if you commit a serious breach of these Terms and Conditions (for example, non-payment of fees after a written reminder, or conduct described in clause 6). For other breaches, we will give you written notice and a reasonable opportunity to put things right before terminating. A detailed written explanation of the breach will be provided to you in all cases.
- 16.4. We may otherwise terminate only for a genuine, proportionate reason, such as a permanent closure or inability to continue the agreed service despite reasonable steps and any required adjustments. We will explain the reason and give at least two full calendar months' written notice, calculated as in clause 16.1.3, and longer where reasonably practicable to support alternative care. Shorter notice is permitted only where law or an immediate safety issue requires it. We will not terminate for an unlawful discriminatory reason or because you raise a legitimate complaint or exercise a legal right. Notice will be sent to your last notified email or postal address.
- 16.5. On cancellation or termination, we will reconcile the account under clauses 4.19 and 16.8 and refund any amount not lawfully due, including any refundable reservation or holding fee, under clause 17.3.
- 16.6. It is your responsibility to ensure that all Fees lawfully due up to the termination date are paid, subject to the reconciliation, refund and loss-limitation provisions of these Terms.
- 16.7. A temporary absence, illness or holiday is not a Withdrawal. If there is clear evidence that you have permanently stopped using the place without notice,

we will do our best to contact you to clarify your intentions and safeguarding concerns as appropriate. We may treat a Withdrawal as notice from the date we first had clear evidence of it, notify you of that date in writing and apply clauses 16.1.3 and 16.8. We will not prolong the notice period by delaying our enquiry or confirmation.

- 16.8. Where you cancel, withdraw permanently or leave before the end of a notice period, any charge for unused private care, retained reservation or holding fee, or damages for breach must be fair and proportionate and must not exceed our reasonable net loss caused by that event. If your child attends during notice, only the agreed lawful Fees for that attendance apply, with no additional cancellation penalty. No notice charge is due for care we are unable or unwilling to provide or where you lawfully end the agreement because of our breach. Funded hours remain subject to the applicable funding rules and cannot be charged again to you.

17. Refunds

- 17.1. Where we remain able to provide the booked childcare and you or your child arrive late, leave early or miss a session, the agreed private Fees remain payable and no replacement session is automatically due.
- 17.2. The following rules apply, subject to your statutory rights and the other express refund rights in these Terms:
- 17.2.1. Private Fees normally payable during your child's temporary illness while the agreed place remains available; funded hours are dealt with under clauses 4.16 and 4.23.
- 17.2.2. If booked care cannot be provided because we shorten the agreed open period or close early, the charge for the unavailable care may

be removed or refunded. We may offer a suitable alternative, but you are not required to accept it.

17.2.3. Private Fees remain payable during your child's temporary holiday while the agreed place remains available, subject to clause 16.8 for permanent Withdrawal. Monthly instalments still fall due during scheduled closures already excluded from the annual childcare price; this is payment spread over the year, not an additional charge for closed days.

17.2.4. If we temporarily close, including because of a Force Majeure Event, no private childcare charge is payable for booked care we cannot provide after the first month. We will make the corresponding adjustment under clause 4.19. Government funding is dealt with under the applicable funding agreement, without double recovery from parents.

17.3. Any refund due will be made without undue delay and normally within 14 days after the amount due is established, or sooner if the law requires. Refunds will use the original payment method unless otherwise agreed, with no refund fee. Where payment came from a Tax-Free Childcare account or another restricted payment scheme, the refund will be returned to the relevant parent. A credit against future Fees is used only if you agree.