



Childcare Contract- amended **footprints**

womens centre

PART A

This contract is between

(1) Footprints Trading Ltd a limited liability company (Number NI032950) the principal address of which is 84A Colinmill, Poleglass, Belfast BT17 0AR; and

(2) [] and [] of [].

Address: [].

The Terms and Conditions in Part B apply to this contract. Please read them carefully.

Childs name: []

Childs Date of Birth: []

Commencement Date of amendment: []

Days & hrs of attendance: []

Current fees: £[] per week, one week in advance

Refundable Deposit: £[] refundable- unchanged (see clause 9 below)

Charges for late collection of the Child: £5 for every 30 minutes that you are late in collecting the child

Notice required to terminate this contract: 2 weeks (see clause 3.1 below)

Do you consent to us calling an ambulance in an emergency? [Yes No]

Parent 1: [] Parent 2: []

Parent 1 Signature: _____ Parent 2 Signature: _____

Date: _____ Date: _____

Manager's Name: _____ **Signature:** _____
signed for an on behalf of Footprints Trading Limited

Setting Details

Address: 84A Colinmill, Poleglass, Belfast BT17 0AR

Telephone: 028 9092 3444 Email: childcaremanager@footprintswomenscentre.com

Public Liability Insurance: Ecclesiastical Insurance Policy Number: 12/CHA/7100381

PART B – TERMS AND CONDITIONS

1 Definitions

1.1 The definitions below apply in these terms and conditions.

“Child” the child or children who are named in Part A;

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

“Services” the services of a childcare during the days, half-days or hours indicated in Part A (excluding bank and public holidays), together with any other services which we provide, or agree to provide, to you;

“Us” the childcare setting named in Part A.

1.2 A reference to writing or written includes faxes but not email.

1.3 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.

2 Formation of the contract

2.1 A contract for the Services will be formed between you and us once you have given us a signed, fully completed contract, paid the relevant deposit, accepted our policies (please ask for them if they have not already been given to you) and we have informed you that your place has been confirmed.

2.2 These terms and conditions govern the contract between you and us for the Services. No other terms apply unless they are in:

2.2.1 A handbook issued to you by us,

2.2.2 A policy issued to you by us, both in the Policy Pack and elsewhere,

2.2.3 A letter issued to you by us.

2.3 In the case of any uncertainty as to which terms apply, these terms and conditions will apply.

3 Duration of the contract

3.1 The contract shall last until it is terminated by either you or us giving to the other, in writing, at least 2 weeks. However, the contract can, in some circumstances be terminated immediately under clause 18.

3.2 Fees are payable in full and in advance during the entire notice period, irrespective of whether the child is at childcare or not for whatever reason. The deposit cannot be offset against fees in any event. You may lose your deposit if you fail to give proper notice.

4 Suspension of the Services

4.1 The Services may be suspended (meaning the Child is temporarily not able to attend the childcare) in the circumstances referred to in clause 19. 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.

5 Our Obligations

5.1 We will use all reasonable efforts to provide the Services to you, in accordance in all material respects with these terms and conditions and any other documents referred to in 2.2 above.

6 Charges and Payment

6.1 You shall pay the charges as set out in Part A.

6.2 Charges are due even if the Child is absent (including but not limited to holidays, sickness, family bereavement)

6.3 We do charge for bank holidays, fixed closures and/or staff training days (all of which will be advised with this agreement and annually).

6.4 If placement commences after the first working day of the week or ends before the last working day the week, the fee for that week will be calculated pro-rata based on the number of calendar days in that week. The same principal applies to placements that change mid-week.

- 6.5 VAT is not charged on fees (childcare provision is an exempt supply for VAT purposes).
- 6.6 Extra hours (or parts of an hour) are offered subject to availability and are charged for at the ruling rate and must be booked and paid for at least 24 hours in advance.
- 6.7 The charges must be paid weekly in advance, by the first day of the week.
- 6.8 Payments are only accepted by bank transfer or childcare vouchers. No payment shall be deemed to have been made until it is cleared into our bank account.
- 6.9 We will give you written notice of any changes to our fees at least one week before the date of increase.
- 6.10 Without restricting any other legal right that we may have, if you fail to pay us on time, we may:
- Charge you a reasonable administration fee (currently £20); and
 - Suspend all services until payment has been made in full, which will include the suspension of the child, or even terminate the contract permanently.
- 6.11 If you are 60 days late in paying us or more, we may also charge you our reasonable costs of seeking to recover the overdue payments. Such costs will be added to your running account and should be paid within 30 days of notification of them to you.
- 6.12 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.

7 Deposit

- 7.1 A deposit equivalent to one weeks fee is payable on signing of this contract to secure the child's place.
- 7.2 The deposit is refundable at the end of the child's placement provided that the placement actually commences when scheduled and lasts for at least three consecutive calendar months from the start date.
- 7.3 The deposit cannot be offset against fees at any time.

8 Reducing or increasing sessions

- 8.1 You are required to give us one month's written notice of a reduction in the number of sessions you require.
- 8.2 To increase sessions you are required to give us one month's written notice of the number of sessions requested. Fulfilment of this request is subject to availability and waiting lists.

9 Limitation of Liability

- 9.1 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.
- 9.2 All terms implied by law are, to the fullest extent permitted by law, excluded or deleted from the contract.
- 9.3 Nothing in these terms and conditions in any way limits our liability for fraud, or for death or personal injury resulting from negligence. Subject to this proviso, we shall not be liable for:
- Any loss or damage to any toys, equipment or bags, clothing etc. you may bring into our childcare;
 - Loss of any profits, or consequential loss; and
 - 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.

10 Data Protection

- 10.1 Footprints treats all information, specifically those in this contract in relation to parents, carers and children in line with GDPR and Data Protection Act 1998 legislation. For further details contact our data Protection Officer.

11 Termination for breach of contract, or bankruptcy/insolvency

- 11.1 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:
- The other party fails to pay any amount due under the contract on the due date for payment and remains in default for 10 calendar days or more; or
 - 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
 - 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.
- 11.2 On termination of the contract for any reason:

- a) 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; and
- b) Any clause in these terms and conditions which implicitly is intended to survive termination shall continue in force.

12 Events that are beyond our control

12.1 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 childcare without liability to you and we will not charge you for the fees for the time the childcare is closed. We will keep you informed, in such an event.

12.2 If it is, in our reasonable opinion, necessary or in the interests of the Child to do so, we may close the childcare even though our business interruption insurance will not cover us for the closure. In these circumstances, we will charge you for the time the childcare 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.

13 Invalid clauses

13.1 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.

14 Changes to these terms and conditions

14.1 We may change these terms and conditions where such a change arises from changes in regulations or legislation affecting us.

14.2 We may change any other terms in these terms and conditions provided we give you at least one month's written notice of our intention to do so.

15 No other terms

15.1 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.

16 Contract ownership

16.1 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.

17 Rights of Third Parties

17.1A person who is not a party to the contract shall not have any rights under or connection with it.

18 Governing Law and Jurisdiction

18.1 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 Northern Ireland. The courts of Northern Ireland shall have exclusive jurisdiction to settle any such dispute or claim.