

Terms and conditions

September 2023



The following terms and conditions (and the documents referred to herein) constitute your entire contract with Busy Bees Holdings Limited ("Busy Bees", "Us" or "We"), (company number 06903391 with registered office at Busy Bees at St Matthews, Shaftsbury Drive, Burntwood, Staffordshire, WS7 9QP) for childcare services (the "Services"). The Services will be provided via a subsidiary company of Busy Bees, details of which will be provided to you in your Welcome Pack.

1. Care Requirements

1.1 You will provide Us with a copy of your child's birth certificate.

1.2 You will ensure all information supplied in the registration form is correct and up to date. You must immediately inform Us of any change to this information, which includes:

1.2.1 any special educational needs and/or disability (SEND);

1.2.2 medical needs (including allergies/intolerances and/or medical conditions and whether your child requires medicine to be administered). Your child's attendance at Busy Bees whilst on medication is at our sole discretion;

1.2.3 any court or consent order or signed custodial agreement relating to your child's care arrangements; and

1.2.4 contact details for you and any other person(s) authorised to collect your child. We reserve the right not to release your child to a person if We are not satisfied they are authorised to collect them.

1.3 Your child is not permitted to attend Busy Bees if they are suffering from a contagious illness (such as sickness, diarrhoea or chicken pox) and cannot return until they have been symptom free for 48 hours, or cleared by a Doctor to return.

1.4 We may administer first aid in the event of an incident or accident, certain types of non-medically prescribed medication (such as to reduce your child's temperature or respond to an allergic reaction) or apply sun creams / nappy cream as We deem appropriate. You must notify Us if you do not consent to this, but please note that it may result in your child not being permitted to attend Busy Bees.

1.5 We have an obligation to report to relevant authorities any instances where We consider that a child may have been neglected or abused. We may do so without your consent and/or without informing you.

1.6 To help Us manage allergens You must not send food or food packaging into Busy Bees. Please do not use creams, sun creams, oils on your child that may contain nut oil, e.g. arachis.

2. Fees and Payment

2.1 Fees

Except as otherwise stated, Registration Fees are non-refundable.

Fees are set out in the Fee Sheet provided to You. They are dependent on location, booking patterns and your child's age. We may review fees at any time, or amend the way we calculate fees in order to comply with the Local Authority Service Level Agreement. We will provide you with at least four weeks' notice of any revision to Fees. If you do not accept the revised fee, you may end this contract in accordance with clause 3.2.

Any discount applied to fees is discretionary and solely a gesture of goodwill; it does not constitute a variation of this contract. Where We offer a reduced fee rate after a child's birthday, it will take effect from the first day of the following billing period.

2.2 Payment

Fees are charged and payable in advance by direct debit, childcare vouchers or tax-free childcare. We will enforce a daily interest charge of 2% above the base rate of the bank of England on overdue fees until paid, plus a £25.00 administration fee. We reserve the right to suspend your child's place at Busy Bees until full payment has been made.

2.3 Minimum Booking / Deferred Start Date

You must book a minimum of two sessions per week, per child ("Minimum Booking") at each Busy Bees your child attends. If you wish to decrease your child's sessions you must give Us at least four weeks prior written notice ("Minimum Notice"). You cannot reduce your child's sessions below the Minimum Booking - if you do so We reserve the right to cancel this contract with you. If You fail to give the Minimum Notice, you shall remain responsible for paying the full fees for your child from the date you give notice until the end of the Minimum Notice period.

If you wish to defer your child's start date you must give Us the Minimum Notice. If You fail to give the Minimum Notice, you shall remain responsible for paying the full fees for your child from the originally agreed start date until the end of the Minimum Notice period.

2.4 Late Collection Charges

You must immediately inform Us if you are unable to collect your child by the specified closing time or after your child's allocated session time. Late collection will result in additional fees being charged to you to account for the additional hours of Services provided. This will be

invoiced to you monthly in arrears. If We have not been able to reach you or an authorised person to collect your child then we reserve the right to call appropriate government bodies to collect your child.

2.5 Refunds

No refund or swapping of sessions will be given for days where (i) your child has been absent due to illness or holidays; (ii) We are closed due to a public holiday; or (iii) We are closed on any other designated days as required under Busy Bees policies and procedures (which We will make known to you in advance). If We take the decision to close due to events or circumstances which are outside Busy Bees' control, We shall be under no obligation to provide alternative Services to you. If the closure exceeds three days in duration (excluding any days when We would otherwise be closed), We may credit you with an amount that represents the number of days We are closed in excess of three days.

3. Ending this Contract

3.1 You have a right to cancel this contract, without liability, within 14 days of the date we confirm your application has been successful. To exercise this right, you must let Us know in writing (email or letter) within this time period. After this time, your cancellation rights are as below and your registration fee will not be refundable.

3.2 Unless your child is eligible to receive Government Funding, you may end this contract at any time by providing Us with at least four weeks written notice. If your child is eligible to receive Government Funding, you are required to give us at least two months' notice.

3.3 We can end this contract at any time by providing you with at least four weeks prior written notice. We can suspend the Services, or end this contract immediately if:

3.3.1 you have failed to pay any fees by the due date;

3.3.2 you have breached any of your obligations under this contract and you have not or cannot put right that breach within a reasonable period of time;

3.3.3 you behave unacceptably (in our sole discretion) in any Busy Bees setting or with any of our colleagues; and/or

3.3.4 your child's behaviour is deemed by Us to be unacceptable or endangers the safety and wellbeing of other children or our colleagues.

Where we elect to suspend the provision of Services under this clause 3.3, the suspension shall continue whilst We try to resolve the identified problem. If your child is suspended part way through a month, We shall credit any fees you have already paid for the remaining part of that month, calculated on a pro-rata basis. This

credit may be offset against any sums payable by you to Us. If the period of suspension under this clause 3.3 exceeds one month, either of us may terminate this contract with immediate effect by giving written notice.

4. Employment of Staff

4.1 If, during and for a period of six months after the end of this contract, you (directly or indirectly) employ or otherwise engage the services of any of our colleagues who have had contact with your child in the six month period prior to such employment or engagement; then you shall pay to Us a figure representing 20% of that colleague's gross annual salary at the time they left our employment. This figure represents the costs to Us of recruiting a suitable replacement.

4.2 We do not offer babysitting services. If you wish to use any of our colleagues to provide babysitting services, you acknowledge and agree that this is done entirely at your own risk. You will be contracting directly with the individual providing those babysitting services to you and We accept no liability to you in respect of that individual or those services.

5. General

5.1 Your child is not permitted to bring any smart device with camera / recording functionality into Busy Bees. We accept no responsibility for any loss or damage to any items left by you or your child at Busy Bees such as car seats, prams, toys, clothing or smart devices. All items are left at your own risk.

5.2 We may unilaterally change any provision of these terms and conditions without notice to you where such change arises from regulatory or legislative requirements. For any other changes to these terms and conditions We will give you four weeks' notice in writing (including by email).

5.3 These terms and conditions, and our contract with you, are governed by English Law and both of us agree to submit to the exclusive jurisdiction of the English courts to deal with any matters arising out of or in connection with the contract.

6. Data Protection

We process personal data, including special category data, for our colleagues, parents and children. We do not retain personal data for longer than necessary; and only in accordance with our contractual and legal obligations. Full details of how We meet our data protection obligations and how you can exercise your rights, is set out in our Privacy Policy available on our website and **here**.