



TERMS & CONDITIONS

The attached Terms and Conditions govern the basis on which we agree to provide childcare services to you. Please read them carefully.

CHILD NAME	
START DATE	
SESSIONS/DAYS (minimum 2 sessions per week)	
FEES	Invoiced at the start of each month and payable in advance. Please refer to Fee Sheet for our current fees. We reserve the right to change these on giving 1-month notice.
LATE COLLECTION FEE	£5 for first 5 minutes then £1/minute that you are late in collecting the Child
NOTICE PERIOD	1 month written notice to terminate place or reduce sessions

AGREEMENT FOR PAYMENT OF FEES

By signing below, you confirm that:

1. You have read and understood these Terms & Conditions.
2. You agree to be responsible for payment for the Nursery Fees
3. You have provided, or will provide before your child's start date, the information reasonably required for their care and safeguarding.
4. You understand the agreed booking pattern, applicable private fees, optional charges, and payment arrangements.

Name.....

Address

Email

Signed.....

Date.....

YELLOW PENGUIN DAY NURSERY

TERMS & CONDITIONS

Parker Street Daycare Limited trading as Yellow Penguin Day Nursery

1. About this Agreement

Parker Street Daycare Limited is a company registered in England and Wales under Company Number 10316585, with its registered office at 50 Parker Street, Birmingham, B16 9AG.

Yellow Penguin Day Nursery (the “Nursery”) is the trading name of Parker Street Daycare Limited (the “Company”, “we”, “us” or “our”).

These Terms & Conditions, together with the completed Registration Form, the agreed booking arrangements and any applicable written funding declaration, set out the terms on which we provide childcare for your child.

By signing these Terms & Conditions, you agree to comply with the provisions set out below.

Nothing in this Agreement is intended to exclude or restrict any statutory right that you or your child may have under applicable law. If any provision is found to be unlawful or unenforceable, the remaining provisions will continue to apply to the extent permitted by law.

2. Reserving Your Child's Place

2.1 Registration

To request a place for your child, you must complete and return our Registration Form. We will contact you to confirm whether a suitable place is available, together with the proposed start date, booking pattern and applicable fees.

2.2 Confirmation of a place

A place will be confirmed when we have agreed the arrangements with you in writing and completed the necessary registration and contractual procedures.

For privately paid places, we may require a £50 non-refundable registration fee and payment arrangements for the first month's fees.

No registration fee, deposit or other supplementary payment will be imposed as a condition of accessing a government-funded early years entitlement. Any charges relating to a separate, optional private service must be transparent, lawful and genuinely optional.

2.3 First month's fees

Where your child attends privately paid sessions, the first month's fees will be payable in accordance with the agreed payment arrangements. Any funded hours and any optional extras will be identified separately.

2.4 Changes before the start date

If the proposed start date or booking pattern changes, we will confirm the revised arrangements in writing. Any cancellation or refund will be dealt with in accordance with this Agreement and applicable law.

3. Your Child's Health and Care Requirements

3.1 Information required before starting

Before your child starts at the Nursery, you must provide:

- A completed Registration Form, including relevant health, medical, allergy and dietary information.
- Your current contact details and details for at least two additional emergency contacts, where available and appropriate.
- Details of any relevant court orders, parental responsibility arrangements or signed custodial agreements affecting collection, contact or care arrangements.
- Details of any social services involvement or other safeguarding arrangements that we reasonably need to know about to safeguard your child.
- Any other information reasonably required to care for your child safely and appropriately.

3.2 Updating information

You must notify us promptly of any changes to your contact details, emergency contacts, authorised collectors, medical information, allergies, dietary requirements or other relevant care arrangements.

You should provide updated court orders or other relevant documents where arrangements affecting your child change.

3.3 Accuracy of information

We rely on the information you provide to safeguard your child and plan appropriate care. You must take reasonable care to ensure that the information supplied is accurate and complete.

We will handle personal information in accordance with our Privacy Notice and applicable data protection law.

4. Injury, Illness and Medication

4.1 Illness or injury at the Nursery

If your child becomes ill or is injured while in our care, we will take appropriate steps to protect their health and safety. This may include administering first aid, contacting you or an emergency contact, arranging medical assistance or requesting that your child be collected early.

We will contact you or an emergency contact about an illness or injury unless the matter is minor and does not reasonably require immediate notification. We will record and report incidents in accordance with our policies and applicable requirements.

4.2 Medical emergencies

Where we reasonably believe that urgent medical assistance is necessary, we may call an ambulance and arrange for your child to receive emergency treatment. We will attempt to contact you or your emergency contacts as soon as practicable, without delaying necessary treatment.

4.3 Exclusion due to illness

Children must not attend the Nursery when their illness presents a significant risk to themselves or others, or when exclusion is required by applicable public health guidance.

We may refuse admission or request early collection where a child is unwell, has symptoms that require exclusion, or cannot safely participate in the normal activities of the Nursery.

Exclusion periods will be determined in accordance with current public health guidance, applicable regulatory requirements and our Sickness and Illness Policy. Where appropriate, we may require medical advice or confirmation before a child returns.

4.4 Return after illness

If your child has been sent home due to illness, we will explain when they may return. The applicable exclusion period will depend on the illness and the relevant guidance, rather than an automatic period for every condition.

For example, different illnesses may require different periods away from the Nursery. Antibiotic treatment alone will not automatically determine whether a child can attend; the underlying illness, the child's condition and applicable guidance will be considered.

4.5 Absence due to sickness

You must notify the Nursery Manager as soon as reasonably practicable if your child is absent due to illness. Please provide relevant information about the illness and any suspected infectious condition so that we can take appropriate precautions.

Full details are set out in our Sickness and Illness Policy, available on request.

4.6 Medication

You must inform the Nursery Manager or your child's key person of any medication your child requires and provide the necessary written instructions and consent.

Medication will be administered only in accordance with our Medication Policy, applicable safeguarding and childcare requirements, and appropriate parental consent or other lawful authority. Prescribed medication must be supplied in its original packaging, with clear instructions and any required prescription label.

We may administer emergency medication in accordance with the child's care plan, appropriate consent, our emergency procedures and applicable law.

Non-prescribed medication will only be administered where permitted by our policy and applicable requirements, with the necessary consent and safeguards. We may request further information or medical advice where reasonably necessary.

We may decline to administer medication where it would be unsafe, unlawful or outside our reasonable competence, and will discuss appropriate alternatives with you.

4.7 Vaccination information

You must inform us if your child is not vaccinated in accordance with the recommended vaccination schedule, or if there are relevant changes to their vaccination status.

Where there is an infectious disease risk, we may share necessary information with public health authorities and, where lawful and appropriate, provide general information to other parents. We will not disclose your child's identity or confidential medical details to other parents unless there is a lawful basis to do so.

4.8 Sunscreen and sun protection

We may apply suitable sunscreen to your child when necessary for outdoor activities. Please inform us of any allergies, sensitivities or specific product requirements.

If you wish to provide your own sunscreen, you must ensure that it is clearly labelled and suitable for your child. We will consider the safety of other children when managing products that may contain allergens.

You may request in writing that we do not apply sunscreen. In that case, you must provide suitable alternative sun protection, such as appropriate clothing and a sun hat. Where we cannot reasonably ensure adequate protection, we may restrict your child's participation in an outdoor activity that presents a health risk. Further information is available in our relevant policies.

5. Opening Hours and Collection

5.1 Opening days

The Nursery normally operates from Monday to Friday, excluding public holidays, the Christmas closure period and any other designated closure days notified to parents.

Our current opening hours, session times and scheduled closure dates will be provided separately and displayed on the Nursery's notice board or made available on request.

We will give reasonable advance notice of planned closures wherever practicable.

5.2 Authorised collectors

Your child may only be collected by you or an authorised collector aged 18 or over, unless a different arrangement has been expressly agreed in writing and is lawful.

You are responsible for ensuring that the Nursery has an up-to-date list of authorised collectors.

5.3 Identity and collection passwords

Where a person collecting your child is not normally responsible for collection, we may request proof of identity and the agreed collection password.

We will not release your child to anyone whom we cannot reasonably verify as authorised to collect them.

If we have reasonable concerns about a proposed collection, we may withhold release while we verify the arrangements and take appropriate safeguarding advice. We will act in accordance with any relevant court orders and legal requirements.

5.4 Late collection

You must collect your child by the agreed end of their session.

If you are late collecting your child, we may charge a late collection fee of £5 for the first five minutes and £1 for each subsequent minute, subject to the following:

- The charge is intended to reflect the additional staffing and operational costs arising from late collection.
- The charge will be calculated transparently, and we will explain the calculation if requested.
- Any charge imposed must be fair, proportionate and consistent with applicable consumer law.
- We will consider exceptional circumstances where appropriate.

The late collection fee does not replace our duty to safeguard your child.

5.5 Uncollected children

If your child remains at the Nursery after closing time and we cannot contact you or an authorised emergency contact, we will follow our Uncollected Child Policy.

Where necessary to protect your child, we may contact children's social care, the police or another appropriate authority. We will keep a record of the steps taken and act in accordance with our safeguarding responsibilities.

6. Fees and Payment

6.1 Fee schedule

Our fees for privately paid childcare are set out in the current Nursery Fee Schedule available in reception. We will explain the fees applicable to your child's agreed booking pattern before the place is confirmed.

Fees for privately paid sessions are calculated according to the agreed weekly booking pattern and are normally invoiced monthly in advance.

6.2 Payment dates and methods

Unless otherwise agreed in writing, monthly fees must be paid by the first day of the month to which they relate.

Invoices will be issued to the person or persons named on the Registration Form. Payment may be made by the methods currently accepted by the Nursery, which may include cash, bank transfer (BACS) or direct debit.

You must notify us promptly if you believe an invoice is incorrect or if you anticipate difficulty paying an amount due.

6.3 Absences and closures

For privately paid sessions, fees will remain payable when your child is absent due to sickness, holidays or other personal circumstances, because the booked place remains available to your child.

Any exceptions, discretionary discounts or refunds will be dealt with in accordance with the agreed booking arrangements, the circumstances and applicable law.

No fee will be charged for a funded entitlement hour that is not delivered where charging would be contrary to the applicable funding rules.

6.4 Events outside our reasonable control

If an event outside our reasonable control prevents us from providing childcare, we will inform you as soon as reasonably practicable and explain the arrangements. Such events include without limitation 'acts of God', fire, war, acts of terrorism, strikes or other industrial action, infectious

diseases, epidemics, extreme weather, unforeseeable repairs or any failure of public or utility services.

The Nursery will not refund any Fees or be in breach of this Agreement or otherwise liable to you due to any event outside its reasonable control. However, we will consider appropriate alternatives, credits or refunds in accordance with the circumstances, this Agreement and applicable law.

6.5 Changes to fees

We may revise our fees by giving at least one calendar month's written notice, stating the revised amount and the date on which it will take effect.

Changes to funded childcare charges or optional extras will also comply with the applicable funding rules, including requirements concerning transparency and parental choice.

If you do not wish to accept a material change, you may discuss the matter with the Nursery and exercise any applicable contractual or statutory termination rights.

6.6 Late payment

If fees are overdue, we may issue a written reminder setting out the outstanding balance and requesting payment within a reasonable period.

Where legally permissible, interest may be charged on overdue sums at 4% above the Bank of England base rate. We will explain the basis and calculation of any interest charged.

An administration fee of £25 for late payments may also be charged. Any debt recovery or legal costs may also be claimed where they are recoverable and reasonably incurred.

6.7 Non-payment

If fees remain unpaid, we may take proportionate steps to recover the outstanding amount. Depending on the circumstances, these may include a payment discussion, a repayment arrangement, or suspension or termination of privately paid childcare following appropriate notice.

We will normally give you written notice of the outstanding balance and a reasonable opportunity to resolve the matter before suspending or terminating care, unless there is a compelling reason to act sooner.

No suspension or termination will be used to circumvent a child's legal entitlement to funded childcare. Any action affecting a funded place must comply with applicable funding requirements and the child's welfare needs.

6.8 Optional charges

All optional extras, including meals, consumables and additional activities, will be listed separately from the fees for privately paid childcare and from government-funded entitlement hours.

We will explain the price, the nature of the item or service, and the alternatives available before asking you to agree to any optional charge.

7. Government-Funded Early Years Entitlements

7.1 Eligibility

Eligible children may access government-funded early years entitlements in accordance with the applicable eligibility criteria, statutory guidance and local authority arrangements.

Depending on eligibility, this may include the relevant 15-hour or 30-hour entitlement, support for eligible two-year-olds, Early Years Pupil Premium (EYPP) or other applicable schemes.

You are responsible for providing accurate eligibility information and any code or declaration required for the relevant entitlement. We will explain the documentation required and assist with the Nursery's administrative procedures where appropriate.

7.2 Parental Declarations

You must complete and sign the required parental declaration and provide any necessary updates in accordance with the local authority's requirements.

Where the local authority requires declarations or reconfirmation at specified intervals, we will explain the applicable process and deadlines.

7.3 Availability and delivery of funded hours

We will inform you of the funded session patterns available at the Nursery, including the number of hours offered, the days and times available and the weeks over which the entitlement is delivered.

The funded hours allocated to your child will be identified in the agreed booking arrangements.

Funded hours will be provided without any fee for the funded childcare itself. You will not be required to purchase additional private hours, meals, consumables or activities as a condition of accessing your child's funded entitlement.

7.4 Optional meals, consumables and activities

The Nursery may offer meals, snacks, consumables and optional activities for a separate charge, provided that the charges comply with the applicable government funding rules.

Our current charges for these extras are listed on our Fee Sheet. These charges are optional and are not a condition of accessing funded hours.

Before you agree to purchase any extra, we will explain what it covers and its price. We will provide reasonable alternatives for parents who do not wish to purchase the extra, which may include supplying suitable food or consumables themselves or having the relevant charge waived where appropriate.

Any alternative arrangement will remain subject to reasonable food safety, allergy management, safeguarding and operational requirements.

We will not charge for general operating costs, staff costs, rent, utilities, ordinary resources necessary to deliver the Early Years Foundation Stage, or other items that the applicable funding rules prohibit us from charging parents for.

7.5 Additional private hours

You may choose to purchase additional private hours outside your child's funded entitlement, subject to availability and our published fees.

The price of those additional hours is on our Fee Sheet. Purchasing additional hours is optional and will not be a condition of receiving funded hours.

7.6 Invoices and transparency

Where applicable, invoices will distinguish between:

- Funded entitlement hours.
- Additional privately paid hours.
- Meals and snacks.
- Non-food consumables.
- Optional activities and other separately purchased services.

We will make our fees, optional charges and available alternatives accessible to parents and comply with the applicable publication and record-keeping requirements.

7.7 Changes to funding arrangements

If your child's eligibility or the applicable funding arrangements change, we will explain the effect on your child's booking and any fees that may become payable.

We will not charge for funded hours in a manner prohibited by the applicable funding rules. Where a change affects your child's entitlement or booking pattern, we will discuss the available arrangements with you and confirm any agreed changes in writing.

8. Additional Care and Changes to Sessions

8.1 Changing the booking pattern

Subject to availability and the Nursery's minimum booking requirement of two sessions per week, you may request an increase or decrease in your child's regular sessions by giving at least one calendar month's written notice.

Any change will be subject to confirmation by the Nursery and may take effect from an agreed date.

Changes to funded sessions will also be subject to the applicable funding arrangements and the availability of funded sessions.

8.2 Swapping sessions

We do not normally allow a booked session to be swapped for another day. Any request to change a session will be considered subject to availability and operational requirements.

8.3 Additional sessions

You may request additional ad hoc sessions outside your child's usual booking pattern. Additional care is subject to availability and will be charged at the applicable rate where it is privately paid and not covered by a funded entitlement. The times and charges for additional sessions is listed on our Fee Sheet

8.4 Reduction or cancellation of sessions

Until an agreed change takes effect or the place is terminated in accordance with this Agreement, the existing booking pattern and applicable payment obligations will continue to apply.

Nothing in this clause permits us to impose a charge for a funded entitlement hour in circumstances where the applicable funding rules prohibit that charge.

9. Termination and Suspension

9.1 Notice given by parents

You may terminate your child's place by giving at least one calendar month's written notice.

Where your child accesses government-funded 15-hour or 30-hour sessions, the Nursery's standard contractual notice requirement is two calendar months, subject to the applicable funding rules and any written arrangements agreed with you.

We will explain the relevant notice period before the funded place begins. The notice requirement will not be applied in a way that unlawfully restricts access to funded childcare or requires payment for funded hours contrary to the applicable rules.

9.2 Notice given by the Nursery

The Nursery may terminate this Agreement by giving at least one calendar month's written notice and explaining the reason for termination.

Where reasonably practicable, we will discuss the circumstances with you before giving notice and consider whether the matter can be resolved without ending the place.

9.3 Immediate suspension or termination

We may terminate the Agreement without the usual notice period where there is a serious breach of the Agreement, a serious safeguarding concern or another compelling circumstance that makes continued provision of childcare unreasonable or unsafe.

Where practicable, we will provide written reasons and an opportunity for you to respond. For ordinary breaches that can reasonably be remedied, we will normally give written notice and a reasonable opportunity to resolve the matter before termination.

9.4 Non-payment

Where fees remain outstanding, we may take proportionate action in accordance with clause 6. Any suspension or termination must be lawful, fair and consistent with the applicable funding arrangements.

9.5 Welfare and safeguarding

We may take urgent action where reasonably necessary to protect the welfare of your child, other children or staff. We will act in accordance with our safeguarding policies and applicable legal and regulatory requirements.

9.6 Fees on termination

Fees properly due for privately paid sessions up to the termination date will remain payable in accordance with this Agreement.

Any prepaid amounts, refunds, outstanding balances or adjustments will be calculated fairly and in accordance with the agreed arrangements and applicable law.

10. Safeguarding and Welfare of Children

10.1 Safeguarding responsibilities

We will take reasonable and appropriate steps to safeguard and promote your child's welfare in accordance with the Early Years Foundation Stage statutory framework, applicable safeguarding requirements and our policies.

10.2 Referrals to relevant authorities

Where we have safeguarding concerns, we may be required to share information with children's social care, the police, Ofsted or another relevant authority.

In exceptional circumstances where necessary to protect a child or comply with our legal duties, we may make a referral without first informing the parent or carer. We will act in accordance with applicable safeguarding guidance and legal requirements.

10.3 Appropriate physical contact

You acknowledge that appropriate physical contact may be necessary to provide comfort, assist with personal care, administer first aid, maintain safety or support your child's health and welfare.

Any such contact will be appropriate to the child's needs, age, circumstances and dignity, and will be consistent with our safeguarding and care policies.

10.4 Behaviour management

We will support children's behaviour using appropriate, positive and developmentally suitable approaches.

We will not use inappropriate punishment or any practice prohibited by applicable childcare requirements. Further details are set out in our Promoting Positive Behaviour Policy.

10.5 Confidentiality

We will handle information about your child and family sensitively and confidentially, subject to our legal obligations and the need to protect children and others.

Confidential information will only be disclosed where there is an appropriate lawful basis, including where necessary for safeguarding, medical care, regulatory compliance or the administration of the Nursery's services.

Nothing in this Agreement prevents you from making a lawful complaint, reporting a safeguarding concern, contacting a regulator, obtaining legal advice or making another disclosure protected by law.

10.6 Items supplied by parents

You must provide suitable spare clothing for your child and, where applicable, nappies, wipes, creams and other personal care items reasonably needed for their care.

For bottle-fed babies, you must provide the agreed formula or feeding supplies in accordance with our infant feeding and food safety procedures.

We will explain any specific requirements based on your child's needs. Any charge for consumables will be dealt with in accordance with clause 7 and applicable funding rules.

11. Food and Dietary Requirements

11.1 Dietary needs and allergies

Please provide complete and accurate information about your child's dietary requirements, allergies, intolerances and any medically diagnosed condition affecting food or drink.

We will work with you, as far as reasonably practicable, to plan suitable meals and snacks and to manage identified risks.

Where appropriate, we may request written medical information or an individual healthcare or allergy plan.

11.2 Menus and allergen information

Menus will be made available for inspection, together with relevant allergen information.

We will take reasonable steps to manage food allergies and dietary requirements in accordance with our food safety procedures and applicable requirements. No environment can be guaranteed to be entirely free from every allergen, and we will discuss any material risks with you.

11.3 Meals supplied by the Nursery

Meals and snacks may be purchased from the Nursery at the applicable published price.

For funded sessions, purchasing meals is optional and is not a condition of accessing the funded entitlement.

11.4 Food brought from home

Parents may request to provide suitable food from home instead of purchasing meals from the Nursery.

Packed lunches must be agreed in advance with management so that appropriate food safety, storage, supervision and allergy arrangements can be considered. We may impose reasonable requirements concerning the type, packaging, labelling and storage of food.

We will explain any restrictions and discuss reasonable alternatives where a proposed food arrangement presents a safety concern.

The Nursery will not heat food brought from home unless a specific arrangement has been agreed in advance. Please see the nursery Policies for full details.

11.5 Nut-Free environment

The Nursery aims to maintain a nut-free environment because of the potential seriousness of nut allergies.

Parents must not knowingly bring nuts, nut-containing foods or products that breach our current allergy safety instructions into the Nursery. We may issue reasonable instructions about food packaging and personal care products where necessary to reduce allergy risks.

Please inform us of any product containing nut oils or other relevant allergens that may come into contact with your child.

12. Complaints and Concerns

12.1 Raising a concern

If you have a concern or complaint, please raise it initially with the supervisor in charge or your child's key person, where appropriate.

If the matter is not resolved, you may refer it to the Nursery Manager or Director.

12.2 Complaint handling

We will deal with complaints fairly and as promptly as reasonably practicable, following our Complaints and Compliments Policy.

We will explain the process, record relevant details, investigate the concern and communicate the outcome in accordance with the policy and applicable requirements.

12.3 External complaints

Where appropriate, you may contact Ofsted, Birmingham City Council or another relevant authority. We will provide relevant contact details on request.

Nothing in this Agreement restricts your right to make a lawful complaint or raise a safeguarding concern.

13. Data Protection and Privacy

13.1 Personal information

We collect and process personal information about you and your child, which may include:

- Names, addresses, telephone numbers and email addresses.
- Dates of birth and relevant family or parental responsibility information.
- Emergency contacts and authorised collection arrangements.
- Health information, allergies, disabilities and dietary requirements.
- Photographs, CCTV footage, and records relating to care, learning and development.
- Attendance, funding, billing and administrative records.

Some of this information may constitute special-category personal data under data protection law.

13.2 Purposes of processing

We process personal information where necessary to provide childcare, safeguard and care for your child, administer medical assistance, maintain care and development records, manage funding and payments, comply with legal and regulatory obligations and support appropriate staff training.

We will identify the applicable lawful basis for processing and, where required, the additional condition for processing special-category data in our Privacy Notice.

13.3 Sharing information

We may share relevant personal information where lawful and necessary with:

- Local authorities and government funding bodies.
- Children's social care, health professionals and emergency services.
- Other childcare or educational settings where appropriate and lawful.
- Third-party service providers processing information on our behalf.
- Courts, regulators or public authorities where required or permitted by law.
- Employers or education providers where relevant to an agreed childcare benefit and lawful disclosure.

We will limit information sharing to what is reasonably necessary for the relevant purpose and comply with applicable data protection requirements.

13.4 Storage and security

We maintain appropriate organisational and technical measures to protect personal information against unauthorised access, loss, misuse or disclosure.

Records may be held in secure physical storage or secure electronic systems, with access limited to authorised personnel and others who need access for legitimate purposes.

13.5 Privacy Notice and individual rights

Further information about our lawful bases, retention periods, data sharing, photographs, individual rights and contact arrangements is provided in our Privacy Notice, available from reception or on request.

You may exercise your applicable data protection rights in accordance with the Privacy Notice and relevant law.

14. General Provisions

14.1 Personal belongings

You should clearly label your child's belongings and avoid bringing unnecessary valuables or toys into the Nursery.

To the extent permitted by law, we are not responsible for loss of or damage to personal belongings brought to the Nursery, except where the loss or damage results from our negligence, breach of duty or other circumstances for which we are legally responsible.

14.2 Limitation of liability

Nothing in this Agreement excludes or restricts liability for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any other liability that cannot lawfully be excluded or restricted.

Subject to the foregoing, we will only be liable for loss or damage in accordance with applicable law and the terms of this Agreement.

14.3 Changes to this Agreement

We may amend this Agreement where reasonably necessary to comply with changes in legislation, regulations, statutory guidance or regulatory requirements. We will notify parents of the changes and their effective date as soon as reasonably practicable, and in advance where practicable.

For other material changes, we will normally provide at least one calendar month's written notice, explaining the change and its effect. Any changes will remain subject to applicable consumer law, funding requirements and your statutory rights.

14.4 Policies

Policies referred to in this Agreement are available from reception or on request. We will identify the relevant policies and provide access before or when they are needed.

We may update our policies to reflect changes in law, guidance or operating procedures. Where a change materially affects your contractual arrangements, we will explain the implications and provide notice where appropriate.

14.5 Entire agreement

This Agreement, the Registration Form, the confirmed booking arrangements, any applicable funding declaration and any written variations agreed between the parties form the agreement between you and the Nursery concerning the provision of childcare.

Nothing in this clause excludes any representation, right or remedy that cannot lawfully be excluded.

14.6 Severability

If any provision of this Agreement is held to be unlawful, invalid or unenforceable, that provision will be treated as modified or severed to the minimum extent necessary, and the remaining provisions will continue to apply where legally possible.

14.7 Governing law and jurisdiction

This Agreement is governed by the law of England and Wales. The courts of England and Wales will have jurisdiction, subject to any applicable legal rules protecting consumers' rights to bring proceedings.