47-49 Charlotte Road, London, EC2A 3QT

N Family Club Customer Agreement

By accepting the place detailed in your offer letter and paying the deposit to secure your place at N Family Club, you acknowledge that you are committing to both the plan and start date detailed in your offer letter and are agreeing to our terms of service (**terms**), copies of which are set out below.

Pricing structures, opening hours and flexibility differ between nurseries. The specific nursery information is set out in the Fee Sheet PDF attached to your offer letter (as well as on our website (www.nfamilyclub.com/fees) (**Fee Sheet**).

Important terms to consider (see below for our full Terms and Conditions)

Core plan

- The minimum plan we offer will be stated clearly on the nursery's Fee Sheet. Every plan must include either a Monday or Friday.
- All of our availability is pre-packaged to balance attendance across the week. Should you wish to change your plan you will need to request a 'plan swap'. Increases and decreases to your plan are not guaranteed as they are dependent on another plan being available
- We do not allow plan exchanges between families or between siblings.
- If you do not attend nursery you are still charged. This covers all Bank Holidays and INSET days, as well as any days you are on holiday or your child is unwell.
- Please refer to your nursery Fee Sheet for information on your nursery opening hours and any periods of closure.

Cancellations & Notices

- If you cancel your place less than 3 months prior to your agreed start date, we will not be able to refund either your place acceptance fee or your joining fee, and you will be liable for any fees over and above the value of the place acceptance fee, that are payable during the 3 month notice period. Please refer to your nursery Fee Sheet for the relevant charges.
- After your child has started their place at N Family Club, we will require 2 months notice in writing for any subsequent changes or cancellation of your plan. You will be liable for all fees payable during the 2 month notice period.
- If you are accepting a place for a nursery which is yet to open, please note that the Joining Fee and Place Acceptance Fee remain fully refundable until 48 hours after the pre-opening Open Day. We would need to receive written instructions from you within 48 hours of the Open Day, should you no longer wish to continue with your place.
- As required by law all families have the right to change their mind within 14 days and receive a full refund. The 14 days begin once a place is accepted and payments have been received.

Sibling places

- Whilst we prioritise sibling places, we cannot guarantee these.
- Sibling places will most commonly be offered in our annual August/September intake. Aside from this, availability will depend on notices received from existing families. As a result, we cannot predict or guarantee when/if a mid-year place may become available.

CCTV

- We operate CCTV within our nurseries to provide a safer and more secure environment for the benefit of children, their families, and the team. In compliance with our policy and ICO guidance, the footage is only viewed and retained in cases of accidents or incidents requiring investigation and is otherwise deleted after 31 days.
- A copy of our privacy policy is available on our website, here: https://nfamilyclub.com.

Bags & Buggies

- To manage our storage and create space for everyone, we ask that your buggy is no bigger than 55 x 45 x 70cm when folded. Please see the following examples for reference: Cybex Eezy S, Babyzen YOYO, Britax Pushchair.
- So that we have space to accommodate all of our families, all nursery bags must fit into the children's cubby holes.

Refunds

- In the event a refund is due, this will be processed as soon as possible via the original payment method (unless you are exercising your 14 day right to cancel, in which case refunds will be processed within 14 days of notification). Please note funds will take 5-10 working days to reach your account.

Status of offers and ongoing placement at N Family Club

- Any offer of a place at N Family Club we make is discretionary and based entirely upon the information you have provided to us. Your child's place at N Family Club is subject to review and we reserve our right to withdraw that place in the circumstances set out in our terms.

Funded hours

- Please see the additional funding terms, set out at Appendix 2, for further information relating to the use of Government funded hours to support with the payment of your nursery fees.

Special Educational Needs and/or Disabilities (SEND)

- Please refer to the additional SEND terms, set out at Appendix 3, for more information regarding special educational needs and disabilities, along with details about our ongoing monitoring of children's development and well-being.

Please sign and date below to proceed.

N FAMILY CLUB TERMS AND CONDITIONS

Please read the following important terms before signing our Customer Agreement.

1. INFORMATION ABOUT US AND HOW TO CONTACT US

Who we are: We are N Family Club, a group of companies registered in England and Wales. Depending on which nursery your child attends will determine which entity you are contracting with. Please check the "Company Information and how to contact us" section of the policies page on our website, which can be found at www.nfamilyclub.com/policies. Any reference to "N" throughout these terms is a reference to the relevant entity providing the nursery services to you.

How to contact us: You can always pop into, or call, your chosen nursery and speak to one of the team. Alternatively, you can message us using the N App or write to us at:

N Family Club, Support Office, 1st floor, Charlotte House, 47-49 Charlotte Road, EC2A 3QT

Please check the "Company Information and how to contact us" section of the policies page on our website, which can be found at www.nfamilyclub.com/policies.

How we may contact you: If we have to contact you we will do so by telephone or by writing to you at the email address you provided to us when registering with us.

2. THESE TERMS

What these terms cover: The following terms relate to the contract between us and you for your child's nursery place with us.

Why you should read them: Please read these terms carefully before you sign the attached Customer Agreement. These terms tell you about who we are, how to apply for a nursery place, the nursery services we provide, how you (and how we) may cancel/amend your child's place, our fees and payment, Government funding terms and other important information.

Additional terms that will apply to you: These terms refer to the following additional terms, which also apply to our contract with you:

- Our Privacy Policy (see further information under section 15);
- Our wider Policies; and
- Government funded hours terms (found at the end of these terms)

3. HOW TO APPLY FOR A PLACE WITH US

Admissions procedure: In order to register your child with us, please contact our Admissions team via our website, or directly on 020 3865 7402. Our team will explain the information we need to know about your child before we can offer them a place at N Family Club. That information is described in the paragraph below. Once you have provided and we have assessed this information, we will determine whether we are able to offer your child a place at N Family Club. If we are able to do so, our Admissions team will then send you your offer letter by email which shall confirm your chosen nursery plan, start date and associated fees. That email will also include two links. One link will take you to your Customer Agreement which will contain these terms. The second link will take you to our payment portal where you can pay the relevant fees.

Information we will need to know: We will need to know certain information about your child including: date of birth, medical conditions, the month and year that you would like them to start and for how many days a week you would like them to attend. Once your place has been secured (in accordance with and subject to these terms) we will require a copy of your child's birth certificate.

Status of your child's offer and ongoing place at N Family Club: Any offer we make of a place at N Family Club for your child is discretionary and based entirely upon the information you provide to us and/or the information we receive and obtain during the course of your child's nursery care at N Family Club. Your child's place at N Family Club is subject to review and we reserve our right to request further information and where necessary withdraw your child's place in the circumstances described at section 10 (*Our rights to withdraw your child's nursery place*) below.

4. OUR WAITING LIST

How to join our waiting list: If a place is not immediately available for you you can join our waiting list. You will be required to pay a refundable waiting list registration fee (**Waiting List Registration Fee**). Once your payment has been received you will be sent an email confirming that you are on the waiting list. Once you have accepted a place, the refundable Waiting List Registration Fee will become your non-refundable joining fee (which covers administration costs including your welcome pack and settling in sessions) (**Joining Fee**). On accepting a place you will also be asked to pay a place acceptance deposit, which will be deducted from your final invoice (**Place Acceptance Fee**).

If you decide to leave the waiting list, your Waiting List Registration Fee will be refunded in full. Please refer to your nursery Fee Sheet for the relevant fees, pricing structures, flexibilities and opening hours as these differ between nurseries. The specific nursery information is set out in the Fee Sheet PDF attached to your offer letter (as well as on our website (www.nfamilyclub.com/fees) (**Fee Sheet**).

How is availability assessed?: Availability is assessed on an ongoing basis taking into account any leavers or room moves. We will inform you if a place becomes available. If your child does not receive a place to start at the requested time, they will remain on the waiting list until a place becomes available or until you request for them to be removed and your Waiting List Registration Fee refunded.

How we offer places: Places are offered based on the following order of priority: (1) Existing children looking to increase sessions, (2) Siblings of existing children, (3) Existing children transferring to another location (4) The date of registration to the waiting list, in conjunction with whether your stated preferences matches the available space.

WHEN A CONTRACT FOR NURSERY SERVICES WILL BE FORMED BETWEEN US

Offer letter: Once we have completed our admissions procedure as described at section 3 above and are satisfied that we can offer your child a nursery place, we will send you an offer letter that will confirm the details of your child's nursery place and incorporate these terms. The offer letter will also detail the agreed start date. Once you have received your offer letter we ask that you agree to that letter, these terms by e-signing the Customer Agreement. You will also be asked to pay the Place Acceptance Fee and Joining Fee by using our online portal. That Place Acceptance Fee will be deducted from your final month's invoice. If you are receiving an offer

from being registered to the waiting list, at the point you accept a place, your refundable Waiting List Registration Fee will become a non-refundable Joining Fee.

If you are accepting a place for a nursery which is yet to open, please note that the Joining Fee, and Place Acceptance Fee remain fully refundable until 48 hours after the pre-launch Open Day. We would need to receive written instructions from you within 48 hours of the Open Day, should you no longer wish to continue with your place. If we do not hear from you within this period we will presume that you are continuing to join N Family Club and standard cancellation terms will apply.

Acceptance deadline:

When you are offered a place at a nursery which is yet to open, you will be given 48 hours to accept the place, otherwise we will offer it to the next family on our waiting list.

When you are offered a place at an open nursery, you will be invited to tour and following your visit will be given 48 hours to accept the place. Please note that tours must be booked to take place the same week and will be offered dependent on the nursery teams availability. If you do not accept within 48 hours we will offer the place to the next family on our waiting list.

How to pay: The Joining Fee and Place Acceptance Fee will need to be paid directly into our bank account via our online payment portal (of which you will have received a link when registering).

Contract formation: Upon receipt of your Place Acceptance Fee and signed Customer Agreement we will confirm if your nursery place sessions are secure (i.e. accepted by us). At this point a contract will be formed between us and you and you will be committed to the start date, terms of the offer letter, the Customer Agreement, these terms and the policy documents on our website, which all form part of the agreement between us.

What next?: We will be in touch 8 weeks ahead of your child's start date to set up a convenient time for a virtual 'meet the family' visit and to schedule settling in days, which usually take place over 3 sessions in the week prior to the agreed start date.

5. NURSERY SERVICES

Our opening times: Our standard day is 8am to 6pm Monday - Friday. The nursery may offer extended hours (ranging from 7am to 7pm), however the opening hours specific to your nursery will be stated clearly on the Fee Sheet. Most N Family Club nurseries are open 51 weeks per year however your Fee Sheet will detail what applies to your nursery, and any additional closures.

Core plan: We will work with you to agree a nursery plan for your child including which days per week they will be attending nursery with us.

We require that:

- Your child must attend nursery for a minimum number of full days each week - this will be either 2 or 3 days, depending on the nursery, and will be stated clearly on the nursery Fee Sheet. Please note that we cannot make exceptions to this to offer reduced attendance.

- Your child must attend either a Monday or Friday each week.

Plan Exchanges: We do not allow plan exchanges between families or between siblings.

Closures: Please note that we are closed on Public/Bank Holidays and INSET days. You will still be charged for these days. In the event your nursery is closed between Christmas and New Year, you will not be charged for this period. This cost deduction is spread equally across the year, and reflected in each monthly invoice. Details regarding closures can be found on your nursery Fee Sheet.

Please refer to your nursery Fee Sheet for information on your nursery's opening hours and for information on any periods of closure.

Our rights to make changes to the nursery services we provide and these terms: We may change the nursery services we provide to reflect changes in relevant laws and regulatory requirements. We may also amend these terms and our Fee Sheets from time to time and if we do so we will notify you before the changes take effect. If you do not agree to any material changes, you may contact us to end the contract with us and receive a refund for nursery services you have paid for but not received.

6. SIBLING PLACES

Sibling places: Whilst we prioritise sibling places, we cannot guarantee these. In the event that you are expecting another child, please let us know as early as possible to avoid disappointment.

Plans may differ: If we are able to offer a sibling place, we cannot guarantee matching days to the elder sibling's plan. We try our best to accommodate requests where there is availability.

Sibling start dates: In the interest of transparency sibling plans will most commonly be offered in our annual August/September intake. Aside from this availability will depend on notices received from existing families and as a result we cannot predict or guarantee when/if a mid-year place may become available.

Discount: There is a discount available if you have two or more siblings in nursery at the same time. The discount is applied to the oldest child. This discount applies for as long as you have two or more children with us. Please refer to your nursery's Fee Sheet for more information about the discounts available.

7. CHANGES TO YOUR PLAN

Amending your plan: Subject to availability:

- **Permanent changes via a plan swap:** All of our availability is pre-packaged to balance attendance across the week, and create the best experience for all N Family Club children. With this in mind, should you wish to change your plan you will need to request a 'plan swap'. Please note both increases and decreases to your plan are not guaranteed as they are dependent on another plan being available for you to 'swap' on to. Where a plan swap is possible to increase your attendance we will honour this as early as possible, but for plan swaps to decrease your attendance we request 2 months written notice.

- **Start dates & deferred starts:** Start dates are subject to availability, and offered on a first come first served basis. Once agreed, any deferrals or changes to your start date are subject to availability. If we're unable to accommodate your deferral request, will we treat it as a cancellation and offer to add you to our waiting list. We cannot accept requests for deferrals less than 3 months prior to the start date as this would fall within our 3 month cancellation notice period, and cancellation fees would be payable.

- **Ad hoc extra days:** Dependent on availability, extra days can be booked provided we are notified before the requested date.

- **Emergency day swaps:** In cases of healthcare or childcare emergencies we can offer up to a maximum of 5 emergency day swaps per year, subject to availability. This day swap is to be used in the same calendar month as the absence. Bank holidays and nursery closures are exempt.

- **Flexibility:** Please refer to your nursery Fee Sheet for further detail on flexible, pay-as-you-go attendance (**PAYG**).

- **Early drop-offs:** In the event your nursery offers PAYG early drop-offs we ask that you book as far in advance as possible so that we can arrange the appropriate staffing, and no less than 24 hours before.

- **Late pick-ups:** We ask that for late pick ups, where possible, you let us know in advance - although we totally understand that sometimes meetings run over.

Additional cost: For early drop-offs and late pick-ups, the additional time will be charged on a 15 minute basis at a quarter of your standard hourly rate, on a pay as you go basis.

8. YOUR RIGHTS TO CANCEL YOUR CHILD'S NURSERY PLACE

14 day right to change your mind under the Consumer Contracts Regulations 2013

Exercising your right to change your mind: As our nursery services are bought by you either over the telephone, through exchange of emails or our online portal, you have a legal right to change your mind within 14 days and receive a refund.

How long do I have to change my mind?: You have 14 calendar days from the date in which we have confirmed your sessions are secure, after we have received your relevant joining fees and signed Customer Agreement. However, once we have started the nursery services, whilst you will still have a right to cancel during the 14 day period if this coincides, you must pay us for the services provided up until the time you tell us that you have changed your mind. After the 14 day period our standard cancellation policy will apply (please see the section headed "Your right to cancel our services after your 14 day right to change your mind has expired").

Ending the contract because of something we have done or are going to do

If you are ending a contract for a reason set out below, our contract with you will end immediately and we will refund you in full for any nursery days which have not been provided and you may also be entitled to compensation.

The reasons are:

- We have told you about an upcoming material change to our nursery services or these terms which you do not agree to;
- We have told you about an error in our fees and you do not wish to proceed;
- There is a risk that our nursery services may be significantly delayed because of events outside our control; or
- You have a legal right to cancel our nursery services because of something we have done wrong.

Your right to cancel our services after your 14 day right to change your mind has expired

Cancelling a confirmed place (more than 3 months prior to starting): Should you wish to cancel your child's place prior to starting, we ask that you inform us as soon as possible in writing. We will refund your Place Acceptance Fee if you cancel your child's place more than 3 calendar months ahead of your child starting nursery with us. Your Joining Fee will remain non-refundable.

Cancelling a confirmed place (less than 3 months prior to starting): Should you wish to cancel your child's place less than 3 calendar months prior to starting, we ask that you inform us as soon as possible in writing. We will **not** be able to refund either your Place Acceptance Fee or your Joining Fee, and you will be liable for any fees over and above the value of the Place Acceptance Fee, that are payable during the 3 month notice period.

Cancelling during term: Should you wish to cancel your child's place during term we require 2 calendar months written notice. This means our contract with you to perform our nursery services will not end until 2 calendar months after the day on which you contact us to cancel your child's place. You will be responsible for paying the fees during that time. All outstanding fees remaining will need to be paid in full cleared funds.

Leaving for reception class: For children in their final year with us before leaving for a reception class, we assume that your child's last day will be at the end of August (31st August or the last scheduled session prior to that date).

Any exceptions to this are clearly stated on your nursery Fee Sheet. To bring your child's leave date forward, you must inform us with two month's written notice.

If you would like to defer your child's entry to reception class and remain at the nursery for an additional year, we ask that you inform us in writing at the end of the prior school year.

How to tell us you want to cancel your child's place at nursery

How to notify us: Please let us know by using the messaging service available on the N App (directing your notice to the Nursery Manager). Alternatively, you may use the model cancellation form at Appendix 1, although you do not have to.

Refunding any fees owed

How we will refund you. We will refund you the fees you have paid, by the original payment method used.

When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

9. OUR RIGHTS TO CANCEL YOUR CHILD'S NURSERY PLACE

We may cancel your child's nursery place and end the contract with you if you break it.

We may end the contract at any time by writing to you if:

- You do not make any payment to us when it is due, and you fail to make payment by the third week of the month following that unpaid invoice;
- You do not, within a reasonable time of us asking for it, provide us with information about your child that is necessary for us to provide adequate nursery care to your child;
- You knowingly provide any false or inaccurate information about your child or their circumstances as part of our admissions procedure, or during the course of your child's nursery care at N Family Club; or
- You or your child's behaviour is deemed threatening, abusive or violent.

We may also withdraw your child's nursery place and end our contract with you if your child's circumstances change. As explained at section 3 (*Status of your child's offer and ongoing place at N Family Club*) above, your child's place at N Family Club is discretionary and subject to review. Should your child's circumstances change and/or should we receive information (whether directly or indirectly) to suggest that your child's circumstances have changed or will change during the course of your child's nursery care at N Family Club, which mean that we are or will no longer be able to provide adequate nursery care to your child for any reason, we may end our contract with you and withdraw your child's place at N Family Club. Where this is the case, we will try to provide you with at least one (1) months' notice of our intentions but this may not always be possible in circumstances beyond our reasonable control

and so cannot be guaranteed. If we do withdraw your child's place at N Family Club, we will refund you for any nursery services you have paid for but not received.

10. FEES

Our fees: We will notify you of the relevant fees in the offer letter we send to you and in the Fee Sheet. Our fees are calculated on the basis of the weekly charge for the sessions booked, multiplied by the number of weeks of the year that we are open and then divided by 12 (months) to create a monthly charge. Your child's fee rate will automatically change to the "over 3" rate - cited on the Fee Sheet - from 1st of the month following their third birthday. Fees include all meals, snacks, formula for infants, nappies, activities and day trips.

We provide multi-day discounts: Please refer to your nursery's Fee Sheet for more information about the discounts available.

Flexible attendance: If your nursery offers flexible attendance, extra days or PAYG hours are charged on a pro-rata basis. For early drop-offs and late pick-ups, the additional time will be charged on a 15 minute basis at a quarter of your standard hourly rate. Please refer to your nursery Fee Sheet for further detail on flexible, pay-as-you-go attendance.

Fee increases: Fee increases are based on a review of our running costs. You will always be notified ahead of any change and have the opportunity to cancel your child's place with us if you do not agree to the fee increase. You will need to inform us of your decision to cancel by the date set out in the notice and your place with us will come to an end at the end of the 2 months' notice period. Please refer to your nursery's Fee Sheet for further information.

Refunds: In the event a refund is due this will be processed as soon as possible via the method and card you used for payment (unless you are exercising your 14 day right to cancel, in which case refund will be processed within 14 days of notification). Please note funds will take 5-10 working days to reach your account.

Funded hours:

- Please refer to the Fee Sheet and the additional funding terms, set out at Appendix 2, for further details on how this is applied.

- All 3-year-old children are eligible for 15 funded hours of funding from the term (by "term" we mean the academic term, including: Term 1: 01 January to 31 March , Term 2: 01 April to 31 August, and Term 3: 01 September to 31 December, and refer to this as "Term" throughout the remainder of these terms) following their third birthday. Since all children are eligible, this will be automatically applied to your invoice, and you do not need to take any action unless asked to by a member of our team.

- Please note the number of funded hours claimable is capped in relation to the number of days you attend nursery. Families eligible for the 30 hour funding, but who attend on 2 day plans, will only be entitled to claim 20 hours of funding.

- In order to receive funded hours, it is your responsibility to provide a valid eligibility code to the nursery, before the termly headcount deadline. For information on how to apply for your eligibility code, please go to the Best Start in Life Government website. Termly headcount deadlines are set by each Local Authority and determine when early years

funding can be applied. We will share the relevant headcount deadline date with you as part of the Admissions process. To ensure your child receives funding for your chosen start date, your eligibility code must be submitted before the relevant headcount deadline. If your start date falls outside of the headcount deadline, you may only be eligible to receive funding from the following term, and our standard fees will therefore apply. This is Local Authority dependent.

11. PAYMENT

Payment deadlines: Payment is due prior to the sessions that are being invoiced and must be paid automatically. See the information page for your chosen nursery on our website for further details on the date payment will be taken, depending on your chosen method.

Methods of payment accepted: We accept payment by Direct Debit, the Tax-Free Childcare scheme and all major childcare voucher providers. Tax-Free Childcare payments must be set up as automated payments via the N App. If you pay by any other method, we will charge a £25 administration fee per payment.

Incorrect invoice: If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved.

12. LATE PAYMENT

Payment plan: We encourage you to communicate with us if you are having difficulty paying your fees as it may be possible to set up a payment plan to support you.

Charge interest: If you do not make payment to us by the due date we may charge interest to you on the overdue amount at the HSBC bank rate +2% from the due date until the date of actual payment of the overdue amount.

Suspend entry: If an outstanding balance runs into the third week of the month following an unpaid invoice without agreement being reached with you then we will be forced to suspend your child's entry to nursery. This would remain the case until an agreement is put in place.

Agent: Please note we use a third party agency to recover any unpaid fees.

13. NURSERY CLOSURE

We are not responsible for delays outside our control: In exceptional circumstances we may have to close nursery because of events outside of our control (for example transport strikes, severe adverse weather, acts of terrorism etc). If this does happen, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of such a closure. Provided we do this, we will not be liable for delays caused by the event. If, however, there is a risk of closure for long periods of time we will contact you to discuss fees.

14. POLICIES

Policies: Child protection and welfare is our highest priority. As such, we have a number of nursery policies and procedures in place which are available on our website at https://nfamilyclub.com/safety/. Please take the time to review these policies, as they form part of

these terms. If you have any issues accessing our policies, please do let us know and we will provide you with paper copies.

How we may use your personal information: We will only use your personal information as set out in our customer privacy policy, found at https://nfamilyclub.com/policies/. By signing the Customer Agreement that accompanies our terms, you confirm that you agree to the collection and processing of personal data in accordance with our privacy policy.

15. WHAT TO DO IF YOU HAVE AN ISSUE WITH THE NURSERY SERVICES

You have rights if there is something wrong with the nursery services. We honour our legal duty to provide you with nursery services that meet all requirements imposed by law, including providing the nursery services with reasonable skill and care. For detailed information about your rights, please visit the Citizens Advice website www.citizensadvice.org.uk . Nothing in these terms will affect your legal rights.

How to tell us about problems: If you have any questions or complaints about your child's time at nursery, please contact us on 020 3865 7402. Alternatively, please speak to one of the team at your chosen nursery. Please see our complaints policy available on our website at https://nfamilyclub.com/safety/.

16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We are responsible to you for foreseeable loss and damage caused by us: If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us when registering.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so:

This includes liability for:

- Death or personal injury caused by our negligence or the negligence of our team members, agents or subcontractors;
- For fraud or fraudulent misrepresentation; and
- For breach of your legal rights in relation to the nursery care we provide to your child.

17. TEAM RECRUITMENT BY FAMILIES - NON-SOLICITATION CLAUSE

No inducement to leave employment: We invest considerable time and care in recruiting and developing our nursery team. To help us maintain a consistent and high-quality environment for all N Family Club children, we kindly ask that you do not directly approach or offer employment to our team members outside of the nursery setting, if such employment would result in that team member resigning from their role at the nursery.

18. OTHER IMPORTANT TERMS

Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Which laws apply to this contract and where you may bring legal proceedings: These terms are governed by English law and you can bring legal proceedings in respect of the nursery care we provide in the English courts. If you live in Scotland you can bring legal proceedings in respect of the nursery care we provide in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the nursery care we provide in either the Northern Irish or the English courts.

Appendix 1
Model Cancellation Form

(Complete and return this form only if you wish to withdraw from your contract with us)

To [COMPANY'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX NUMBER AND E-MAIL ADDRESS]

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*]/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

Appendix 2
Funded Hours Additional Terms

The below additional terms apply if you are eligible and choose to use Government funded hours to support with the payment of your nursery fees.

Important terms to consider when using funded hours:

1. Acceptance of Placement:
By accepting a partially funded place for your child at N Family Club, you acknowledge and agree to comply with these additional funded hours terms (which apply in addition to, and form part of, our general terms set out above).

2. Accepted Early Years Funding:
N accepts funding provided by the Government, including the provision for 15 hours or 30 hours of childcare support for eligible children. Eligible families utilising this funding must adhere to the terms outlined herein.

3. 15 Hours Childcare Allocation:
The 15 hours of childcare support are allocated in accordance with Government guidelines. N Family Club operates 51 weeks per year. The 15 hour funding is therefore stretched across this period, meaning 11.18 hours is available per week. Funded hours will incur additional, associated costs which will be charged based on your child's age and confirmed to you in writing. These costs relate to food, non-food consumables and extracurricular activities, none of which are covered by Government funding. Any additional childcare hours, outside of the funded hours, will be subject to the private standard fees and associated costs outlined by N Family Club.

4. 30 Hours Childcare Allocation:
The 30 hours of childcare support are allocated in accordance with Government guidelines. N Family Club operates 51 weeks per year. The 30 hour funding is therefore stretched across this period, meaning 22.35 hours is available per week. Funded hours will incur additional, associated costs which will be charged based on your child's age and confirmed to you in writing. These costs relate to food, non-food consumables and extracurricular activities, none of which are covered by Government funding. Any additional childcare hours, outside of the funded hours, will be subject to the private standard fees and associated costs outlined by N Family Club.

5. Interim Fees:
Government funding is applied the Term after your child's birthday. Depending on the timing of their birthday, there may be an interim period where you continue to receive the previous funding until the new funding takes effect ("**Interim Fees**"). The Interim Fees are dictated by the Government funding rules and are detailed on our website.

6. Parental Responsibilities:
You are responsible for providing accurate information required for both early years funding eligibility and the allocation of the 15 or 30 hours childcare (e.g. your funding code / National Insurance number). You must notify your nursery promptly of any changes in circumstances affecting funding or eligibility for childcare support.

7. Billing and Payment:
N Family Club will invoice you for any additional fees not covered by the early years funding. This includes fees for additional childcare hours beyond the 15 or 30 funded hours, as well as the

additional costs relating to food, non-food consumables and extracurricular activities, which are not covered by the funding, as mentioned above.

8. **Funding Changes:** In the event of changes to the funding structure or regulations, N Family Club reserves the right to adjust fees accordingly. You will be notified in advance of any changes and will have the right to cancel your child's place. You will need to provide 2 months' written notice of your decision to cancel, and you will be liable for all fees payable during the 2 months' notice period.

9. **Withdrawal from Funding:** We will notify you in advance if, for any reason, N Family Club withdraws from the funded hours scheme, and you will have the right to cancel your child's place. You will need to provide 2 months' written notice of your decision to cancel, and you will be liable for all fees payable during the 2 months' notice period.

10. **Opting out of additional charges:** Families receiving either the 15 or 30 hours Early Years Funding have the right to opt out of the additional charges incurred during funded hours for food, non-food consumables and extracurricular activities. To do so, families must abide by our **Family-Provided Meals, Consumables and Voluntary Activities Policy** and sign our accompanying agreement.

Appendix 3
Children with Special Educational Needs and/or Disabilities (SEND) and Child Monitoring Additional Terms

The below additional terms apply to children with SEND and explain our ongoing monitoring of all children's well-being and development.

1. Parental Disclosure of Additional Needs

Upon enrolment, those with parental responsibility are required to disclose any known additional needs, developmental concerns, medical needs or diagnoses about their child. The nursery will closely monitor the child's development and individual needs to ensure that the nursery is appropriate for them. Should the nursery identify that it cannot appropriately support the child's needs, a review will be conducted to assess whether a continued place is in the child's best interest.

2. Nursery Identification of Additional Needs

As part of our educational approach, a baseline assessment will be carried out for all children within the first 6 weeks after enrollment. If, during this assessment, the nursery identifies any additional needs that were not previously disclosed by those with parental responsibility, a review will be carried out. This review will determine whether the nursery can meet the child's newly identified needs.

3. Ongoing Monitoring and Place Review

The nursery will maintain ongoing monitoring of all children's development and well-being throughout their time with us. If, at any point, the nursery identifies that a child's needs exceed the support and resources available within the nursery, the nursery reserves the right to review the child's place. In the event that the nursery is unable to provide appropriate support, alternative childcare arrangements may need to be considered in consultation with the family.

4. Communication with our Families

The nursery is committed to maintaining open and transparent communication with families regarding their child's progress and any concerns that may arise. Should any needs be identified, the nursery will work collaboratively with families to explore potential options and ensure the child's best interests are met.