



Terms & Conditions

To ensure that Little Gulls & Buoys (as defined below), is able to provide and maintain the highest standard of childcare, it is important for all Parents/Carers to read, understand and agree to the following Terms and Conditions. Whilst by its nature these Terms and Conditions have legal implications, we always act with fairness and take into account the specific circumstances before making a decision. As you will agree, the success of your child will be dependent on the partnership between Little Gulls & Buoys and our Parents/Carers. Please do not hesitate to let us know if you wish to discuss these Terms & Conditions further.

Your acceptance of our Terms & Conditions is initiated at the booking and registration stage so there is no need to sign this document but we ask that you tick on our registration form that you have read these terms and agree to them.

1. Definitions

The following words/defined terms shall be used in these Terms and Conditions "Child" means the child who has a place at the Pre-School, for the Sessions, as identified in the Registration Form;

"Complaints Procedure" means the complaints/dispute procedure of Little Gulls & Buoys, as notified to the Parent/Carer as part of the Policies;

"Contract" means the contract between Little Gulls & Buoys and the Parent(s)/Guardian(s), as governed by these Terms and Conditions and any other Policies and Procedures or other written documentation referred to in these Terms and Conditions;

"Deposit" means the deposit payable to Little Gulls & Buoys by the Parent/Carer to hold the place of the Child at the Pre-School, as specified in Little Gulls & Buoys confirmation of reservation of the Child's place in accordance with Paragraph 2;

"Little Gulls & Buoys" means Little Gulls & Buoys Ltd, a company registered in England and Wales under number 09224007 and whose registered office is at Amelia House, Crescent Road, Worthing, BN11 1QR.

"Fees" means the fees payable by the Parent/Carer to Little Gulls & Buoys in connection with the Child's place at the Pre-School and the childcare services provided, as identified on the Fee Sheet, as applicable during the term of the Contract;

"Fee Structure" means Little Gulls & Buoys' fee sheet, detailing fees, as issued by Little Gulls & Buoys from time to time during the term of the Contract;

"Funding" means the funded hours the Child receives when eligible which is paid by the local authority to Little Gulls & Buoys

"Registration Form" means the Pre-School application Registration Form completed by the Parent/Carer in connection with each Child that is to attend the Pre-School identified on the Registration Form and which is subject to these Terms and Conditions and any amendments/variation made in accordance with these Terms and Conditions;

"Pre-School" means the Pre-School operated by Little Gulls & Buoys, to which the Child will attend in accordance with these Terms and Conditions, as identified on the Registration Form;

"Pre-School Manager" means the manager at the Pre-School;

"Parents/Carers" means the Parents/Carers or person with parental responsibility for the Child, as set out on the Registration Form;

"Policies" means the policies and procedures of Little Gulls & Buoys, as issued by Little Gulls & Buoys to the Parents/Carers from time to time during the term of this Contract;

"Services" means the services to be performed by Little Gulls & Buoys in connection with this Contract, including the provision of childcare and related educational services, as described in these Terms and Conditions and as may be detailed on the Fee Structure;

“Sessions” means the sessions run at the Pre-School, generally being morning or afternoon sessions, as detailed on the Registration Form;

“Start Date” means the start date, or anticipated start date, of the Child at the Pre-School, as set out on the Registration Form, and as further detailed in Paragraph 6.

2. Application and Deposit

2.1 In order for the Parent/Carer to book a Child’s place with the Pre-School, the Parent/Carer shall be required to pay the Deposit (unless waived by Little Gulls & Buoy) to the Pre-School and sign the Registration Form, to confirm that the Parent/Carer wishes to book a Child’s place with the Pre-School, on these Terms and Conditions. If the Parent/Carer pays the Deposit to secure a Child’s place with the Pre-School, then the Parent/Carer shall be deemed to have accepted these Terms and Conditions in full, even if they do not send back a signed Registration Form. The Deposit may be either a refundable agreed sum deposit or the first month’s fees.

2.2 Little Gulls & Buoy will accept a Parent/Carer’s offer to book a Child’s place with the Pre-School, at its discretion and in accordance with its Admissions Policy. A Contract for the provision of the childcare services by Little Gulls & Buoy at the Pre-School shall only come into existence once the Parent/Carer has paid the Deposit and accepted these Terms and Conditions in accordance with Paragraph 2.1, and signed the Registration Form. Little Gulls & Buoy will confirm in writing (including by email) that Little Gulls & Buoy has accepted the Parent/Carer’s offer and the Child can have a place at the Pre-School.

2.3 On the acceptance of the offer of a place at the Pre-School in accordance with Paragraph 2.2 and payment and Deposit, the Contract shall come into existence between Little Gulls & Buoy and the Parents/Carers. The Deposit is non-refundable if the Child does not start with the Pre-School as anticipated. The Deposit if a set lump sum is not deductible from the first month’s Fees and the Parent/Carer is responsible for paying the Fees from the Start Date, in accordance with Paragraph 3 below.

2.4 Provided all other Terms and Conditions of this Contract have been complied with by the Parent/Carer during the term of the Contract, the Deposit will be returned to the Parent/Carer upon termination of the Contract in accordance with Paragraph 6 by way of deduction on the final invoice for Fees issued by Little Gulls & Buoy. If the Deposit is greater than the final invoice amount then Little Gulls & Buoy will deduct the deposit from the final two invoices.

3. Fees and Payment

3.1 Payment of Fees for the Child’s attendance at the Pre-School shall be made by the Parent/Carer on a monthly basis, in advance, by bank transfer or other agreed means of payment to include Childcare vouchers, by the last day of the month. Failure to pay the full amount by the due date will result in an immediate late payment fee of £15 and a charge of £5.00 per additional day that the payment remains outstanding to cover administration charges.

3.3 All Fees are subject to an annual review; however Little Gulls & Buoy reserves the right to increase the Fees at other times upon giving one calendar month’s written notice to the Parents/Carers.

3.4 Full payment of Fees is required even if the Child is absent from Pre-School due to illness or personal holiday.

3.5 A discount is offered to siblings of children already attending the Pre-School. When a second child joins the Pre-School the first child will receive a 5% discount on their fees for two or less sessions and greater for more sessions. A 2% discount will be applied in a similar manner for any further siblings joining the Pre-School. Any discounts offered will be confirmed in writing by Little Gulls & Buoy at the time Little Gulls & Buoy issues its confirmation of booking of places of additional children at the Pre-School. Discounts will not be applied on funded fees.

3.6 If a Parent/Carer wishes to change the Pre-School Sessions that their Child attends they must request this in writing to the Pre-School Directors. If the request is to reduce the number of Sessions, two calendar month’s written notice is required before the reduced Fees apply to the reduced number of Sessions. Failure to provide notice will render the Parent/Carer liable for two calendar month’s fees for the cancelled Sessions. All other requests will be accommodated as and when the availability arises (if possible) and will be charged from that date.

3.7 If extra one-off Sessions are booked by a Parent/Carer with the Pre-School, these will be invoiced by Little Gulls & Buoy in the following month’s invoice and payable in accordance with Paragraph 3.1.

3.9 The Fees include the charges for the Services, together with the provision of food/refreshments, outings, consumables (e.g., paint, colouring materials and activities at the Pre-School, wipes and suncream), classes and all activities

3.10 The Fees do not include the holding of the Child after the end of a Session when no Parent/Carer arrives to collect the

Child or damage to property caused by the Child.

3.11 Funded hours are provided free of charge and a subsidy is paid from the local authority to Little Gulls & Buoy for these hours. A session rate still applies for sessions that include funding, this covers any unfunded hours as well as food and refreshments and consumables which are not included in the rate given by the local authority. A separate set of terms and conditions are to be signed for parents using '30 hours funding' and are provided at the start of each term along with the local authority's declaration form for parents to complete and sign.

4. Services

4.1 Little Gulls & Buoy shall provide the Services with all reasonable skill and care and in accordance with applicable laws and accepted industry practice, standards and guidelines.

4.2 The Parent/Carer acknowledges that Little Gulls & Buoy can only perform the Services to its best ability if the Parent/Carer provides Little Gulls & Buoy with all relevant information relating to the Child and complies with its responsibilities as set out in paragraph 5 below. Little Gulls & Buoy shall therefore not be liable in relation to any delay, non-performance or incorrect performance of the Services where this has been based on information provided by the Parent/Carer and/or the Parent/Carer not complying with its responsibilities set out in these Terms and Conditions.

4.3 Little Gulls & Buoy reserves the right to alter the manner in which the Services are provided over the term of the Contract. If such alteration would have a significant impact on the Services provided then Little Gulls & Buoy shall provide written notice of such a significant change to the Parent/Carer.

4.4 Little Gulls & Buoy shall be entitled to use the information provided to it by the Parent/Carer, in accordance with Paragraph 17 below for the purposes of registering/maintaining its registration as an early years provider, as required by the relevant authorities.

4.5 The Policies of Little Gulls & Buoy shall be incorporated into this Contract, as if attached to these Terms and Conditions. If these Policies are varied from time to time by Little Gulls & Buoy, then the Parent/Carer will be notified by email and all policies are made available on the website or available on request at the setting.

5. Parent/Carer responsibilities

5.1 The Parent/Carer shall provide to Little Gulls & Buoy with all relevant information relating to the Child, in the Registration Form. This will include but not be limited to the Child's dietary needs, allergies, whether the Child can participate in activities run by the Pre-School and behavioural issues, religion, medical history and current health and any prescribed medication that needs to be given whilst at Pre-School with instructions, details of emergency contacts and contact details for the Child's doctor, information relating to special educational needs, disabilities or additional support requirements and contact details of other professionals working with the Child.

5.2 The Parent/Carer shall also provide updates to the information detailed in Paragraph 5.1 above to Little Gulls & Buoy if such information changes. The Parent/Carer acknowledges that if this information is not updated, or there is a delay in updating it to Little Gulls & Buoy, then Little Gulls & Buoy may not be able to provide the Services and shall therefore not be liable in the event that the Services cannot be provided in accordance with these Terms and Conditions.

5.3 Where Little Gulls & Buoy receives instructions or information from one Parent/Carer, where more than one Parent/Carer is listed on the Registration Form, this shall be deemed as instructions or information from both Parents/Carers on the Registration Form and authority for Little Gulls & Buoy to act in accordance with those instructions or information. Little Gulls & Buoy shall not be liable in any way in respect of its actions in accordance with the instructions or information where this is not agreed to between the Parents/Carers and this is entirely a matter between the Parents/Carers to resolve between them.

5.4 The Parent/Carer shall ensure that the Child is brought to the Pre-School in accordance with the opening hours and collected prior to the end time of the Child's Session, as detailed in the Registration Form or as agreed between the Parent/Carer and the Pre-School Manager.

5.5 The Parent/Carer is responsible for ensuring all consent forms, including those for trips and classes, are read, understood and signed. Risk assessments are available on request.

5.6 The Parent/Carer is responsible for paying the Fees due under this Contract.

- 5.7 The Parent/Carer is responsible for providing accurate information to allow Little Gulls & Buoy to receive funding from the local authority for the funded hours the child is eligible for. Information provided on funding forms will be used to apply for the funding and any sessions regularly not attended that result in Little Gulls & Buoy having the

funding withdrawn will be the responsibility of the Parent/Carer to pay for. The Parent/Carer must tell Little Gulls & Buoys of any changes in their working hours or circumstance that may their eligibility for 30 hours funding.

6. Cancellation/termination of Contract

6.1 After the application has been accepted by Little Gulls & Buoys in accordance with Paragraph 3, then the Parent/Carer cannot cancel the booking unless in accordance with Paragraph 6.2. If a Parent/Carer wishes to cancel a booking for a Child's place at the Pre-School after Little Gulls & Buoys has issued its written confirmation of a place in accordance with Paragraph 3 then the Parent/Carer shall forfeit their Deposit. Little Gulls & Buoys shall be entitled to withhold its acceptance of the Parent/Carer's application and the Parent/Carer may withdraw its offer to book a place at the Pre-School at any time up to Little Gulls & Buoys issuing its written confirmation of acceptance of the Parent/Carer's application for a place for their Child at the Pre-School.

6.2 After the Contract is formed between the parties in accordance with Paragraph 3, the Child's Start Date may only be deferred by the Parent/Carer by a maximum of one month. Requests to defer the Child's Start Date should be made in writing to the Pre-School Directors.

6.3 After the Contract is formed between the parties in accordance with Paragraph 3, either party may terminate this Contract by giving two calendar month's notice in writing to the other. During that two month period, the Pre-School undertakes to continue to admit the Child and the Parent/Carer undertakes to pay all Fees due. In the event of the Parent/Carer failing to pay all Fees as they fall due, then in addition to the other remedies available to Little Gulls & Buoys under these Terms and Conditions, the Child's place can be immediately withdrawn and the Pre-School shall be entitled to serve a formal demand for payment of such monies and may refuse entry of the Child onto the Premises.

6.4 In the event of the Parent/Carer giving notice of withdrawal of the Child and immediately withdrawing the said Child from the Pre-School, then there shall be two calendar month's Fees in lieu of notice. Failure by the Parent/Carer to provide two calendar month's notice or any notice at all shall render the Parent/Carer liable to pay Little Gulls & Buoys for two month's Fees.

6.5 Notice of termination must be in writing to the Pre-School Directors at the registered address of Little Gulls & Buoys Ltd or by email.

6.6 If in the reasonable opinion of the Pre-School Manager or person of similar standing or authority it is considered that the continued presence of the Child is detrimental to the health, safety or well-being of the Child, other children in the Pre-School or to Little Gulls & Buoy's employees, then Little Gulls & Buoys may serve notice to the Parent/Carer requiring the Child to be immediately removed from the Pre-School and the requirement for two calendar months' notice as referred to in Paragraph 6.3 above shall still apply. Behaviour that would constitute an issue entitling Little Gulls & Buoys to invoke this paragraph would include (but is not limited to) assault (either verbal or physical) of a member of Little Gulls & Buoys staff or another child or Parent/Carer or any comments (written or oral) which could damage the reputation of Little Gulls & Buoys, or where the Child does not comply with any reasonable instructions of the staff at the Pre-School, and/or the Child acts or behaves unreasonably or in an offensive manner, and causes harm or is likely to cause harm to other children, Parents/Carers of members of staff of Little Gulls & Buoys.

6.7 Little Gulls & Buoys shall also be entitled to terminate the Contract immediately on written notice to the Parent/Carer if:

1. the Parent/Carer commits a material breach of the terms of the Contract and fails to remedy that material breach, if capable of such remedy, within 14 days of notice of such material breach; or
2. The Parent/Carer becomes bankrupt or insolvent.

6.8 In the event of termination of this Contract, there shall be no refund of a Deposit or other Fees paid if the Contract is terminated in accordance with Paragraph 6.1 where cancellation is issued after the confirmation notice has been issued, or in accordance with Paragraphs 6.7 or 6.8.

7. Liability

7.1 Little Gulls & Buoys shall not be liable to the Parent/Carer and/or the Child for any loss of business, loss of contracts, loss of profit or income or depletion of goodwill, loss of financial gains, in each case whether direct or indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this Contract.

7.2 Little Gulls & Buoys does not attempt to exclude or limit its liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation, or for any other liability that cannot be limited or excluded as a matter of law.

7.3 Subject to Paragraphs 7.1 and 7.2, Little Gulls & Buoy's will compensate the Parent/Carer for any loss or damage the Parent/Carer and/or Child may suffer if Little Gulls & Buoy's fails to carry out duties imposed on it by law (including if Little Gulls & Buoy's causes death or personal injury by its negligence) unless that failure is attributable to:

1. the Parent/Carer or the Child's own fault;
2. a third party unconnected with the provision of the Services under this Contract; or
3. events which Little Gulls & Buoy's could not foresee or forestalled even if we had taken all reasonable care.

7.4 Any direct losses that Little Gulls & Buoy's may be held liable for shall not exceed the amount of Fees paid or payable by the Parent/Carer in the period of twelve months prior to the date any such liability is incurred, under these Terms and Conditions.

7.5 Little Gulls & Buoy's shall not be liable to the Parent/Carer and/or the Child for any losses due to circumstances beyond its reasonable control in accordance with Paragraph 8 below.

8. Force majeure

8.1 Little Gulls & Buoy's shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, adverse weather conditions, which may include flooding or snow, the outbreak of disease, such as the norovirus or ebola, damage to ability to provide utilities or failure of utilities or service providers, damage to buildings of the Pre-School and/or its contents caused by third parties, closure of the Pre-School by local authorities or other bodies with appropriate authority, prevention of access to the Pre-School due to neighbouring buildings or an event outside of Little Gulls & Buoy's control, strike or threat or terrorist action ("Force Majeure Event"). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed, provided that if the period of delay or non-performance continues for four weeks, the Parent/Carer may terminate this Contract by giving fourteen days' written notice to Little Gulls & Buoy's.

8.2 If there is a Force Majeure Event, then it is agreed that payment of the Fees by the Parent/Carer to Little Gulls & Buoy's shall be treated in the following way:

1. if the Pre-School can operate notwithstanding the Force Majeure Event, then if the Parent/Carer decides not to bring the Child into the Pre-School, then full payment of the Fees due will be required in accordance with Paragraph 3;
2. if the Pre-School cannot operate due to the Force Majeure Event, then Little Gulls & Buoy's shall charge the Parent/Carer 50% of the usual fees for those Sessions that the Pre-School cannot operate when the Child was due to attend at the Pre-School and shall be deducted from the end of month statement invoice due to be raised at the end of that calendar month in which the Force Majeure Event prevented the Pre-School from operating in accordance with this Paragraph 8.

9. Staffing

9.1 Employees are checked on commencement of their contract with Little Gulls & Buoy's through the DBS (Disbarring Service). In some cases due to the length of time that this process takes, a person may start work pending clearance provide they are at no time left looking after children on their own.

9.2 The Pre-School observes the Ofsted Statutory Framework relating to staff:child ratios. These are 2-3 years olds 1:4, 3-5 year olds 1:8 ratios and 1:13 ratios with an Early years Teacher. In practice our ratios will be more in favour of the children.

9.3 If a member of staff is asked to take a Child home from Little Gulls & Buoy's out of Pre-School hours then it is the responsibility of the Parent/Carer to ensure that the driver has appropriate insurance, that the car is roadworthy and that car seats are available. The Pre-School requires written confirmation from the Parents/Carers that this child can be taken home by a member of staff.

9.4 Parent/Carers may ask staff to babysit outside Pre-School hours. This is a contract between Parents/Carers and the member of staff and Little Gulls & Buoy's take no responsibility and accept no liability for this arrangement.

10. Non-solicitation of staff

10.1 The Parent/Carer hereby agrees that during the term of this Contract, and for the period of six months following its termination (howsoever terminated), that he/she will not seek to employ, entice away or attempt to entice away from the employment of Little Gulls & Buoy's any person or persons employed by Little Gulls & Buoy's at the date of termination of the Contract between Little Gulls & Buoy's and the Parent/Carer or any person or persons who was employed by Little Gulls & Buoy's in the six months preceding the date of termination of the Contract between the Parent/Carer and Little Gulls & Buoy's.

10.2 If notwithstanding the provisions of Paragraph 10.1 the Parent/Carer shall employ, entice away or attempt to entice away any person as therein referred to then he/she shall indemnify Little Gulls & Buoy's in respect of all costs incurred by

Little Gulls & Buoys as a result of breach of Paragraph 10.1, to include, but not be limited to, the cost of replacing the said member of staff, agency fees for cover staff, advertising costs, management time for recruitment and selection and all such other costs reasonably and necessarily incurred by Little Gulls & Buoys in replacing the member of staff, together with all legal fees and disbursements. A minimum fee of £2000 will be payable to Little Gulls & Buoys by the Parent/Carer on account of these costs.

11. Hours of opening

11.1 The Pre-School is open all year round, except for bank or public holidays and for two weeks at Christmas. On the rare occasion the rented premises are required as a polling station for voting in elections, resulting in the Pre-School closing, Little Gulls & Buoys will reimburse for the lost day by providing an alternative session at no cost.

11.2 The hours of opening are from 8am to 4pm. It is important that all children are collected by the closing time of the Pre-School as any delays will require staff to work overtime and may result in higher costs and therefore Fees for all Parents/Carers.

12. Health/Sickness

12.1 To ensure the welfare of all children and staff, Little Gulls & Buoys reserves the right to refuse admission to any Child, who in the opinion of the Pre-School Manager is too unwell to attend and refer Parents/Carers to the Policies.

12.2 If a Child is taken ill whilst at the Pre-School, every effort will be made to contact the Parent/Carer on the emergency contact numbers provided. Notification of any changes to these numbers should therefore be made to the Pre-School Manager in writing as soon as the contact details change.

12.3 Little Gulls & Buoys reserves the right to seek medical attention for a Child in an emergency. In the event of an emergency and Little Gulls & Buoys not being able to contact the Parent/Carer, or not being able to contact the Parent/Carer within a reasonable period of time, the Parent/Carer hereby provides their consent to Little Gulls & Buoys to obtain any medical and/or dental care and treatment (including the administration of anaesthetic and/or carrying out any emergency surgical procedures), unless the Parent/Carer specifically provides notice in writing to Little Gulls & Buoys that it does not wish any such treatment to be provided for the Child. If the Parent/Carer provides such written notice to Little Gulls & Buoys then Little Gulls & Buoys shall not be liable or responsible in any manner in connection with any loss, injury or other circumstances caused by Little Gulls & Buoys inability to obtain treatment or care for the Child due to the written notice of the Parent/Carer.

12.4 Parents will be informed of all accidents and incidents and will be required to sign an accident/incident form.

12.4 If a Child is suffering from, or is suspected to be suffering from a contagious illness, the Child should remain at home until a doctor has certified that the Child is fit to return to Pre-School.

12.5 The Parent/Carer also hereby provides its consent to Little Gulls & Buoys administering prescribed medicines whilst performing the Services and will not be liable for any adverse effects when administering such prescribed medicines in accordance with the instructions/information provided by the Parent/Carer in accordance with Paragraph 5.1 and/or and guidelines provided by the Child's doctor.

13. Personal safety and security

13.1 Little Gulls & Buoys cannot accept responsibility for accidents and/or injury to children before they enter, or once they have left the Pre-School.

13.2 In the interests of safety and security, Parents/Carers must not allow unauthorised people to enter the Pre-School premises (including other Parents/Carers), and must close and lock doors or security gates behind them.

14. Personal property and valuables

14.1 Little Gulls & Buoys cannot accept responsibility for the damage or loss to any personal property, such as clothing or personal toys brought into the Pre-School. It is therefore advised that items of value are not brought into Pre-School.

14.2 Little Gulls & Buoys shall from time to time request certain clothing to be provided for various activities that may be undertaken by a Child at the Pre-School on a given day. The Parent/Carer agrees to provide such indoor and outdoor clothing and shall not hold Little Gulls & Buoys liable in respect of any damage or soiling of clothing in any event.

15. Policies and Procedures

15.1 A copy of Little Gulls & Buoys' relevant Policies and Procedures is available for Parents/Carers to read at the Pre-School and on the website. This also contains details of the Complaints Procedure, which must be followed by Parents/Carers in the event of any complaint or dispute between the parties.

16. Variation

16.1 There shall be no variation of this Contract unless it is in writing and issued by Little Gulls & Buoys in accordance with this paragraph.

16.2 Employees of Little Gulls & Buoys are not authorised to bind Little Gulls & Buoys in respect of and variations of any terms of this Contract (except the Pre-School Manager who is authorised to adjust the attendance schedule of the Child at the Pre-School), or enter into agreements (be they oral or written) with the Parent/Carer as to payment schedules of current Fees or arrears of Fees (including, but not limited to, acceptance of any offer as to the payment of Fees or arrears of Fees other than in accordance with these Terms and Conditions), and/or any representation as to the rights of Little Gulls & Buoys to take legal or other proceedings.

16.3 Little Gulls & Buoys shall be entitled to update and make variations to these Terms and Conditions at any time, on providing written notice to the Parent/Carer. If the Parent/Carer does not provide written notice to Little Gulls & Buoys within two months of the issue of the varied Terms and Conditions that he or she does not accept the varied Terms and Conditions, then the varied Terms and Conditions shall be deemed to be accepted from the end of that two month period.

17. Data protection

17.1 Little Gulls & Buoys take the protection of personal data very seriously and shall only process data about the Parent/Carer, or the Child, in accordance with this paragraph and in accordance with the Data Protection Policy of Little Gulls & Buoys.

17.2 Little Gulls & Buoys will collect personal data about the Parent/Carer and the Child on the Registration Form, together with any other information that the Parent/Carer may provide to Little Gulls & Buoys in accordance with this Contract, which shall be used for Little Gulls & Buoys's administration purposes and for providing the Services under this Contract. Little Gulls & Buoys will use such personal data in order to contact the Parent/Carer about matters relating to its Services, as well as potential outings / events and other issues that may arise during a Child's registration with Little Gulls & Buoys (including contact in an emergency). Little Gulls & Buoys will also use personal data provided to forward its newsletter and email updates. Little Gulls & Buoys shall not pass personal data collected on to any other third party, unless it is necessary to do so in order for us to perform the Services and ensure the Child receives the best care possible (including in an emergency). By providing Little Gulls & Buoys with such personal data, the Parent/Carer hereby gives it/their consent to Little Gulls & Buoys using the personal data in this way.

17.3 Little Gulls & Buoys will also collect personal data about the Child, including relevant sensitive personal data, as set out in the Registration Form and any other information the Parent/Carer and/or Child may provide to Little Gulls & Buoys. The personal data collected will only be used by Little Gulls & Buoys for the purposes of performing the Services and administering a Child's registration and shall not be passed to any other third party or processed in any other manner. Little Gulls & Buoys may be required to pass some personal data about a Child to its agents or sub-contractors to enable Little Gulls & Buoys to perform the Services; however this is only on a strictly need-to-know basis. By providing Little Gulls & Buoys with a Child's personal data, the Parent/Carer gives its consent to Little Gulls & Buoys using a Child's personal data in this way.

17.4 The Parent/Carer is entitled to a copy of the information Little Gulls & Buoys holds about them and/or the Child under the Data Protection Act 1998 and Little Gulls & Buoys is entitled to charge a fee of £15 in order to provide the Parent/Carer with a copy of that information. The Parent/Carer also has the right to ask Little Gulls & Buoys to amend any incorrect data held about the Parent/Carer and/or the Child by Little Gulls & Buoys, which the Parent/Carer can do by writing to Little Gulls & Buoys at the registered address of Little Gulls & Buoys Ltd, marked for the attention of the Pre-School Manager.

18. General

18.1 If any provision contained in these Terms and Conditions is held to be illegal, invalid, void or unenforceable by any court or body of competent jurisdiction, it will be severable and will be deemed to be deleted from these Terms and Conditions and will not affect the validity of enforceability of other provisions in these Terms and Conditions.

18.2 These Terms and Conditions and any variations agreed between the parties in writing and documents referred to in these Terms and Conditions, including the Policies, constitute the entire agreement between the parties and supersede any previous agreement between the parties in relation to the subject matter of these Terms and Conditions.

18.3 Any failure or delay by Little Gulls & Buoys in enforcing or exercising any of the terms of rights or powers arising under these Terms and Conditions shall not constitute a waiver of those terms or rights or powers and shall not affect Little Gulls & Buoys's right to enforce or exercise them at some later stage.

18.4 Any notices to be served in accordance with these Terms and Conditions must be served personally or by recorded

delivery mail to the registered office address which is Amelia House, Crescent Road, Worthing, BN11 1QR. All invoices and notices served by Little Gulls & Buoys will be sent to the Parent/Carer at the address on the Registration Form or email, or at Little Gulls & Buoys' discretion, any other address that has been notified to Little Gulls & Buoys in writing. All notices to be served by the Parent/Carer shall be sent to the registered office address of Little Gulls & Buoys Ltd and such notices shall be deemed to take effect only when acknowledged by Little Gulls & Buoys in writing.

18.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

18.6 These Terms and Conditions are governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English courts.