

TERMS AND CONDITIONS

This agreement applies as between you, the User of this Web Site and Little Rainbow Nursery Ltd, the owner(s) of this Web Site. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of the Web Site. If you do not agree to be bound by these Terms and Conditions, you should stop using the Web Site immediately.

No part of this Web Site is intended to constitute a contractual offer capable of acceptance. Your booking constitutes a contractual offer and our acceptance of that offer is deemed to occur upon our sending a confirmation email to you indicating that your booking has been fulfilled and is on its way to you.

1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

“Account”	means collectively the personal information, Payment Information and credentials used by Users to access Paid Content and / or any communications System on the Web Site;
“Content”	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;
“Little Rainbow Nursery Ltd”	means Little Rainbow Nursery Ltd, 379-381 High Street, Stratford, London, E15 4QZ;
“Service”	means collectively any online facilities, tools, services or information that Little Rainbow Nursery makes available through the Web Site either now or in the future;
“Services”	means the services available to you through this Web Site, specifically daytime and evening childcare service;
“Payment Information”	means any details required for the purchase of Services from this Web Site. This includes, but is not limited to, credit / debit card numbers, bank account numbers and sort codes;
“Purchase Information”	means collectively any bookings, invoices, receipts or similar that may be in hard copy or electronic form;
“Premises”	Means our place of business located at 379-381 High Street, Stratford, London, E15 4QZ;
“System”	means any online communications infrastructure that Little Rainbow Nursery Ltd makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
“User” / “Users”	means any third party that accesses the Web Site and is not employed by Little Rainbow Nursery and acting in the course of their employment; and
“Web Site”	means the website that you are currently using www.littlerainbownursery.co.uk and any sub-domains of this site (e.g. subdomain. www.littlerainbownursery.co.uk/parentime) unless expressly excluded by their own terms and conditions.

2. **Clothing**

Little Rainbow Nursery requests that each child is provided with a complete change of clothes it is an essential component of education play that children are able to enjoy art and craft activities with for example glue, paste, paint, sand, water, etc. Inevitably children will transfer some of these materials to themselves and their clothing. We attempt as far as possible to purchase glue paste and paint which are “washable” but in practice not everything is washable off all clothing materials. Parents/carers should therefore dress their children with this in mind. Little Rainbow Nursery will accept no liability for clothing damaged while the child is at nursery.
3. **Child protection**

It is understood that the nursery is under an obligation to report to the relevant authorities any incident where we consider a child may have been abused or neglected. This may be done without informing the parent/carer. Any information given by a parent regarding their child will be treated with the utmost confidentiality, except in cases where abuse towards a child is suspected. The divulging of confidential information relating to the nursery, its employees or customers to any third party is considered a breach of confidence and as such is regarded as constituting gross misconduct which could lead to summary dismissal from employment or cancellation of a nursery place.
4. **Accidents/Incidents**

If child receives bumps or bruises at home parents/guardian will need to inform a member of staff, the accidents will be recorded parent/guardian will need to sign.
5. **Age Restrictions**

Persons under the age of 18 should use this Web Site only with the supervision of an Adult. Payment Information must be provided by or with the permission of an Adult.
6. **Business Customers**

These Terms and Conditions also apply to customers procuring Services in the course of business.
7. **Intellectual Property**
 - 1) Subject to the exceptions in Clause 5 of these Terms and Conditions, all Content included on the Web Site, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of 1 & 1 Internet & Victor Djumah, our affiliates or other relevant third parties. By continuing to use the Web Site you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.
 - 2) Subject to Clause 6 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Web Site unless otherwise indicated on the Web Site or unless given express written permission to do so by Little Rainbow Nursery Ltd.
8. **Third Party Intellectual Property**
 - 1) Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.
 - 2) Subject to Clause 6 you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Web Site or unless given express written permission to do so by the relevant manufacturer or supplier.
9. **Fair Use of Intellectual Property**

Material from the Web Site may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.
10. **Links to Other Web Sites**

This Web Site may contain links to other sites. Unless expressly stated, these sites are not under the control of Little Rainbow Nursery Ltd or that of our affiliates. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Web Site does not imply any endorsement of the sites themselves or of those in control of them.
11. **Links to this Web Site**

Those wishing to place a link to this Web Site on other sites may do so only to the home page of the site www.littlerainbownursery.co.uk without prior permission. Deep linking (i.e. links to specific pages within the site)

requires the express permission of Little Rainbow Nursery Ltd. To find out more please contact us by email at contact@littlerainbownursery.co.uk or by post at 379-381 High Street, Stratford, London, E15 4QZ.

12. Use of Communications Facilities

- 1) When using the enquiry form or any other System on the Web Site you should do so in accordance with the following rules:
 - a) You must not use obscene or vulgar language;
 - b) You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;
 - c) You must not submit Content that is intended to promote or incite violence;
 - d) It is advised that submissions are made using the English language as we may be unable to respond to enquiries submitted in any other languages;
 - e) The means by which you identify yourself must not violate these terms of use or any applicable laws;
 - f) You must not impersonate other people, particularly employees and representatives of Little Rainbow Nursery Ltd or our affiliates; and
 - g) You must not use our System for unauthorised mass-communication such as "spam" or "junk mail".
- 2) You acknowledge that Little Rainbow Nursery Ltd reserves the right to monitor any and all communications made to us or using our System.

13. Accounts

- 1) In order to procure Services on this Web Site and to use the facilities you are required to create an Account which will contain certain personal details and Payment Information which may vary based upon your use of the Web Site as we may not require payment information until you wish to make a purchase. By continuing to use this Web Site you represent and warrant that:
 - a) all information you submit is accurate and truthful;
 - b) you have permission to submit Payment Information where permission may be required; and
 - c) you will keep this information accurate and up-to-date.Your creation of an Account is further affirmation of your representation and warranty.
- 2) It is recommended that you do not share your Account details, particularly your username and password, if applicable. Little Rainbow Nursery Ltd accepts no liability for any losses or damages incurred as a result of your Account details being shared by you. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.
- 3) If you have reason to believe that your Account details have been obtained by another without consent, you should contact Little Rainbow Nursery immediately to investigate and cancel any unauthorised bookings or payments that may be pending. Please be aware that bookings or payments can only be cancelled up until 24 hours to the provision of Services has commenced. In the event that an unauthorised provision commences prior to your notifying us of the unauthorised nature of the booking or payment, [Little Rainbow Nursery Ltd accepts no liability or responsibility and you should make contact with the third party service provider detailed in the Purchase Information] OR [Little Rainbow Nursery Ltd will suspend provision of Services and the withdrawal of any scheduled payments pending investigation. Following investigation, it shall be determined whether or not to cancel the Services and make a full or partial refund of the payment].
- 4) When choosing your username, if applicable, you are required to adhere to the terms set out above in Clause 9. Any failure to do so could result in the suspension and/or deletion of your Account.

14. Termination and Cancellation

- 1) Either Little Rainbow Nursery Ltd or you may terminate your Account/contract. If Little Rainbow Nursery Ltd terminates your Account/contract, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, we reserve the right to terminate without giving reasons.
- 2) If Little Rainbow Nursery Ltd terminates your Account, any current or pending bookings or payments on your Account will be cancelled and provision of Services will not commence.
- 3) Little Rainbow Nursery Ltd reserves the right to cancel bookings or payments without stating reasons, for any reason prior to processing payment or commencing Services provision.
- 4) If bookings or payments are cancelled for any reason prior to commencement of Services provision you will be refunded any monies paid in relation to those purchases.

- 5) If you terminate your Account any non-completed bookings or payments will be cancelled and you will be refunded any monies paid in relation to those bookings.

15. Services, Pricing and Availability

- 1) Whilst every effort has been made to ensure that all descriptions of Services available from Little Rainbow Nursery Ltd correspond to the actual Services, Little Rainbow Nursery Ltd is not responsible for any variations from these descriptions. This does not exclude our liability for mistakes due to negligence on our part and refers only to variations of the correct Services, not different Services altogether. Please refer to sub-Clause 13.4 for incorrect Services.
- 2) Where appropriate, you may be required to select the required type of Services i.e. daytime or Evening.
- 3) Little Rainbow Nursery Ltd does not represent or warrant that such Services will be available. Availability indications are not presently provided on the Web Site. When it becomes available these may not take into account bookings that have taken place during your visit to the website.
- 4) All pricing information on the Web Site is correct at the time of going online. Little Rainbow Nursery Ltd reserves the right to change prices and alter or remove any special offers from time to time and as necessary.
- 5) In the event that prices are changed during the period between a booking being placed for Services and Little Rainbow Nursery Ltd processing that booking and taking payment, [you will be contacted prior to your booking being processed with details of the new price] OR [provision of Services shall commence as per your booking and you will be charged the original price].
- 6) All prices on the Web Site do not include VAT.

16. Provision of Services

- 1) Provision of Services shall commence when full payment has been received or as otherwise detailed in the Terms & Conditions pertaining directly to those Services.
- 2) Belongings; Little Rainbow Nursery does not accept responsibility for accidental damage or loss of property
- 3) Little Rainbow Nursery Ltd shall use its best endeavours to provide the Services with reasonable skill and care.
- 4) Provision of all Services shall be subject to the terms and conditions pertaining directly to those Services.
- 5) In the event that Services are provided that are not in conformity with your booking and thus incorrect, you should contact us as soon as possible to inform us of the mistake. Little Rainbow Nursery Ltd will ensure that any necessary corrections to the Services provided are made as soon as possible.
- 6) Little Rainbow Nursery Ltd reserves the right to exercise discretion with respect to any alterations to Services under the provisions of this Clause 13. Factors which may be taken into account in the exercise of this discretion include, but are not limited to:
 - a) Any use or enjoyment that you may have already derived from the Services;
 - b) Any characteristic of the Services which may mean that cessation of provision is impossible without significant further work on the part and at the expense of Little Rainbow Nursery Ltd.Such discretion to be exercised only within the confines of the law.

17. Privacy

Use of the Web Site is also governed by our [PRIVACY POLICY LINK TO BE INSERTED](#) which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, please click on the link above.

18. Disclaimers

- 1) Little Rainbow Nursery Ltd makes no warranty or representation that the Web Site will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Service or Services.
- 2) No part of this Web Site is intended to constitute advice and the Content of this Web Site should not be relied upon when making any decisions or taking any action of any kind.
- 3) No part of this Web Site is intended to constitute a contractual offer capable of acceptance.

19. Changes to the Service and these Terms and Conditions

Little Rainbow Nursery Ltd reserves the right to change the Web Site, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Web Site following the changes. If Little Rainbow Nursery Ltd is required to make any changes to Terms and

Conditions by law, these changes will apply automatically to any bookings currently pending in addition to any bookings placed by you in the future.

20. Availability of the Web Site

The Service is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

Little Rainbow Nursery Ltd accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

21. Limitation of Liability

- 1) To the maximum extent permitted by law, Little Rainbow Nursery Ltd accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Web Site or any information contained therein. Users should be aware that they use the Web Site and its Content at their own risk.
- 2) Nothing in these Terms and Conditions excludes or restricts Little Rainbow Nursery Ltd.'s liability for death or personal injury resulting from any negligence or fraud on the part of Little Rainbow Nursery Ltd.
- 3) Nothing in these Terms and Conditions excludes or restricts Little Rainbow Nursery Ltd.'s liability for any direct or indirect loss or damage arising out of the incorrect provision of Services or out of reliance on incorrect information included on the Web Site.
- 4) Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

22. No Waiver

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

23. Previous Terms and Conditions

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

24. Notices

All notices / communications shall be given to us either by post to our Premises (see address above) or by email to contact@littlerainbownursery.co.uk. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

25. Law and Jurisdiction

These terms and conditions and the relationship between you and Little Rainbow Nursery Ltd shall be governed by and construed in accordance with the Law of England and Wales and Little Rainbow Nursery Ltd and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.