

CHILDMINDEE CONDITIONS

BACKGROUND:

These Terms and Conditions apply to the provision of childminding services by <<Insert Name of Childminding Company>> ("the Childminder") to clients who require childminding of

which apply to the provision of childminding services by <<Insert Name of Childminding Company>> ("the Childminder") to

These Terms and Conditions apply to the provision of childminding services by <<Insert Name of Childminding Company>> ("the Childminder") to a "Consumer" as defined by the Consumer Rights Act 2015.

These Terms and Conditions apply to the provision of childminding services by <<Insert Name of Childminding Company>> ("the Childminder") to a "Consumer" as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the meanings:

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the meanings:

"Acceptance Letter"

Letter sent by Us to You confirming that We are providing Childminding Services to your Child for the period and at the rate of fee that We will charge;

"Agreement"

Our standard form [inserted into which] or following Your completion of an Acceptance Letter. Our issue of an Acceptance Letter shall incorporate, and be subject to, these Terms and Conditions [inserted into which] Our standard form of agreement as Schedule 2];

"Agreed Times"

The hours set out in the Agreement which We will provide the Childminding Services;

"Application Form"

The form you submit to Us requesting Childminding Services[. Our standard form is attached as Schedule 1];

"Business"

A trade, craft or profession carried on by a person/organisation;

"Childminder"

Any employee who will be responsible for providing Childminding Services;

"Child"

Those details will be set out in the Agreement. We will care for by providing the

"Childminding Services"

The childminding services We will provide as set out in the Agreement;

"Consumer"

As defined by the Consumer Rights Act 2015, a person to whom these Terms and Conditions apply who is a client of the Childminder who uses Childminding Services for their personal use only or mainly outside the purposes of their business;

"Fees"

The fees that You are to pay for the Childminding Services as set out in the Agreement;

“Model Cancellation Form”

“Retainer Fee”

“Service Period”

“Session”

“Start Date”

“We/Us/Our”

“You/Your”

- 1.2 Each reference in expression, include message,] fax or ot
- 1.3 Each reference to statute or provision
- 1.4 Each reference to “ and Conditions.
- 1.5 Each reference to a Conditions.
- 1.6 The headings used and do not affect the
- 1.7 Words signifying the
- 1.8 References to any g
- 1.9 References to pe corporations.

2. Information about Us

- 2.1 We are a <<Insert Limited Company, B
- 2.2 [We trade under the Name>>.]
- 2.3 [We are registered Registration Number
- 2.4 [Our registered office
- 2.5 [Our main trading Office or if No Regis

cancellation form attached as

fied in the Agreement which You entering into the Agreement;

[week] **OR** [month] beginning on repeating until the Agreement is

scheduled or otherwise, on which minding Services;

and We agree on for Us to start ding Services as specified in the

er and includes all employees, ctors of the Childminder;

o is a client of the Childminder.

tions to “writing”, and any similar ions whether sent by e-mail, [text

f a statute is a reference to that ed at the relevant time.

ons” is a reference to these Terms

e to a schedule these Terms and

nditions are for convenience only Terms and Conditions.

lude the plural and vice versa.

her gender.

text otherwise requires, include

Trader, Partnership, LLP, Private

y Name if Different from Company

tion>> under number <<Company

ce>>.]

adres if Different from Registered

- 2.6 [Our VAT number is <<Insert VAT Number>>].
- 2.7 We are registered with the relevant Regulatory Body E.g. Ofsted>>. We will comply at all times with the requirements, rules and guidance provided by <<Insert Regulatory Body E.g. Ofsted>>.
- 2.8 [We are a member of the <<Insert Association(s) Etc>>].
- 2.9 [<<Insert Further Information>>].

3. Communication and Contact

- 3.1 If You wish to contact Us for information or comments, You may contact Us by telephone at <<Insert Telephone Number>> or by email at <<Insert Email Address>> or by letter at <<Insert Address>> or in person [by appointment] at <<Insert Address>>. For all complaints, please see Clause 9 below.
- 3.2 In certain circumstances You may contact Us in writing (as stated in various Clauses throughout the Agreement and its Conditions). When contacting Us in writing You may use the following methods:
- 3.2.1 contact Us by <<Insert Method>> at <<Insert Address>>; or
- 3.2.2 contact Us by <<Insert Method>> at <<Insert Company Name>>, <<Insert Address>>.

4. Applications

- 4.1 You should request to apply for our Services using Our Application Form. Applications should be made using the following methods <<Insert Methods E.g. On Paper, By Email Etc>>.
- 4.2 When We receive an application from You we will consider all the information provided and will make a decision on whether to accept the application within <<Insert Period>>. During that period, You may be asked to provide additional information to clarify the application. The decision on whether to accept the application will be at Our sole discretion.
- 4.3 If We decide to accept Your application, We will send You an Acceptance Letter <<Insert Method>>. We will enclose with the Acceptance Letter a copy of the Agreement and the Retainer Fee Agreement. When You have signed and returned the Agreement and the Retainer Fee Agreement (see Clause 5 below) We will consider the Agreement to be accepted and that will create a binding contract between You and Us for the provision of our Binding Services.

5. Retainer Fee

- 5.1 When You return the signed Agreement and the Retainer Fee Agreement, You must pay the Retainer Fee. Payment of the Retainer Fee is a condition of the Agreement. If the Agreement is cancelled or terminated, the Retainer Fee will be refunded to You.
- 5.2 If after the payment of the Retainer Fee, before the Start Date We terminate the Agreement due to Our inability to provide the Childminding Services, We will refund the Retainer Fee to You in full.

5.3 If You choose not to pay the Retainer Fee, We will be entitled to retain the money from the Retainer Fee to reflect any net final bill (e.g. because We have provided Childminding Services). After making the final bill, We will refund the balance of the Retainer Fee.

5.4 Our right in sub-Clause 5.3 "cooling off period" shall not apply.

5.5 We will repay the Retainer Fee on termination of the Agreement, after we have received any invoices remaining to be paid from the Retainer Fee.

Us after the payment of a Retainer Fee. We will refund the balance of the Retainer Fee to You after we have received any invoices remaining to be paid from the Retainer Fee.

the Retainer Fee is subject to the provisions of Clause 10.

in full or in part on cancellation or termination of the Agreement. We will refund the Retainer Fee in full unless the unpaid amount will be retained by Us.

6. Fees and Payment

6.1 The Fees will be set out in the Schedule of Fees.

6.2 We may review and amend the Fees from time to time.

6.3 We may charge additional Fees for services which We agree with You in advance (e.g. for food and drink).

6.4 We will invoice You for the Fees and any agreed additional charges at the end of each Service Period.

6.5 You must pay each invoice within the Service Period E.g. 7 Days>> of receiving it.

6.6 We accept the following payment methods:

6.6.1 <<Insert Method 1>>

6.6.2 <<Insert Method 2>>

6.6.3 <<Insert Method 3>>

6.6.4 <<Insert Other Method>>

6.7 If You do not pay a sum due within the Service Period, the overdue sum at the end of the Service Period of <<Insert Name of Financial Institution>> Interest will accrue on the overdue sum, whether by direct debit or otherwise.

6.8 If any sums remain due at the end of the Service Period, We will continue to provide the Childminding Services until all overdue sums are paid.

6.9 If You have promptly paid the Fees, We will not charge interest on the overdue sum. We will not charge interest on the overdue sum if You have promptly paid the Fees.

to the Fees from time to time.

services which We agree with You in advance.

Service Period for the Fees and any agreed additional charges.

Period E.g. 7 Days>> of receiving it.

at:

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>>.

We may charge You interest on the overdue sum at a rate of <<Insert Percentage>>% above the base rate of <<Insert Name of Financial Institution>> until payment in full is made. Interest will accrue on the overdue sum from the due date until the actual date of payment.

expiry of the time period set out in sub-Clause 6.5, We will continue to provide the Childminding Services until all overdue sums are paid.

te an invoice in good faith We will continue to provide the Childminding Services ongoing and we will not suspend the provision of the Childminding Services.

7. Childminding Services

7.1 We will provide the Childminding Services in accordance with the specification set out in the Agreement and Us from time to time.

in accordance with the specification set out in the Agreement and Us from time to time.

SAMPLE

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|------|--|
| | We will begin to provide services on the Start Date and will continue to provide services until the Agreement is terminated by You or Us. |
| 7.2 | We will ensure that you are always assigned a Childminder who is available We will ensure that you are always assigned a Childminder who is available We will ensure that you are always assigned a Childminder who is available |
| 7.3 | We will fully comply with all applicable legislation under the Children Act 1989 or other relevant Framework for the Early Years Foundation Stage. |
| 7.4 | We will ensure that we follow all policies, rules, regulations and guidance relevant to the provision of care and keep our knowledge up to date. |
| 7.5 | We will provide the highest standards of care consistent with the childminding profession in England. |
| 7.6 | We will wherever possible contribute positively to the experiences for the Child that will enhance their physical and mental development. Such contributions shall take into account the Child's age and stage of development and nature of appropriate, social and/or community activities involving children of similar group. We will consult You fully when planning all such activities. |
| 7.7 | We will use all reasonable measures permissible under the law, including guidance, in managing the Child's behaviour that are consistent with the guidance. We will not, under any circumstances, use force or punishment. If You know that the Child has any behavioural issues, You must inform Us in the Application Form or, if such difficulties arise after the start of the Placement, at the time of applying, as soon as reasonably possible. |
| 7.8 | We will provide suitable food and drink for the Child at appropriate times during the Agreement. The choice and availability of food and drink shall be appropriate to the time of day. We will take into account the Child's requirements, medical conditions and preferences in determining the food and drink to be provided for the Child. We may require You to provide meals either occasionally or regularly. |
| 7.9 | We will provide suitable accommodation for the Child at appropriate times during the Agreement. The choice and availability of accommodation shall be appropriate to the time of day. We will take into account the Child's requirements, medical conditions and preferences in determining the accommodation to be provided for the Child. We may require You to provide accommodation either occasionally or regularly. |
| 7.10 | We will inform You immediately if the Child becomes ill or suffers any injury or accident whilst in Our care. Our reasonable obligation to seek medical attention for the Child to a suitable hospital or clinic shall do so within a period of 24 hours of becoming apparent. |
| 7.11 | We will inform You immediately if the Child becomes ill or suffers any injury or accident whilst in Our care. Our reasonable obligation to seek medical attention for the Child to a suitable hospital or clinic shall do so within a period of 24 hours of becoming apparent. |

- 7.12 If the Childminder is using any form of transportation, We will ensure that appropriate cautions are taken including, where relevant, the use of a motor vehicle.
- 7.13 If the Childminder has planned absences We will inform You of any absence. at least <<Insert Time Period>> before any absence.
- 7.14 If We wish to make changes to the Childminding Services including, but not limited to, the Fees, We will provide You with at least <<Insert Time Period>> written notice of any proposed changes. If You are unable or unwilling to accept such changes, You may terminate the Agreement under sub-Clause 11.2.
- 7.15 If You wish to make changes to the Childminding Services including, but not limited to, the Fees, You must request such changes in writing. We will use reasonable endeavours to accommodate such changes, but cannot guarantee that we will be able to do so.
- 7.16 Any changes made to the Childminding Services under sub-Clauses 7.14 or 7.15 may result in additional Fees.

8. Your Obligations

- 8.1 You must provide accurate and up-to-date information as is reasonably required and requested by the Childminder (including in the application) promptly and the information is accurate and up-to-date.
- 8.2 You must inform Us of any illness of the Child, any person with whom the Child has close contact or any other person with whom the Child has close contact who becomes ill. During the period of such illness, We may require the Child to remain at home until the Child has been free of symptoms for a period of <<Insert Time Period>>. If the Childminding Service is required to provide care for the Child during any period under the provisions of this sub-Clause 8.2, we will charge Fees for that period] OR [We will not charge Fees for that period if Our net financial loss resulting from the suspension of the Childminding Service is less than we would normally charge (e.g. for another client) we will only charge the amount of our net financial loss.
- 8.3 You must provide Us with information on any medication that is to be taken by the Child (including over-the-counter or otherwise). If the Child is required to administer any medication of any kind, You must provide written confirmation, authorising the Childminder to do so.
- 8.4 You must inform Us if the Child has been injured in the Childminder's care. We will, where possible, investigate any injury/injuries.
- 8.5 You must drop the Child at the agreed time.
- 8.6 You must provide the following information to Us:
- 8.6.1 A change of contact details;
 - 8.6.2 Appropriate medical information;
 - 8.6.3 A favourite toy or comfort object;
 - 8.6.4 <<Add Additional Information>>.

- 8.7 If the Child is under <<Insert Age>> or is older but still requires any of the following, You must provide the following items:
- 8.7.1 Baby milk and bottles;
 - 8.7.2 Baby food;
 - 8.7.3 Nappies;
 - 8.7.4 Baby-wipes;
 - 8.7.5 <<Add Additional Items>>.
- 8.8 If it is agreed that the Childminder will provide meals for the Child while in the Childminder's care, the Childminder must provide adequate ready-to-eat packed meals, requiring no further preparation by the Childminder [other than heating in a microwave].
- 8.9 If it is agreed that the Childminder will provide meals for the Child while in the Childminder's care, the Childminder must provide details of the meals that are required, providing <<Insert Notice Period>> notice.
- 8.10 If You require additional Childminding Services, You must give Us as much notice as is reasonable and Us reserve the right to decline such requests.
- 8.11 If You have holiday absences and such absences will affect the planned Childminding Sessions, You must use inform Us at least <<Insert Notice Period>> before the start of the Sessions provided s.
- 8.12 You must be available to discuss the Child's progress at times when requested by the Childminder to discuss the Child's progress relating to the care, development, wellbeing and behaviour.

9. Complaints and Feedback

- 9.1 We always welcome Your comments and we want to hear from You if You have any concerns.
- 9.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available at <<Insert Complaints Policy Link>>.
- 9.3 If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:
- 9.3.1 [In writing, to <<Insert Complaints Address>> Departments];
 - 9.3.2 [By email, to <<Insert Complaints Email Address>> Name and/or Position and/or Department(s)>>];
 - 9.3.3 [Using Our complaints form, available at <<Insert Complaints Form Link>> the instructions included with the form;]
 - 9.3.4 [By contacting <<Insert Telephone Number>> [and <<Insert Fax Number>>] when prompted].]

10. Cancellation of Agreement and Notice Period

- 10.1 Where the Agreement is terminated by You "at any time or premises", You have a statutory

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right to a “cooling off” period. This period begins once the contract between You and Us is formed.

period of 14 calendar days after that date.

- 10.2 If You wish to cancel the contract, You should inform Us immediately by email to the postal address specified in these Terms and Conditions or by using the Model Cancellation Form, but You do not have to.

the cooling off period You should inform Us by email to the postal address specified in these Terms and Conditions or by using the Model Cancellation Form, but You do not have to.

- 10.3 To meet the cancellation period, You must send Us communication confirming Your intention to cancel before the end of the cancellation period.

sufficient for You to send Your communication confirming Your intention to cancel before the end of the cancellation period.

- 10.4 If You exercise the right to cancel, You will receive a full refund of any amount paid to the Us in respect of the Services.

receive a full refund of any amount paid to the Us in respect of the Services.

- 10.5 We will refund money in the same method used to make the payment, unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of a cancellation.

method used to make the payment, unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of a cancellation.

- 10.6 We will process the refund without undue delay and, in any event, within the period of 14 days after the day on which We are informed of Your cancellation.

a result of a cancellation without undue delay and, in any event, within the period of 14 days after the day on which We are informed of Your cancellation.

- 10.7 If the Start Date falls within the 14 calendar day cooling off period, Your request for provision of the Services will be subject to the application process set out in the following:

period You must make an express request for provision of the Services to begin within the 14 calendar day cooling off period. Your request forms a normal part of the application process set out in the following: You acknowledge and agree

- 10.7.1 If You cancel the contract for provision of the Childminding Services, You will be required to pay for the Childminding Services supplied up to the date at which You inform Us of Your wish to cancel.

er provision of the Childminding Services, You will be required to pay for the Childminding Services supplied up to the date at which You inform Us of Your wish to cancel.

- 10.7.2 The amount of the refund will be the sum of the Fees that You have already paid, less any sums that You have already received, subject to deduction of any sums that You have already received.

rtion of the Fees. Any sums that You have already paid, less any sums that You have already received, subject to deduction of any sums that You have already received.

- 10.7.3 We will process the refund and in any event, within the period of 14 calendar days after You inform Us of Your wish to cancel.

<<Insert Normal Refund Period>> calendar days after You inform Us of Your wish to cancel.

- 10.8 Clause 11 applies to the cancellation of the contract after the 14 calendar day cooling off period has expired.

reement after the 14 calendar day cooling off period has expired.

11. Termination

- 11.1 In addition to Your right to cancel the contract, You may terminate the Agreement by giving Us written notice. E.g. 6 Weeks>> written notice.

ing to the cooling off period, You may terminate the Agreement by giving Us at least <<Insert Period>> written notice.

- 11.2 You may terminate the Agreement with immediate effect by giving Us written notice if:

mediate effect by giving Us written notice if:

- 11.2.1 We have breached the Agreement in any material way and have failed to remedy the breach within the period of 14 days of You asking Us in writing to do so.

any material way and have failed to remedy the breach within the period of 14 days of You asking Us in writing to do so.

- 11.2.2 We enter into liquidation or are an administrator or receiver appointed over Our assets.

administrator or receiver appointed over Our assets.

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11.2.3 We are unable to provide the Childminding Services due to an event beyond Our control (see sub-Clause 13.2.4);

11.2.4 We wish to terminate the Agreement and Conditions to Your material disadvantage.

11.3 We may terminate the Agreement with immediate effect by giving You written notice if:
11.3.1 It is likely that We will be unable to provide the Childminding Services from the Start Date. If such termination is reasonably possible after We become aware of any event beyond Our control, we may terminate the Agreement under this sub-Clause 11.3.

11.4 After the Start Date, We may terminate the Agreement at any time by giving You at least <<Insert appropriate period>> written notice.

11.5 We may terminate the Agreement with immediate effect by giving You written notice if:

11.5.1 You fail to remedy the breach as required under Clause 6 (this includes interest on overdue sums under sub-Clause 6.2);

11.5.2 You have breached the Agreement in any material way and have failed to remedy the breach within the <<Insert appropriate period>> of Us asking You in writing to do so;

11.5.3 We have been unable to provide the Childminding Services for more than <<Insert appropriate period>> as an event beyond Our reasonable control where the breach is not permitted by Clause 13.2.4).

11.6 For the purposes of this Clause, a breach of the Agreement will be considered 'material' if it is not trivial in its consequences to the terminating party. In determining whether a breach is material no regard will be had to whether the breach was caused by accident, mishap, mistake or misunderstanding.

12. Effects of Termination

12.1 If the Agreement is terminated, the provisions of this Clause 12 will apply.

12.2 If at the termination of the Agreement:

12.2.1 You have made payments for any Childminding Services We have not yet provided, You will be refunded to You as soon as possible, but not later than 14 calendar days of the termination of the Agreement;

12.2.2 We have provided services that You have not yet paid for, the sums due to Us for those services and You will be required to pay them in accordance with Clause 6.

12.3 Any Clauses which survive termination, in their nature, relate to the period after the expiry or termination of the Agreement and will remain in full force and effect.

12.4 Termination will not affect the right to damages or other remedy which either You or We may have in respect of any breach of the Agreement which exist at or before the date of termination.

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3 occurs that is likely to adversely
 4 investigations under these Terms and

It will be suspended and any time
ended accordingly;

ement in accordance with Clause

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Per loss or damage that You may suffer under the Terms and Conditions or as a result of the use of the Service, foreseeable if it is an obvious consequence or if it is contemplated by You and We will not be responsible for any

... covering all relevant aspects of

Consumers for their personal and
sentation that the Services are fit
kind. We will not be liable to You
ruption to business or for any loss

used as a result of our negligence
or the Agreement (or that of the

any personal property that You or
ses.

intended to or will limit or exclude
 sed by Our negligence or for fraud

ntended to or will limit Your legal

rights as a Consumer
details of Your legal
Trading Standards C

or protection legislation. For more
our local Citizens Advice Bureau or

15. How We Use Your Personal Information

We will only use Your personal information in accordance with Our Privacy Notice>> available at <<insert document name, e.g. Privacy Notice>>.

16. Other Important Terms

- 16.1 We may from time to time amend these Terms and Conditions without giving You notice, but We will endeavour to inform You as soon as is reasonably possible.
- 16.2 We may transfer (assign) all or part of Our rights and obligations under the Agreement to a third party (this may occur if We sell Our business). If this occurs We will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will then be bound by the Agreement.
- 16.3 You may not transfer (assign) all or part of Your obligations and rights under the Agreement without Our prior written permission (such permission not to be unreasonably withheld).
- 16.4 The Agreement is binding on You and Us. No person or third party other than You or Us will be entitled to enforce any provision of the Agreement.
- 16.5 If any provision of the Agreement is held by any competent authority to be invalid, the validity of the other provisions of the Agreement, the Terms and Conditions and the Agreement shall not be affected.
- 16.6 No failure or delay in performance of any obligation means that We or You will waive any subsequent breach of the Agreement.

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Our <<insert document name, e.g. Privacy Notice>>.

Terms and Conditions without giving You notice, but We will endeavour to inform You as soon as is reasonably possible.

rights under the Agreement to a third party (this may occur if We sell Our business). If this occurs We will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will then be bound by the Agreement.

obligations and rights under the Agreement without Our prior written permission (such permission not to be unreasonably withheld).

is not intended to benefit any other person or third party other than You or Us. No person or party will be entitled to enforce any provision of the Agreement.

Terms and Conditions is held by any competent authority to be invalid, the validity of the other provisions of the Agreement, the Terms and Conditions and the Agreement shall not be affected.

ing any rights under the Agreement, and no waiver by Us or You of a breach of any obligation means that We or You will waive any subsequent breach of the Agreement.

17. Law and Jurisdiction

- 17.1 These Terms and Conditions shall be governed by, and construed in accordance with, the law of [England & Wales] [Northern Ireland] [Scotland].
- 17.2 As a consumer, you cannot rely on any mandatory provisions of the law in your country of residence if Clause 17.1 above takes away or restricts those provisions.
- 17.3 Any dispute, controversy or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or not), shall be subject to the jurisdiction of the courts of England and Wales or Northern Ireland, as determined by your residency.

and the relationship between you and Us (whether contractual or not) shall be governed by, and construed in accordance with, the law of [England & Wales] [Northern Ireland] [Scotland].

mandatory provisions of the law in your country of residence if Clause 17.1 above takes away or restricts those provisions.

claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or not), shall be subject to the jurisdiction of the courts of England and Wales or Northern Ireland, as determined by your residency.

SCHEDULE 1

< > Child's Information Form	
PLEASE USE BLOCK CAPITALS TO COMPLETE THIS FORM	
Parent/Carer's name:	
Relationship to the Child	
Names of all parents/legal guardians	
Child's full name	
Child's preferred name	
Child's gender	Male
Child's date of birth	
Parent's/Carer's address:	
<Town>	<Postcode>
Child's home address (if different from Parent's/Carer's address):	
<Town>	<Postcode>
Please provide details of any medical conditions (including allergies) affecting the Child:	
Please provide details of any medicines taken by the Child (including name, dose and times required):	
Please provide details of vaccinations received by the Child to date:	
Please provide details of any dietary requirements for the Child:	
Name of the Child's GP:	
GP's address:	

<Town>	<Post C		
Details of any relevant custody orders			
<<Insert further entries as requir			

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THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Company>> [a] <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> ("the Company") and
- (2) <<Name of Client>> of <<insert Address>> ("the Client" or "You")

BACKGROUND:

- (1) The Childminder provides Childminding Services to consumer clients and has reasonable skill, knowledge and experience to do so.
- (2) The Client wishes to engage the Childminder to provide the services specified below ("the Childminding Services").
- (3) The Childminder agrees to provide the Childminding Services to the Client, subject to the attached Terms and Conditions of this Agreement.

IT IS AGREED as follows:

1. The Agreement

- 1.1 This Agreement incorporates the Terms and Conditions.
- 1.2 In this Agreement, the words and expressions have the same meaning as they have in the Terms and Conditions.
- 1.3 A legally binding contract between Us will be created when You and We sign this Agreement.
- 1.4 We confirm and You acknowledge that we have given or made available to You the following information, where such information is already available to You:
 - 1.4.1 The main characteristics of the Childminding Services;
 - 1.4.2 Our identity;
 - 1.4.3 The total price of the Childminding Services including taxes and charges, or, if the price is to be agreed in advance, the manner in which it will be calculated;
 - 1.4.4 The arrangements for the performance and the time by which (or within which) the Childminding Services will be provided;
 - 1.4.5 Our complaint handling procedure.

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1.4.6 The duration of the Agreement shall be as applicable, or if this Agreement is of indefinite duration, it shall be extended automatically, the conditions for extension shall be as follows:

1.5 As required by the Consumer Protection Act 2008 (Information, Cancellation and Additional Charges)

1.5.1 all of the information shall be provided in accordance with clause 1.4; and

1.5.2 any other information shall be provided to You about the Childminding Services or the Agreement shall be taken into account when entering into this Agreement or any other decision about the Childminding Services.

will be part of the terms and conditions of the Agreement as a Consumer.

2. The Childminding Service

2.1 We will:

2.1.1 begin to provide the Childminding Services on the Start Date of <<Insert Date>>

2.1.2 provide the Childminding Services during the Agreed Times of <<Insert Times>> or as otherwise agreed in writing; and We may agree in writing;

2.1.3 provide the Childminding Services at the property located at <<Insert Address>>;

2.1.4 perform the Childminding Services in accordance with the specification referred to in clause 2.2

2.2 The specification for the Childminding Services is [as follows: <<Insert Full Description of Services>> or as otherwise agreed in writing] R [attached].

2.3 You and We may agree to vary the specification from time to time.

3. Fees and Payment

3.1 You will pay a Reasonable Sum>> when this Agreement is signed.

3.2 You will pay Fees of <<Insert Amount>> per hour for the Childminding Services.

3.3 Other costs and expenses shall include: <<Insert Full Details of Other Known Possible Costs and Expenses>> Outings>>

4. Waiver of Cooling Off Period

4.1 By signing this Agreement, You agree to commence provision of the Childminding Services and to wait for the 14 day cooling off period referred to in the Consumer Protection Act 2008 and Conditions to expire.

4.2 You acknowledge that You have the right to cancel You will be liable to pay Us for the Childminding Services up until the point at which You inform Us of Your cancellation in Clause 10 of the Terms and Conditions.

SIGNED for and on behalf of the C
<<Name and Title of Person Signi

Authorised Signature

Date: _____

SIGNED by the Client:

Signature

Date: _____

S

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MOD  DRM

To: <<Trader to Insert Trader's
Number and Email Address>>

Address and, Where Available, Fax

I/We (delete as appropriate) her
my/our (delete as appropriate) con

re (delete as appropriate) cancel
 vices dated << >>.

Name of consumer(s): << >>

Services dated << >>.

Name of consumer(s): << >>

Address of consumer(s): << >>

Signature of consumer(s): << >>

Date: