

# Part 1

## What if I cannot look after my child

- I will give you at least 4 days' notice of any holiday or other event when I will not be able to look after your child (unless I am unable to give such notice due to illness, accident or emergency, in which case I will give you such notice as I reasonably can).
- You understand that despite my best efforts, I may not be able to look after your child due to an event outside my reasonable control – for example, due to strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or pandemic or other natural disaster, or any law or any action taken by a government or public authority. Please note, the examples given are illustrative only and not at exhaustive list. I will tell you as far in advance as possible if I consider that my ability to look after your child might be prevented by such an event.
- I am not liable or responsible for and will not accept any losses you suffer or any additional costs or expenses that may be incurred by you or on your behalf as a result of me not being able to look after your child in the above circumstances.

(ONE of the following boxes to be marked)

- ☐ • I will arrange for another person to look after your child if you want me to (subject to availability).
- ☐ • I will not arrange for another person to look after your child.

If anyone has been ill in my home during the previous 24 hours, or an event outside my reasonable control or something happens to me which prevents me from looking after your child, I will tell you and you may arrange for someone else to look after your child.

(ONE of the following boxes to be marked)

- ☐ • I will not charge for such days.
- ☐ • I will charge for such days. (See Part 2 of this Contract - "Child not looked after by me").

## What happens if you do not need me to look after your child for short periods?

- If you go on holiday or do not need me to look after your child for short periods for any other reason, you must tell me giving 4 days' prior notice, preferably in writing.
- You will have to pay the amounts set out in Part 2 of this Contract (see "Child not looked after by me"), which may be full charges or part charges. If you do not give me this period of notice, you will have to pay the full amount of the charges for any such period.

## What if you or I want to end this contract?

This Contract may be ended by either of us giving \_\_\_\_\_ weeks' notice to the other, except where I have told you in this Contract that I may give/accept shorter notice. If you give shorter notice than stipulated, you will have to pay the fees to me that would be due for the remainder of the notice period.

This Contract may be ended immediately by either of us giving notice to the other if the other: fails to perform or is in breach of any of its main obligations or duties; or is in persistent or material breach of any of its minor obligations or duties under this Contract; or is or becomes bankrupt, insolvent or unable to pay its debts as they fall due.

You may end this Contract in circumstances where I have told you that I am unable to look after your child due to my illness, illness in my home, my occasional days off, my absence on holiday, an event outside my reasonable control or an unforeseen problem. This Contract will come to an end on receipt of your notice of termination.

I may terminate or suspend this Contract immediately by notice to you if: you fail to pay me, when due, any Charges or other amounts due to me from you and you do not make such payment within 7 days of a written notice from me; or you are abusive or violent or threaten violence towards me or anyone at my premises; or you make false or malicious allegations about me or anyone at my premises; or you make, participate in or promote any adverse publicity, communications or postings about me or my services, including on any website, in any social media or other media.

The notice to terminate this Contract should be made in writing.<sup>1</sup>

# Part 2

## Child not looked after by me

If due to my illness, illness in my home, my occasional days off, my absence on holiday, an event outside my reasonable control or an unforeseen problem I am unable to look after your child, the amount due from you to me will be £[\_\_\_\_\_]² per day for a maximum of \_\_\_\_\_ days. This charge is a contribution to my basic running costs and helps to ensure that I can retain your child's place with me. Please note, I will not make any charge where I cannot look after your child because of a restriction imposed on me by Ofsted or another regulator of childminding services.

If due to your child being ill, occasional periods when you do not need me to look after your child or your absence on holiday, the payment due from you to me will be £\_\_\_\_\_ provided you have given me the required period of notice. If you do not give me the required notice, you will have to pay me the full amount for such notice period regardless of the fact I am not required to look after your child.

<sup>1</sup> Please note that consumer legislation requires that one cannot be prescriptive as to the method of giving notice: a consumer can make any clear statement setting out their decision to cancel a consumer contract. This means they could give notice by letter, telephone call, email, or text, for example.

<sup>2</sup> The CMA Guidance - The Coronavirus (COVID-19) pandemic, consumer contracts, cancellation and refunds, published 30 April 2020, states that, in relation to ongoing contracts, a business (such as that offered by a childminder) can require payment of a small contribution to its costs until the provision of the service is resumed, but only where the contract terms set this out clearly and fairly. The most recent CMA Guidance states. "the charges must be low (no more than direct unavoidable costs to the business during the disruption such as mortgages/rents, where relevant 'holiday periods' could not be agreed, utilities, insurance premiums). These costs should not seek to cover costs which are reimbursed in other ways such as the government financial support schemes (for example the furlough scheme) or costs reimbursed to the business by insurance. The charges need to be agreed and should be deemed fair and reasonable by both parties.

<sup>3</sup> The latest CMA Guidance issued to the Early Years Sector states that this period must be specified and "modest". There is no further information as to what amounts to "modest" but we suggest it should be no more than two weeks.