



## Terms and Conditions

### 1. Application and Registration

1.1 To arrange a visit to the Nursery an appointment must be booked with the Nursery Manager or one of the Directors. In the absence of the Nursery Manager, the Deputy Manager may book appointments for visits. During this visit you will be shown around the Nursery, be able to ask any questions you may have and also will be offered the chance to complete the application form for the child. We request that parents/guardians bring their child with them on the initial visit. For safeguarding reasons we cannot accept visits from parents/guardians without a scheduled appointment.

1.2 The booking of a place is not complete until the application form has been signed and returned to the Nursery Manager or a Director.

1.3 The application form must contain details of the sessions required for your child. This allows your child to be added to the register and means a place will be held for your child. A start date must also be included in the application form. This start date is binding, and all children must have their first charged or funded session within 2 weeks of this start date, unless in exceptional circumstances. This is at the Director's discretion. Should you require the place to be held, you are liable for Nursery charges whilst we continue to hold the place. This will be charged at the standard daily rate for the age of the child. Our Fees Schedule can be found on our website.

1.4 Should you wish to cancel your place, you must provide four weeks notice or you are liable for a fortnight of charges.

1.5 Changes to your booking before the start date – Changes that do not reduce the number of sessions booked, to swap days for example, or changes to increase the number of sessions booked, can be made as available. We cannot guarantee any requested changes once your booking has been confirmed. Decreasing the number of sessions booked will be reasonably considered and will take into account circumstances, notice, amount of reduction and our other booking requirements. We reserve the right to cancel your booking if the decrease is greater than one full day or two half sessions or there is an unreasonable delay to the start date.

1.6 Changes to your booking after the start date – Swapping or increasing sessions can be considered as detailed in the previous point. If we cannot accommodate your request to increase or change sessions, then we can put you on our waiting list or you may wish to terminate the booking giving 8 weeks notice. Decreases to your booking require 8 weeks notice. We reserve the right to cancel your booking.

1.7 Prior to making your booking we can provide up to 3 settling in sessions free of charge. A settling session is a 1 hour session where the child is left to stay and play. In the unlikely event that a child does not settle at the Nursery; (1) the parent/guardian may terminate the booking with 2 weeks notice and with no fee charges. (2) The Nursery reserves the right to terminate the booking giving 2 weeks notice if we feel we have acted with all due care to settle the child and in our opinion it has been unsuccessful. Before taking such action, we will investigate any special needs resource that might be available to help settle the child.



1.8 We do not charge a registration fee.

1.9 If your booking is for a full time place (10 sessions per week), and the place is confirmed by us, it is not possible to reduce the booking for 12 weeks after commencement. After this time the Nursery requires 12 weeks notice of any changes.

1.10 Once a place has been taken up, (excluding full time) the Nursery requires 8 weeks written notice of any changes.

## **2. Fees and Financial**

2.1 All monthly fees are payable by the 15<sup>th</sup> of the month by Bank Transfer, Standing Order, Childcare Vouchers, Card Payment or Cash. Cheques will not be accepted. Responsibility for paying fees resides with the parents or legal guardians of the child. Your payment method and payment schedule should be agreed at the beginning of your booking with the Nursery Manager.

2.2 Fees are calculated weekly and payable either weekly or on a calendar month basis. This should be discussed at the beginning of your booking. Should you wish to pay weekly, you must pay the weekly fees by the last day your child attends Nursery that week. Should payment be received after this, we reserve the right to charge £5 per working day, until the fees are paid in full. Should you wish to pay per calendar month, the fees are due by the 15<sup>th</sup> of the month the invoice is issued. We reserve the right to charge £5 extra per working day that the fees are late. This will be added to the following invoice.

2.3 The Nursery is closed at weekends, Bank Holidays and between Christmas and New Year and our fees are structured accordingly. For those starting Nursery after 1<sup>st</sup> September and leaving before Christmas/New Year, your fees will be structured accordingly for the remaining weeks of the academic year and any bank holidays will be deducted prior to your total fee cost being calculated.

2.4 Should you choose to pay the fees per calendar month but are unable to pay them by the 15<sup>th</sup> due to cash flow issues, you should discuss your situation with the Directors who will try to accommodate a different payment schedule for you however, there is no guarantee this will be possible.

2.6 If your child's start date is part way through the month then we will invoice for the actual sessions taken and begin the calendar month calculation the following month.

2.7 Fees are reviewed once per year normally between April and August. Any changes to the fee rates will be notified to you at least 8 weeks in advance and will be put in place from the 1<sup>st</sup> September.

2.8 Those who pay their fees per calendar month will receive an invoice monthly. This is for tax purposes. Weekly payers will not receive an invoice. Receipts are available on request, once payment has been made and the funds have cleared in the bank.

2.9 Extra sessions are payable by bank transfer or cash and must be paid for no later than the date the extra session took place.

2.10 There is no VAT to be paid on any of our charges.



2.11 We are unable to refund fees for sessions not taken due to illness, absence or where the Nursery is forced to close due to circumstances beyond our control. See section 3 of this agreement.

2.12 Children may be excluded from the Nursery if fees remain outstanding beyond 14 days from their due date.

2.13 It is not possible to swap days, so that for example, a normally booked Thursday is swapped for a Friday on a one off or temporary basis. Additional days can be accepted as a chargeable extra and subject to availability.

2.14 Our fees apply to normal opening hours of 08:00 to 17:30 for a full day and morning and afternoon sessions are charged accordingly. Monthly invoices are discounted to reflect the fact that the Nursery is closed during bank holidays and between Christmas and New Year. This is done when applicable. We do not provide discounts for holidays or extended periods of absence.

2.15 Because of the staffing and resource requirements as laid down by Ofsted, children who are collected after the end of their agreed session time will incur a late collection charge. The current charges are posted on the parent notice board and are subject to change.

2.16 We do not offer discounts for siblings in the Nursery.

2.17 Discounts are applied for full time places. This discount is visible on the Fees Schedule. This discount is subject to change as and when fees are reviewed.

2.18 Parents/Guardians claiming the Early Years Free Entitlement from the Nursery should ensure that they are not claiming more than the statutory allowance. You will be advised the number of hours you can take per week and will be provided with information regarding how this is calculated. Any additional hours required, will be charged at a flat rate. This rate is non-negotiable and is subject to review in line with annual fee increases. You are not obliged to book in more sessions than the free entitlement.

### **3. Termination and Suspension of Childcare Services**

3.1 You may end this agreement by giving eight weeks written notice, except full time bookings which require twelve weeks notice. No specific reason for ending the agreement needs to be given, although naturally we would wish to understand the reason for the termination.

3.2 Specifically, you may end this agreement with immediate effect if (1) we have breached any of our obligations under this agreement and we have not or cannot put right that breach within a reasonable period of being requested to do so (2) we change any of the terms and conditions in an unreasonable manner.

3.3 Specifically, we reserve the right to end this agreement with immediate effect if; (1) You have not paid the agreed fees. (2) You have breached your obligations under this agreement and you have or cannot put right that breach within a reasonable period of being requested to do so. (3) Your child's behaviour is unacceptable, damages nursery property or endangers the safety and well-being of any of the other children or staff in the Nursery. (4) Financial, business or commercial reasons compel us to radically change the nature of the Nursery's operations, including but not limited to, permanent closure of the Nursery, change of



childcare service, re-registration of child numbers and age groups or changes to the registration and bookings policy. Naturally, we will provide as much notice as possible given any of these events.

3.4 We may suspend the provision of childcare for any of the above reasons and in addition; (1) If your child is suffering from an infectious or contagious disease or illness which may easily be passed onto others at the Nursery. The suspension will continue whilst we try to resolve the problem in conjunction with the parent/guardian. (2) Where forces beyond our control compel us to either close the Nursery or reduce the available hours, such as an outbreak of disease that involves the intervention of outside agencies such as Environmental Health, severe weather such as snow or ice which significantly impairs safe travel to and from the Nursery, industrial action affecting travel to and from the Nursery, an Ofsted investigation or any other reasonable incident not in our control. In the event that the Nursery is compelled to close in reasonable circumstances beyond our control we are not able to refund fees or organise alternative childcare, nor can we accept any consequential liability sustained by parents/guardians due for example to loss of earnings or costs associated with alternative childcare. Dependent on the nature of the closure we may be able to seek compensation through our insurance policy and every effort will be made to minimise the disruption to service and cost to parents or guardians. None of the above compromises your statutory rights if the Nursery has been negligent.

#### **4. Staffing**

4.1 Staff are checked on commencement with the Nursery through the Disclosure and Barring Service to ensure there are no safeguarding issues of which we need to be aware. Suitable person checks also include but are not limited to identity verification, qualification checks, personal and employment references, medical checks and where applicable visas or permits to work in the UK. In some cases, because of the length of time that this process takes, a person may start work pending clearance provided they are at no time left looking after children on their own.

4.2 The Nursery observes the Ofsted regulations relating to staff and children ratios, currently 0-2 years 1:3, 2-3 years 1:4 and 3 to 5 years 1:8. Our ratios meet the minima.

4.3 Where a member of staff, within 3 months of leaving the employment of the Nursery, is employed by a parent/guardian to care for their child, who was previously registered at the Nursery, then the parent/guardian will be liable to pay a sum equivalent to two month's salary for the employee at the time that their employment with the Nursery terminated.

4.4 If a member of staff is asked to take a child home out of Nursery hours it is the responsibility of the parent to ensure that the driver has appropriate insurance, that the car is roadworthy and that car seats are available. The Nursery requires written confirmation from the parent/guardian of the child being taken home by a member of staff.

4.5 Parents/guardians may ask staff to baby-sit outside Nursery hours. This is a contract between parent/guardian and the member of staff, and the Nursery takes no responsibility.



## 5. Health, Safety and Absence

5.1 It is understood that the Nursery is under an obligation to report to the appropriate authorities any incident where we consider a child may have been abused, neglected or in some other way harmed either physically or emotionally. This may be done without informing the parent or guardian, in accordance with our Safeguarding Children Policy.

5.2 Intimate care can be provided by either a male or female member of our staff and can include feeding, washing, dressing, toileting and nappy changing. In instances where a parent or guardian has requested that a particular member of staff perform certain activities, other members of staff will be informed and a full explanation given. Naturally, any confidentiality will be observed. Furthermore, the Nursery will ensure that practitioners' employment rights are not infringed.

5.3 The Nursery is committed to the identification of and provision for children with Special Educational Needs. We believe that the potential of every child in our care is maximised, irrespective of ability, disability, race, gender and social background and to enable equal access to the curriculum in an environment where every child is valued and respected. Parents and guardians must ensure we have all the relevant information regarding special needs to enable us to appropriately care for your child.

5.4 In fairness to all our staff and to the clients and children that use our facilities we expect reasonable standards of behaviour at all times. We therefore reserve the right to exclude any child whose conduct is, in our opinion, disruptive or in any other way unacceptable to the smooth and efficient running of our Nursery. Naturally every effort will be made to avoid this action and may include special needs assessment or one to one care if funding allows. We ask all parents/guardians to appreciate this and to understand that, in the event of having to exclude any child, all fees are non-refundable.

5.5 All Nursery meals are prepared on site with consideration to provide a well balanced diet. Vegetarians and special dietary requirements are catered for. A copy of the weekly menu is displayed on the notice board. Please ensure you keep us notified about your child's dietary needs and preferences. We reserve the right to amend the weekly menu at any time.

5.6 We reserve the right to administer basic first aid and treatment when necessary. Parents will be informed of all accidents and will be required to sign an accident form. For accidents of a more serious nature, involving hospital treatment, all attempts will be made by Nursery to contact the parents but failing this, we are hereby authorised to act on behalf of parents to consent to necessary treatment from a suitably qualified medical source. We will administer prescribed medicines if parents complete a 'Medication' form; however, the first dose of medicine must be given at home and parents must take all medicines home at the end of each day unless otherwise agreed.

5.7 We may require parents to withdraw their child from Nursery, in the event that they require special medical care or attention, which is not available or refused by parents or it is considered that the child is not well enough to attend Nursery. We may also ask parents to withdraw their child from Nursery, if we have reasonable cause to believe that they are or maybe suffering from or have suffered from any contagious disease/infection and there remains a danger that other children at the Nursery may contract such a disease/infection. We accept no responsibility for children contracting contagious diseases/infections whilst at Nursery; however, we will publish infection notices in the Nursery to keep you informed. Parents are



requested to inform the Nursery if their child is suffering from any illness or sickness before attending Nursery.

5.8 Parents are requested to inform the Nursery of any food, medicine, activity or any other circumstances that may cause the child to have an allergic reaction/allergy. Parents must provide details, in writing, of the severity of the reaction/allergy and must continue to inform the Nursery of any changes/progress to the condition, in writing, when they become aware. Parents are requested to inform the Nursery of any changes to key information.

5.9 Children who are unwell should not attend the Nursery. Children who have suffered from sickness or diarrhoea will not be admitted back to Nursery within 48 hours after the last bout. If children fall ill during the day parents will be contacted to arrange to collect them. If the parents are unavailable other authorised contacts will be called.

5.10 All personal toys, books or other equipment should be left at home. Comforters can be brought into the nursery.

5.11 The Nursery provides a car park when dropping and collecting your child. Please ensure your child is supervised at all times in the car park. Do not park close to the buildings and be aware of your speed. The Nursery is not liable for any accidents or injury whilst customers are using the car park.

5.12 Children should come in normal day clothes. Please avoid 'designer' clothes as accidents can happen. Two changes of clothes should be provided, in a labelled bag, including one pair of shoes. Please label your child's clothes to help avoid items going missing or being misplaced. The Nursery does not accept responsibility for accidental injury or loss of property.

5.13 The Nursery does maintain those insurances required by law. Details are posted on the Noticeboard.

5.14 The Nursery acknowledges its duty of care to uphold the Statutory Guidance issued under section 29 of the Counter Terrorism and Security Act 2015, the central function of which is to take due regard to our role in assisting the prevention of adults and children in our care from being drawn into terrorism or radicalisation.

## **6. Security and Publicity**

6.1 As part of the nursery's fulfilment of the Early Years Foundation Stage we regularly photograph and sometimes video the children taking part in their activities. Imagery is never published without the consent of the parent or carer. Our guidelines are as follows (1) Photographs in the Nursery are only taken with Nursery cameras or authorised devices such as Tablet computers. (2) Staff mobile phones with or without cameras are not allowed in the Nursery or the outside area. (3) Photographs taken of the children are stored on the Nursery computer which is password protected. (4) All children are dressed appropriately before pictures are taken. (5) Parents/Guardians are requested not to use their mobile phones within the Nursery premises. If you do not wish your child to be photographed or recorded please inform the Nursery in writing.



6.2 The Nursery uses Tapestry Online Learning Journals to record the children's learning and development. All parents/guardians must sign a permission slip to authorise the use of Tapestry to record their child's learning and development. Tapestry's own privacy policy can be viewed on their website.

6.3 If your child is going to be collected by someone other than yourself the Manager will require prior notification and an agreed password. It is the responsibility of parents to keep us informed of any changes in contact numbers.

6.4 Under no circumstances will the child be allowed to leave Nursery with anyone unknown to Nursery staff unless the parent or guardian has previously arranged this. If the parent/guardian has made alternative arrangements by telephone, the Nursery will require the name and address of the person permitted to collect the child and proof of identity will be required upon arrival at the Nursery. A list of responsible adults who are authorised to collect the child should be given to the Nursery Manager. The person must also know the child's password.

6.5 We observe the The Data Protection Act 1998 which is a statutory act of the government of the United Kingdom of Great Britain and Northern Ireland. The Act defines what types of data are allowed to be collected, how they should be stored and what can and cannot be done with that information. In particular The Act states that personal data relating to individuals must be stored securely and only used for legitimate purpose. We are also GDPR compliant.

## **7. Other**

7.1 If you have any complaints about the service that we are offering, can you please in the first instance contact your child's keyworker, then the Nursery Manager or a Director, and in the final instance, Ofsted.

7.2 We may change the terms and conditions where such change arises from regulatory issues or changes in legislation affecting us, proposed changes in invoicing procedures, or in our reasonable opinion it is in the interests of children attending the Nursery. We will give you at least one month's written notice of such change.

7.3 We will not be in breach of these terms or otherwise liable to you by reason of any delay in performance or non-performance of its obligations due to an event outside its reasonable control including 'acts of God', fire, flood, snow, lightning, war, act of terrorism, strikes or other industrial action. See section 4 for more information.

7.4 Acceptance of this agreement is implicit when you complete the application form for your child and applies to all parties noted on the application and subsequent registration form, irrespective of whether the secondary parties have signed the form. We would respectfully request that if parents/guardians experience difficulty in fulfilling any of the conditions of this agreement, that they contact the Nursery Manager or a Director as soon as possible. We will do our very best to resolve the issue.