

# Terms & Conditions



## REGISTRATION

1. A non-refundable registration fee will be charged for each child at the time of registration. There is no requirement for a registration fee if your child is accessing government funded hours only.
2. A place will not be guaranteed until the registration fee has been paid and a start date confirmed.
3. We reserve the right to re-allocate your child's place to another family if you fail to take up the place on the agreed start date without prior notification to the nursery manager.
4. We require a copy of your child's birth certificate as a form of identification.

## PROVISION OF CHILDCARE

5. You are required to register for a minimum of two sessions per child; this can be made up of a mixture of half days and/or full days every week.
6. Sessions must be agreed with the Nursery Manager in advance. The swapping of sessions is only permitted on a permanent basis, for which the normal notice period is required. Extra sessions however can be booked at short notice subject to availability and the extra cost will be added onto your monthly invoice.
7. We require a minimum of four weeks' written notice of any decrease in the number of sessions your child attends nursery.
8. Children must be collected before the end of each session. A late collection charge of £10 per 15-minute period after the stated collection time will be charged for children not collected by the end of the session.
9. Children must not be dropped off before their session start time. An early drop off charge of £10 per 15-minute, period prior to the stated start time, will be charged.

## CHARGING OF FEES

10. Fees are chargeable monthly and payable in advance by Bacs, Tax Free Childcare or Childcare Vouchers only. Cash, debit and credit cards are not accepted.
11. We reserve the right to review the fees at any time but will give you no less than four weeks' notice prior to any change taking effect.
12. Parents/Legal Guardians must complete and return our standard Parent Agreement and all other forms required by the nursery. Except for payment of Free Entitlement sessions, all other terms and conditions of the Parent Agreement apply to this agreement.

For example, under the Parent Agreement you must provide one month's advanced written notice to change or cancel your child's Free Entitlement sessions. We offer both the Universal and Extended 30 Hours Free Entitlement during set sessions as listed on the Nursery Fee Sheet.

The Free Entitlement sessions are subject to availability. You are responsible to pay for the parent paid hours that you use outside of the Free Entitlement hours per the Parent Agreement.

All fees for parent paid hours can be found on our Nursery Fee Sheet.

Your receipt of Free Entitlement is subject to our receipt of the government funding from the local authority. We reserve the right to make changes with immediate effect to this Agreement and/or our offer of Free Entitlement to you if the local authority does not pay the government funding to us for any reason or there are changes to the amount of government funding.

13. Fees will be charged at the full rate for 52 weeks of the year, including periods of holiday (Christmas and New Year), bank holidays, sickness and all other closures that are considered to impact on the health and safety of the children and families accessing the setting e.g. Unforeseen circumstances due to weather conditions, unavoidable building works and maintenance affecting the running of the nursery, etc.

## PAYMENT OF FEES

14. The first month's fees are payable by BACS or cheque no later than the start date. All nursery fees thereafter are payable one month in advance on the first working day of each month by Bacs. Tax Free Childcare or Childcare Vouchers only. Cash, debit or credit cards are not accepted.
15. Fees are due on or before the 9th of each month; late fees will be subject to a £25 late payment charge for every month they are overdue.
16. We accept settlement of either part or full payment of fees by external funders including recognised Childcare Voucher Providers.
17. In the event that fees are not paid by the due date, we reserve the right to exclude your child from nursery and terminate this agreement without notice.
18. In the event that bank charges are incurred by the nursery as a direct result of your non-payment of fees, we reserve the right to charge you an administration fee of £10.
19. Payments must be made on time, in full and without any deduction, set off or counterclaim. In the event an account is outstanding, we will refer the matter to a debt collection agency. Any costs which are incurred to collect the debt will be added to the debt plus VAT at the prevailing rate. You agree you are legally liable to pay us any surcharges and that payment of the same can be enforced against you in court. You also agree to pay interest at the relevant rate provided under the Late Payment of Commercial Debts (Interest) Act 1998; which is payable both after and before any judgement in courts and continues to accrue.

## WHAT WE REQUEST FROM YOU

20. You must inform the nursery staff as soon as possible if your child has an infectious disease. You must not allow your child to attend the nursery if they are suffering from a contagious disease that could be passed on to another child in the nursery. We reserve the right to refuse admission to any child on health grounds.
21. We reserve the right to contact you requesting that you collect your child if s/he becomes ill during nursery hours.
22. You will give us full details of anything affecting your child's health, including known allergies, conditions or additional needs.
23. All children should have at least one change of clothing in nursery at all times.
24. All items of clothing and personal property should be clearly named to avoid these being misplaced.
25. Pre-school children must wear a uniform when accessing provision from our Pre-school Department. These can be purchased by filling in an order form at Reception. Please ask for any used items that may be available at a reduced cost.
26. Our nursery is equipped with a wide range of toys and resources for your child: We therefore ask that your child does not bring their own toys from home as we cannot accept any responsibility for loss or damage to personal property.
27. You must provide us with up to date parent/carer or alternative emergency contact details.
28. You must immediately inform us of any changes to your personal contact details.
29. You must advise the Nursery Manager immediately if any of these emergency contact details change.
30. You must keep the Nursery Manager informed of any changes to the person(s) authorised to collect your child from nursery (this will be the authorised person(s) as stated on the registration form.) We will not allow a child to leave the nursery with anyone other than the authorised person unless you have informed nursery in writing in advance. All persons collecting children must know their private password.

31. You must complete a medication consent form if you require nursery staff to administer any prescribed medication. Staff cannot administer antibiotics until the child has been on them for at least 24 hours.
32. You must inform us if your child is the subject of any court order and provide us with a copy of this order.
33. Discuss with your child's Key Person and the Nursery Manager if you have any concerns about the services we provide - if you feel your concern has not been resolved please refer to our complaints procedure.
34. Discuss any finance-related issues with the Finance and Accounts Manager- if you feel your concern has not been resolved please refer to our complaints procedure.
35. Mutual respect between yourselves and nursery is fundamental for your child's early years experience. We ask that you treat our staff with respect and follow the complaints procedure should you experience any issues.

## GENERAL

32. We are obligated to report to the relevant authorities any circumstances where we consider that a child may be at risk from harm or neglect. We may do this with or without your consent and with or without informing you.
33. All of our childcare policies and procedures are available in the nursery - please ask a member of the management team if you require copies or the password to be able to read the policies online.
34. I give permission for staff to take photographs/videos of my child using iConnect Daily and for these to be published on mine and, at times, others ParentZone Profiles. As part of this agreement, I will not upload any photographs/videos from ParentZone onto social media. (Failure to comply to this may result in further action by the nursery).

## TERMINATION

35. If you wish to terminate this agreement, you must give at least four weeks' notice in writing and you will remain liable for fees throughout the notice period.
36. You may end this agreement without giving notice in the event that we breach any of our obligations under this agreement and we have not or cannot put right that breach within a reasonable period of time of you drawing it to our attention.
37. We reserve the right to immediately terminate this agreement if:
  1. You have failed to pay your fees by the due date.
  2. You have breached any of your obligations under this agreement and you have not or cannot put right that breach within a reasonable period of time of us drawing it to your attention.
  3. You behave in an unacceptable manner as per our Code of Conduct Policy. We will not tolerate any inappropriate behaviour towards to nursery, both internally and externally, such as social media slandering and physical or verbal abuse towards staff, children or customers within our nursery.

**WE RESERVE THE RIGHT TO AMEND THESE TERMS AND CONDITIONS AND WILL PROVIDE A MINIMUM OF ONE MONTH'S NOTICE PRIOR TO ANY CHANGES.**