



# Terms & Conditions

September 2016-2017

We believe these standard terms and conditions reflect the custom and practice of private nurseries providing full time day care. The rules about notice and payment of fees are designed to promote stability, assist forward planning and the proper resourcing of the nursery. Nothing within these terms and conditions affects the parent/ carers statutory rights.

To enable us to provide and maintain the highest standards of care we require all parents to be aware of, and abide by, the following conditions.

## **Admission for Paying Customers**

1. Children will be considered for entry to the nursery when the registration form has been completed and returned to us. An admission fee of £100.00 is required which is non-refundable as of September 2016.
2. Parent/carers who wish to cancel a nursery place must give **4 weeks' notice**. If parents/carers require a re-submission they will be re-charged with the admission fee of £100.00.

## **Welfare of the child**

1. We will do all that is reasonable to safeguard and promote your child's welfare and to provide personal care to meet and exceed a required standard. We will respect your child's human rights and freedoms which must however, be balanced with the lawful needs and rules of our nursery and rights and freedom of others.
2. By agreeing to these terms and conditions, parents/carers give their consent to such physical contact as may accord with good practice, and be appropriate and proper for teaching and instruction and for providing comfort to a child in distress, or to maintain safety and good order, or in connection with the child's health and welfare.

## **Health and medical matters**

1. If your child becomes unwell during a nursery session the nursery manager or responsible staff will contact the parent/carers to inform them. If parents/carers are not reachable the alternative emergency contact indicated on the registration form will be called. Parents must inform the nursery immediately of any changes to these contact details.
2. If your child is suffering from a transmittable illness, your child should not attend the nursery until such time the infection has fully cleared. A full copy of the company's infection control policy is available from the nursery manager. Parents/carers are asked to refer to the illness / communicable disease list supplied for your information on minimum periods of exclusion from the nursery.
3. Parents/carers are required to notify the nursery manager if your child is absent from the nursery through sickness.
4. Any child who has been sent home from the nursery because of ill health will not be re-admitted for at least 24 hours unless otherwise agreed with management prior to attending. If a child is prescribed antibiotics they will not be allowed to return to the nursery for 48 hours.
5. The nursery cannot administer any medicine to a child unless prescribed by a doctor or in the case of an emergency if written consent by the parent has been given. Should the child be on

prescribed medication, it is the responsibility of the parent or carers to notify the manager or key worker and to sign the necessary form of consent.

6. We reserve the right to call an ambulance in an emergency and escort your child to the emergency department of the nearest hospital. Any decisions regarding the child's welfare will then be made by the emergency department at the hospital. The parent will be called immediately in the event of this being necessary.
7. It is your responsibility to inform the nursery if your child is not vaccinated in accordance with their age. If it is considered necessary, information regarding children vaccinated in nursery may be shared with other parents, however, individual names will not be given.

### **Food and dietary requirements**

1. We will work with parents/carers to provide suitable food for children who have a special dietary requirement.
2. Menus will be uploaded via our interactive noticeboard in the foyer and also on the nursery website. If you require a copy please request this from management and they will email a copy across.

### **Concerns/Complaints**

1. Any question, concern or complaint about the care or safety of a child must be made in the first instance to the supervisor in charge. If the matter cannot be resolved at this level the matter should be referred to the nursery manager and should follow the settings complaints and compliments policy.

### **Disclosures**

1. Parents must, as soon as possible, disclose to the nursery any known medical condition, health problem or allergy affecting the child, or any family circumstances or court order which might affect the child's welfare or happiness, or any concerns about the child's safety.

### **Fees**

1. All fees are charged monthly in advance and must be paid by the first day of the month to which they relate. Fees will be invoiced to the person(s) named on the registration form. Fees are payable during periods of absence from the nursery, including sickness. The nursery will be closed on the annual bank holidays and staff inset training days - these will still be charged.
2. Fees are calculated on the basis of the weekly charge for the hours attended, to create a fixed monthly charge. Fees will be subject to **annual increase on notice from the manager.**
3. Prices quoted are per child for fixed hours.
4. The nursery, in line with other nurseries, operates a policy of 'minimum sessions'. This aids your child settling into the nursery initially and then optimizes maximum development from their time in the nursery. This is particularly true for the under two age group. Please see the manager for further details on the minimum sessions required.
5. Once a place at the nursery is confirmed you will be required to pay the first months invoice to secure your chosen sessions. One month's written notice is required if you no longer require the place or wish to withdraw your child from the nursery. Fees are payable during the whole of this time. Fees are also payable if there is any delay in taking up the place once accepted.
6. If you register your child for a full time place (i.e. 10 sessions per week) and such a place is confirmed by the nursery, you will not be permitted to reduce the number of sessions attended within four weeks, as four weeks written notice is required to reduce the sessions.

7. Fees will not be refunded or waived for absence through sickness or any other reason. This rule is necessary so that the nursery can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other parents. No compensation will be paid or refund given if the nursery has to be closed due to any reason beyond the control of the nursery, such as power failures or weather conditions.

8. The fees at the nursery currently are:

- Full Day care (8:00am - 6:00pm) £59.50 per day.
- Half Day (8:00-1:00pm or 1:00pm-6:00pm)
- Additional hours £6.95 per hour
- Holiday Club £2.95 per hour (no lunch provided)
- FEEE funded children: Please note although you receive 15 free hours this DOES NOT include snack, lunch, tea.
- FEEE funded children along with non-funded children at the nursery will be charged monthly fee of £5.00 for a healthy and nutritious snack.

### **Unpaid fees**

1. The nursery reserves the right to charge a penalty on late fees at the rate of £20 per week. For dishonored cheques/payments a charge of £20 per occasion will be applied.
2. If payment is still outstanding, this may result in your child losing their place at the nursery with immediate effect.

### **Exclusion for non-payment**

1. Children may be excluded from the nursery if fees remain outstanding more than 10 working days beyond the due date and the registration may be terminated.

### **Late collection**

1. Parents/carers collecting children late from the nursery will be subject to a surcharge, details of which are published at the nursery. Charges are made every 15 minutes or part thereof. Parents / carers should be aware that the nursery has to be vacated by the designated closing time.

### **Belongings**

1. The nursery does not accept responsibility for accidental damage or loss of property. This includes pushchairs/strollers locked outside the nursery premises.

### **Insurance**

1. The nursery undertakes to maintain those insurances required by law. Details of these are available from the nursery manager. Copies of the current employer's liability and public liability insurance policies are displayed in the main entrance at the nursery.

### **General**

1. You should be aware that the nursery occasionally takes photographs within the nursery, which may be used, in training or promotional material. Parental preference is adhered to and permission will be sought via the settings permission form which is completed at enrolment. Please refer to the photography policy for more information.

### **Safeguarding children**

1. 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/carers.
2. 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.

### **Security**

1. Parents/carers are welcome to visit the nursery; however we will not admit anyone without prior notification. It is the parent/carers responsibility to ensure that staffs are aware of who will be collecting your child. No child will be allowed to leave the building with anyone, known or not, without prior notification and a password given.

### **Data protection**

1. It is a legal requirement on the nursery to hold information about children using the nursery and its staff. Basic information is used for registers, invoices and for emergency contacts; however, all records will be stored in a locked office and on a secure online database that only management and staff under supervision have access to.

### **Tablet based Journal System**

1. We use a secure online administration system that is password protected and continually monitored by the management team that provide the service. This system is used to store information regarding children, parents/carers and staff and to help the nursery run more efficiently & effectively. Only management and authorized staff of the nursery have access to the information stored on the system. This system is in keeping with the Data Protection Act 1998.

### **Statement Extract from Tapestry – (Online Learning Journal provider)**

Who owns the data?

In short, you, the Tapestry account manager, own the data you put on Tapestry. We, Foundation Stage Forum Ltd, do not. In technical terms, you are the Data Controller, we are the Data Processor.

We will only do things with data that you, or people that you give permission to, request.

We will not access your Tapestry accounts without your permission.

We only use the data you enter to provide the service you see: an online learning journal that helps child minders, schools and nurseries to monitor the progress of their children, communicate with parents and the government and manage their activities.

To be absolutely clear: we don't use the data for marketing; we don't share the data with others to do marketing.

You should be aware of your responsibilities as a data controller. You can find out more at the Information Commissioner's Office website: <https://ico.org.uk/for-organisations/>

### **Legal contract**

1. The offer of a place and its acceptance by the parents gives rise to a legally binding contract on the terms of these terms and conditions.
2. These terms and conditions are governed exclusively by English law.