



# Terms & Conditions

Kids Corner Nursery Ltd - Aug 2023- July 2024

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 / carer's 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. **Admin fee of £100.00** is required which will be non-refundable.
2. Parent/ carers who wish to cancel a nursery place must give 1 months notice. If parent/ carer require a re-submission they will be charged an admin fee of £100.00 again.
3. We operate 38 weeks (Term-Time) a year from 8:00am- 4:00pm.

## Admission For FEEE funded Customers

1. The nursery provides spaces for universal (15hrs) 2,3 and 4 year FEEE funding as well as extended entitlement (30hrs) weekly. We operate for 38 weeks (Term-Time) a year from 8:00am- 4:00pm.
2. Children will be considered for entry to the nursery when the registration form and Annex B Parental agreement form has been completed and returned to us. Appropriate ID checks must be carried out beforehand.
3. Parent/ carers who wish to cancel a nursery FEEE funded place must give 1 months notice in accordance with Leicester City Council's terms & conditions (found in Annex B Parental Agreement form). Failure to do so might lead to being unable to claim FEEE hours at the other setting until the end of the notice period and/or being liable to pay fees for the duration of notice period.

## Welfare of the child

1. We will do all that is reasonable to safeguard and promote your child's welfare and to provide pastoral care to at least the standard required by law and often to a much higher 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 freedoms of others.
2. Parents 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 ill during a nursery session the nursery manager will contact the parent/carer or the emergency contact indicated on the registration form in the case of emergency treatment and parents not being contactable. Parents must inform the nursery immediately of any changes to these contact details.

2. If your child is suffering from a communicable illness your child should not be brought to nursery until such time as the infection has cleared. A full copy of the company's infection control policy is available from our website following guidelines from public health England. 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 carer 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.
8. **COVID 19-** If the nursery were to close due to unforeseen circumstances for any given period of time, either due to lockdown or a case of covid-19, nursery fee's will NOT be refunded for this time period and any further invoices issued must be paid. Failure to make payment will result in termination of contract with immediate effect.

### **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 Tapestry and also on the website. If you require a copy please feel free to let management know 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 and holidays. The nursery will be closed on the annual bank holidays and staff inset training days, this will still be charged.**

2. Fees are calculated on the basis of the weekly charge for the hours attended, to create a monthly charge. Fees will be subject to **annual increase on notice from the manager.**
3. Prices quoted are per child for fixed hours.
4. **Settling In sessions are offered once the admin fee has been paid. We offer settling in sessions for 2 weeks, anything after this time or sessions which exceed 2 hours or more during these 2 weeks will be charged to the hourly rate.**
5. The nursery, in line with other nurseries, operates a policy of “minimum sessions.” this aids your child settling into the nursery initially and then optimises 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.
6. Once a place at the nursery is confirmed a deposit equivalent to a month’s fees becomes payable to secure the place. 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.
7. If you register your child for a place at nursery 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.
8. **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.**
9. In the case of partial/full closures of the nursery due to government guidance at any time, nursery fees will be charged at a reduced cost of 50% (retainer fee).
10. In periods of absences due to self-isolation/family members self-isolating nursery charges will be applicable in full.
11. Sessions to be discussed and agreed by Management.

## **12. The fees at the nursery currently are:**

### Non-Funded Children:

- £8.50 per hour
- Sessions are flexible and can be used within our operating hours of 8am till 4pm. Snack and lunch is included.

### Funded children:

- FEEE funded children please note although you receive 15/30 free hours this DOES NOT include meals.
- There is a payment of £15 per month for children who are claiming 15-hour funding. This payment covers the provision of a healthy and nutritious snack that will be provided to the children on a daily basis. Alternatively a healthy nutritious snack from home can be sent in a clear container with a name.
- There is a payment of £20 per month for children who are claiming 30-hour funding. This payment covers the provision of a healthy and nutritious snack that will be provided to the children twice daily AM & PM. Alternatively a healthy nutritious snack from home can be sent in a clear container with a name.
- A hot lunch will be an additional £2.50 per meal
- An option of bringing in a healthy, nut free pack lunch from home can also be agreed by management.
- Additional hours are £8.50ph

12 a. Bank Holidays we are closed but fees are still charged for booked sessions/hours.

12 b. Any holidays taken whilst nursery is still open will still be charged to reserve your child's space.

### **Unpaid fees**

1. The nursery reserves the right to charge interest on late fees at the rate of £20 per week. For dishonoured cheques/payments a charge of £20 per occasion will be applied.
2. If payment is still outstanding this may result in deposits lost and a place for your child will be removed with immediate effect.

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

1. **Children may be excluded from the nursery if fees remain outstanding more than 5 working days beyond the due date and the registration terminated.**

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### **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 £5.00 for every 10 minutes or part thereof.** Parents / carers should be aware that the nursery has to be vacated by the designated closing time.

### **Belongings/ Car Park**

1. The nursery does not accept responsibility for accidental damage or loss of property.
2. The nursery does not accept any responsibility for any damage in the car park.
3. The yellow zig-zag lines outside the nursery are monitored by automated system through Leicester City Council. We do not accept any responsibility for any fines issued.

### **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/carer.

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 staff 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.

### **IPAD**

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 on children, parent and staff and to help the business run more efficiently. Only management and the administrator of the nursery have access to the information stored on the system. This system is in keeping with the data protection act 1998.

### **Tapestry**

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

We only use the data you enter to provide the service you see: an online learning journal that helps childminders, 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.