

TERMS & CONDITIONS

The Not Too Small Print

Whilst we try to keep our terms and conditions as brief as possible, nonetheless, because we are caring for very young children, we are naturally obligated to many rules, regulations and also a good deal of legislation. We take our responsibilities very seriously and in that regard we have to be very clear to our parents and carers about the framework within which we operate. Please take time to read the following pages as it will help us provide and maintain the highest standards of care.

The terms and conditions detailed in this document represent the key elements of our booking agreement. However, as you can appreciate there is a significant amount of day to day detail which cannot be reasonably contained in one document.

Your acceptance of our terms is initiated at the booking and registration stage. Whilst this agreement naturally has legal implications, we always act with fairness and take into account specific circumstances before making decisions. The success of your child's time here is dependent on the partnership between the Nursery and our parents and carers. Please don't hesitate to let us know if you wish to discuss the terms further.

1 Booking and Registration

- 1.1 Admission dates are at the start of Autumn (September) and Spring (January) terms. Unless a space becomes available at any point throughout the academic year.

There is a minimum booking requirement of 15 funded hours per week for 2, 3 & 4 year olds who are eligible for funded hours.

For non-funded sessions, our minimum booking requirement is either two mornings or two school day sessions or a combination of both. We believe this is important for continuity of care.

Once your child is entitled to funding these sessions must be increased to 15 funded hours per week. A session is a morning or afternoon, (3 hours) with a school day representing 2 sessions – 6 hours offered in a continuous block.

FREE 15 hours sessions could look like 2 school days and 1 morning or afternoon session, or 5 mornings/afternoons.

Additionally we offer extended lunchtime care at either the end of the morning session or 30 minutes additional care at the end of the day in line with school hours. This is charged at a rate of £4.85.

A hot nursery lunch can be provided at a cost of £2.95 or you may choose to bring a healthy packed lunch from home.

Extra Hours, subject to availability, will be charged at standard session rates.

All sessions include drinks, fruit and snacks in the quoted prices.

The booking is not complete until the relevant booking and registration form, identification and deposit has been returned to the Nursery. Deposits are incrementally refundable against usage.

- 1.2 If you are unable to pay the booking deposit at the time of completion of the booking form, but want to secure your place, then we are able to accept the booking form and keep your reservation allocated for 14 days. Extensions beyond 14 days will be governed by other bookings coming into the Nursery and are at the discretion of the Nursery Manager.

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1.3 Unfortunately, should you cancel your place, the deposit will become non-refundable.

1.4 *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 subject to availability. However, decreasing the number of sessions booked will be reasonably considered and we will take into account circumstances, notice, amount of reduction and our other booking requirements. We reserve the right to cancel your booking and withhold all or part of the deposit if the decrease is greater than one full day or two half sessions or there is an unreasonable delay to the start date.

1.5 *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 1 Months' notice. Decreases to your booking require 1 months' notice. We reserve the right to cancel your booking and withhold all or part of the deposit if the decrease is greater than one full day or two half sessions.

1.6 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 during the first 12 weeks after commencement. After this time, the Nursery requires 12 weeks' notice of any changes or circumstances of change. However, reduced notice period requests can be considered at the discretion of the Nursery Manager.

1.7 Once a place has been taken up, (excluding full time) the Nursery requires 1 month's written notice of any changes.

2 Fees and Financial

2.1 All on-going fees are billed in advance on the first day of the month and payable within 14 days from the date of invoice, after which, charges may be incurred. Responsibility for paying fees resides with the parents or legal guardians of the child. We accept payment via BACS, childcare vouchers or via our IPAL Booking System

2.2 Fees are calculated monthly.

2.3 The Nursery is closed at weekends, Bank Holidays, Warwickshire Schools Holidays and Tanworth in Arden CofE Primary School's scheduled annual Teacher Training Days.

2.4 The Nursery will adjust your invoice to exclude closed periods detailed in 2.3 above. Refunds will be made where we are instructed to close by the DfE or by Local Authority or when management and governors have agreed to close the provision due to circumstances beyond our control. Dependent on the length of closure, Governors will endeavour to refund fees in full where there is an enforced closure from government or local authority that lasts no more than 10 days. Where the enforcement closure lasts more than 10 days, management reserve the right to retain 25% of fees, for a maximum three week period..

2.5 Fees can be paid weekly 'on account' if this helps with cash flow.

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 full month calculation the following month.

2.7 Fees are reviewed once per year by the School Governing Body. Any changes to the fee rates will be notified to you at least 8 weeks in advance.

2.8 Extra sessions are payable in arrears and will be billed to you on your next due Invoice.

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

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2.10 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.

2.11 The Nursery reserves the right to charge a late payment fee as detailed in our Pricing Schedule.

2.12 There is a minimum booking commitment for children aged 2 to 4 years as detailed in 1.1 above. Bookings must be for the same session(s) each week. 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.

2.13 Our nursery is open between 8.45 am and 3.15pm Monday to Friday for 38 weeks of the year during term time. We are closed for all school holidays, teacher training day and bank holidays.

School day sessions are available from 8.45am – 2.45pm along with morning sessions from 8.45am – 11.45am and afternoon sessions from 12.15pm – 3.15pm.

Additionally, we offer extended lunchtime care at either the end of the morning session or 30 minutes additional care at the end of the day in line with school hours. This is charged at a rate of £4.85.

Fees are calculated monthly and are discounted to reflect the Nursery closure periods due to bank holidays, teacher training days and school holidays. We do not provide discounts for family holidays or extended periods of absence.

2.14 Because of the staffing and resource requirements as laid down by Ofsted, children who are collected after the agreed time will incur a late collection charge. The current charges are posted on the website within our Nursery Pricing Schedule

2.15 Parents / carers claiming the Early Years Free Entitlement from the Nursery should ensure that they are not claiming more than the statutory allowance. Please consult with the Nursery Staff if in any doubt.

3 Termination and Suspension of Childcare Services

3.1 You may end this agreement by giving one month's written 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 or endangers the safety and well-being of any of the other children 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, 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

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(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 / carer. (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 / carers 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 carers. 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

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

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

4.4 If Parents/carers ask staff to baby-sit outside Nursery hours, this is a contract between parent/carer and the member of staff. 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 carer, in accordance with our Safeguarding Children Policy.

5.2 Intimate care can be provided by a male or female member of our staff and can include feeding, washing, dressing, toileting and nappy changing. In instances where a parent or carer 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 carers 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 /

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carers 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 by external caterers with consideration to provide a well-balanced diet. Vegetarians and special dietary requirements are catered for. A copy of the weekly menu is made available via the office. Please ensure you keep us notified about your child's dietary needs and preferences.

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 'Medicine Consent' 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 if applicable, provide in date medication (eg. Epi Pens & inhalers) along with a fully completed Medical declaration and consent form. Parents 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 We suggest that all personal toys, books or other equipment are 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. Please 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 are encouraged to wear the Nursery Uniform. Please avoid 'designer' clothes as accidents can happen. Two changes of clothes should be provided, in a labelled bag. 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, although we take very good care of child property whilst in the Nursery.

5.13 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.

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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 playrooms or the garden. (3) Photographs taken of the children are stored on the Nursery computer and are password protected. (4) Photographs are vetted for suitability before being printed or published. (5) All children are dressed appropriately before pictures are taken. (6) No photographs are taken in sensitive areas such as toilets or nappy changing rooms. (7) Parents are requested not to use their mobile phones within the Nursery or School premises. If you do **not** wish your child to be photographed or recorded please inform the Nursery in writing.

6.2 If your child is going to be collected by someone other than you, 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.

6.3 Under no circumstances will the child be allowed to leave Nursery with anyone unknown to Nursery staff unless the parent or carer has previously arranged this. If the parent / carer has made alternative arrangements by telephone, the Nursery will require the name, address and telephone number 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 Nursery does also use a password system for entry to the building.

6.4 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.

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 School Headteacher, and in the final instance, The Chair of Governors

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.

7.4 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 3 for more information.

7.5 Acceptance of this agreement is implicit when you sign our booking document and applies to all parties noted on the booking form, irrespective of whether the secondary parties have signed the form. We would respectfully request that if parents / carers experience difficulty in fulfilling any of the conditions of this agreement, that they contact the Nursery Manager or the Head Teacher as soon as possible. We will do our very best to resolve the issue.