



# Terms and Conditions

## Application and Registration

A signed and fully completed application form together with a non-refundable Registration Fee of £50 is required in order to apply for a place. Registration does not guarantee a place for the start date/sessions required.

A minimum of three days per week, not including Fridays, must be booked in order to apply for a place. Once we have received your completed acceptance form, accepted your deposit and confirmed your child's place in writing, a contract will be formed between you and the Nursery for the provision of childcare. Please note that your start date is subject to the Nursery's availability. Deposits are deducted from your final months invoice, subject to all fees and other liabilities to the Nursery have been paid in full, and providing the minimum notice required is fulfilled. [1] If you withdraw your child without the required notice we will offset the deposit paid against any outstanding fees and invoice the balance.

We accept new admissions into the Nursery every half term subject to availability. In order to support a smooth transition to our Nursery, all new starters will have a staggered entry subject to the Nursery manager's discretion. It is expected that your child will apply for three terms at our nursery.

The deposit must be paid within two weeks of a written offer. If the deposit is not received by the Nursery within two weeks of the date of the letter, the place may be withdrawn. Please note we require one deposit for each child's place.

In line with consumer law, once you confirm your child's place by paying the deposit, you have a legal right to cancel within 14 days and receive a full refund of all fees paid, including the deposit and any additional fees paid in advance.

To cancel, you must contact us in writing within 14 calendar days of making the payment.

Please note: if your child starts attending the Nursery within this 14-day period, the right to cancel no longer applies and our standard notice periods will apply instead.

After the 14-day cancellation period has ended, the deposit becomes non-refundable if your child does not attend the Nursery for any reason.

## Fees and Payments

If you choose to discontinue your child's enrolment, we require a minimum of one term's notice. Failure to provide this notice will result in charges equivalent to one term's fees.

Fees and payments for your child's nursery place are payable on or before the 1st day of each month, in advance. Fees are charged in 12 equal monthly installments unless otherwise agreed. These installments reflect the annual cost of the place and are spread evenly across the year, including quieter periods and holidays. Charges for ad hoc sessions, late collection or other extras will be added to the following month's invoice. Where a child's fee rate changes after a birthday (for example, due to moving into a new age band or becoming eligible for government funding), the new rate will take effect from the start of the following term. Fees are reviewed annually and any increases will be notified to parents at least two months ahead of implementation.

If a parent fails to meet payment deadlines, the Nursery reserves the right to terminate the child's place and to withhold any refund of fees. In such cases, we may also charge interest on overdue amounts at 2% above the Bank of England Base Rate.

Additional charges may also be payable for recovery of outstanding sums where third party debt recovery agencies are involved.

Parents are responsible for all outstanding fees, this includes gaps in any funding entitlement.



## Working Parent Funding (and/or other Government funding)

Parents are responsible for applying for funding for their child in a timely manner and for providing all details necessary to enable the Nursery to claim that funding via the dedicated Werton Group funding form before the start of each term. Parents are responsible for payment in full following acceptance of a contract, regardless of change of eligibility.

Siblings of children in our nurseries are offered a 5% discount (on the lower fee), subject to the nurseries discretion.

## Additional fees

### **The policy for adding one off sessions of scheduled additional hours is as follows:**

Parents should fill out the form that we provide and then call the office directly to request the extra session if they have not heard back, only once submitting the form. We request a minimum of two weeks' notice prior to the start date of the requested change. This means ten full business working days before the start of the changed hours. There will be no reduction in cost or hours for subsequent changes/cancellation of the extra sessions or changes after the booking. Any further increase will require 2 weeks notice.

Please note confirmation of the request to add a session of additional hours will be subject to staffing and capacity and offered at the discretion of the office or the Nursery manager.

### **The policy for permanent changes to a contracted booking are as follows:**

Parents should fill out the form that we provide and then call the office directly to request the change. We request half a term's notice for an increase in hours. A reduction in hours will require a term's notice. Day swapping is not allowed and for permanent changes we will be charging for the full month of hours from the start month in which the change is made, equivalent to 4 weeks of additional hours.

**Late Collection Fee:** Any child not collected by the agreed time will incur a late collection fee of £10 for every ten minutes or part thereof. This fee is for when the child is being picked up late within the Nursery hours. If the child is being picked up outside of Nursery hours the parent will incur a higher fee of £15 for every 10 minutes of late collection, or part thereof. This fee reflects the additional staffing and resources required to care for children beyond their standard hours.

**Early drop-offs and late pickups:** Drop off and pick up outside contracted hours is not allowed. Please note, any early drop offs will be charged at an hourly rate and repeated instances of ignoring this policy may result in a review of your child's place.

**Refund Policy:** No refunds can be given for sessions missed due to sickness, holidays, enforced temporary closures or when the Nursery is closed for Holidays/Staff Training Days. Please note inset days are included in your term date fees so will be invoiced as part of your booking.

### **The policy for adding emergency or ad-hoc sessions is as follows:**

Parents should fill out the form that we provide and then call the office directly to request the extra session. This will be charged at the regular hourly rate during Nursery hours. This is available at the managers discretion.

## Illness and accidents

In the event of an accident, parents will be notified by Family and asked to fill out the acknowledged form. In the case of a head injury parents will be notified by phone call. Parents may be asked to withdraw their child from the Nursery in the event that they require special medical care or attention or are otherwise deemed not well enough to attend. We have an Illness and Exclusion Policy (available on request), which we expect all parents and carers to adhere to.

The Nursery cannot accept responsibility for children contracting contagious diseases or infections.

Parents are obliged to inform the Nursery of any sickness, illness or allergies on registration of their child and thereafter.

A health Care Plan must be completed for medical care needs.



## Medication

We will give your child any prescribed medication, providing you complete our medication form. We will not administer any non-prescribed medicine.

## Liability

The Nursery does not accept responsibility for any loss or inconvenience suffered by parents arising directly or indirectly from a temporary closure of its premises or as a result of the non-admission of a child for any reason. Fees will be charged for all reserved sessions regardless of holidays, sickness or temporary closures.

The Nursery cannot accept responsibility for children whilst in the care of their parents on its premises or on the site.

Nothing in these terms limits our liability for death or personal injury caused by our negligence or for any other matter where liability may not legally be limited.

## Security and collections

Children are not permitted to leave the premises with anyone unknown to staff or with anyone under the age of 16. Parents are asked to provide Nursery Staff with a list of individuals who will be dropping off and/or collecting their child. This information should include full name, telephone numbers and a copy of a form of ID for each named adult. If a parent needs to put into place a last-minute change to the collection list, they must notify the head office in writing of this request with written permission from parents.

Parents/carers must observe the Nursery's Security Policy at all times and ensure that all doors/gates are securely closed/bolted behind them and that they do not allow people entry to the Nursery under any circumstances.

When dropping off or collecting their children all parents and carers must park safely and with due consideration to our neighbours. Parents must refrain from blocking residents driveways at all times.

## Consent forms

Parents will be required to sign a declaration of consent form for the following:

- Administration of prescription medicines
- Summoning emergency medical assistance, which may include taking a child to a GP or hospital
- Liaising with external professionals
- Administering First Aid
- Trips and outing away from the Nursery
- Consent for named and ID individuals to drop off and or collect your child from Nursery
- Applying sun-cream and plasters

## Online Safety Acceptable Use

- The use of photographs in children's online accounts in Family/Tapestry
- Taking photographs of your child may be used for display purposes within the Nursery or for use on our website/social media
- Taking photographs of children at the Nursery as individuals and/or as part of a group activity/performance.

## Complaints

To help resolve any issues or concerns, the Nursery maintains a formal complaints procedure to ensure that your views are heard and dealt with promptly by a senior member of staff at any time.

### Stage 1

The parent should speak to the Nursery Manager directly to try to sort out the matter between them.



## Stage 2

If the matter is unable to be resolved informally the parent should email the office or fill out our complaint form. The parent will then be contacted by a member of the education team to try to resolve the matter.

## Stage 3

If the parent is not satisfied with the outcome of the investigation, he or she requests a meeting with the Office/ Manager/Education team/Directors or all. The parent may have a friend or partner present if they prefer and the leader should have the support of the management team. An agreed written record of the discussion is made, as well as any decision or action to take as a result. All of the parties present at the meeting sign the record and receive a copy of it. This signed record signifies that the procedure has concluded. When the complaint is resolved at this stage, the summative points are logged in the file.

## Stage 4

If at the stage three meeting the parent and setting cannot reach agreement, an external mediator is invited to help to settle the complaint. This person should be acceptable to both parties, listen to both sides and offer advice. A mediator has no legal powers, but can help to define the problem, review the action so far and suggest further ways in which it might be resolved.

The mediator keeps all discussions confidential. She can hold separate meetings with the setting personnel (setting leader and chair, director or owner) and the parent, if this is decided to be helpful. The mediator keeps an agreed written record of any meetings that are held and of any advice s/he gives.

## Stage 5

When the mediator has concluded her/his investigations, a final meeting between the parent, the setting leader and the chair, director or owner is held. The purpose of this meeting is to reach a decision on the action to be taken to deal with the complaint. The mediator's advice is used to reach this conclusion. The mediator is present at the meeting if all parties think this will help a decision to be reached. A record of this meeting, including the decision on the action to be taken, is made. Everyone present at the meeting signs the record and receives a copy of it. This signed record signifies that the procedure has concluded.

The role of the Office for Standards in Education, Children's Services and Skills (Ofsted) and the Local Safeguarding Children Board:

- Parents may approach Ofsted directly at any stage of this complaint's procedure. In addition, where there seems to be a possible breach of the setting's registration requirements, it is essential to involve Ofsted as the registering and inspection body with a duty to ensure the Safeguarding and Welfare Requirements of the Early Years Foundation Stage are adhered to.
- The number to call Ofsted with regard to a complaint is: 0300 123 1231
- If a child appears to be at risk, our setting follows the procedures of the Local Safeguarding Children Board
- In these cases, both the parent and setting are informed and the setting leader works with Ofsted or Local Safeguarding Children Board to ensure a proper investigation of the complaint, followed by appropriate action.

You may also be entitled to refer a complaint to an approved Alternative Dispute Resolution (ADR) body. We will provide details if this becomes applicable.

## Records

A record of complaints in relation to our setting, or the children or the adults working in our setting, is kept; including the date, the circumstances of the complaint and how the complaint was managed.

The outcome of all complaints is recorded in the Complaint Investigation Record, which is available for parents and Ofsted inspectors on request.



## Information

The following information must be provided to the Nursery on registration:

- Details of parents/carers including daytime and emergency contact numbers
- Notifiable diseases and other medical conditions that the child has had and a Health Care Plan must be completed and signed by the parent and GP/Medical Practitioner
- Details of immunisations
- Food or medical allergies
- GP/Dentist name, address and telephone number.

Parents are required to inform the Nursery of changes to any of the above.

We will use your personal data, and your child's, in line with our Privacy Notice, which is available upon request. This includes the use of platforms such as Famly or Tapestry, and sharing information with external professionals where appropriate.

## Employment of staff by parents

Parents are prohibited from directly or indirectly employing (including babysitting) or enticing for employment, any member of Nursery Staff with whom they or their associates have been in contact. Being found to be doing so will result in disciplinary action.

## Staff

The Nursery requests that parents/carers refrain from 'befriending' staff on social media platforms, maintain confidentiality and professionalism and support staff to enjoy their personal lives.

## Termination/Cancellation/Change of sessions

Notice must be provided in writing to withdraw your child from the Nursery. For all year-round Nurseries we require two months' notice. For term time Nurseries we require a full term's notice.

The Nursery reserves the right to terminate a placement if fees are not paid by the due date, if parents/carers fail to observe the Policies & Procedures of the Nursery, or a parent, carer or child displays abusive, threatening or otherwise inappropriate behaviour.

The Nursery reserves the right to terminate a placement if important information concerning or affecting your child is withheld/not communicated to Nursery Management and staff.

Should a mutually agreed start date be postponed by parents, the Nursery reserves the right to charge from the original start date as indicated on the Nursery application form/placement offer letter.

## Personal Property and Belongings

While staff will exercise all reasonable care to ensure that the Children's belongings are not lost or damaged, the Nursery cannot be held responsible for any loss or damage that might otherwise occur.

We cannot accept any responsibility for any loss or damage of toys or comforters from home should children bring these to the Nursery.

All items of clothing/footwear must be clearly labelled by parents prior to the child starting at the Nursery.



Prams/buggies are not permitted in the main building or allowed to block fire exits/escape routes in order to comply with Health & Safety and Fire Regulations.

Sun hats are compulsory for all ages.

Please dress your child appropriately for their day at Nursery, weather wise, messy play/paints and be aware we will only change your child if necessary, i.e. if your child has had an accident or gets wet with water play. Again, the Nursery cannot accept any responsibility for damaged clothing.

Once your child is walking please supply the Nursery with a pair of named wellington boots that fit your child, and a bag of spare clothing that is all named and is checked regularly to ensure it still fits and suits all climates.

If it is sunny weather, please apply an initial sun screen lotion application before coming to Nursery and our staff will re-apply as necessary throughout the day.

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[1] All year-round nurseries require a minimum of two full calendar months' notice. Term time only Nurseries require a full terms notice.