



## TERMS AND CONDITIONS

1. Registration Form and Registration Fee
  - 1.1 A completed and signed Registration Form together with a non-refundable Registration Fee of £350 must be received by the Nursery before a Child placement can be considered and/or offered.
  - 1.2 Please note that payment of the Registration Fee does not guarantee a place at the Nursery nor the requested start date or number of sessions.
  - 1.3 Due to staffing and allocation of resources, Parents\* are required to register a Child\*\* at the Nursery for a minimum term of six months (the "Minimum Period").
2. Retainer
  - 2.1 A retainer equivalent to the relevant Monthly Fee (the "Retainer") is payable on acceptance of a Child placement.
  - 2.2 The Retainer will be held by the Nursery for the duration of the Child's registration at the Nursery and will be refundable prior to following billing period once the child has left the nursery, provided that:
    - i) the Child has attended the Nursery for the Minimum Period; and
    - ii) Parents have complied with the Nursery's cancellation policy (please see paragraph [8] below) by providing at least two calendar months' advance written notice to the Nursery Manager that the Child is to be withdrawn and registration cancelled.
  - 2.3 Any offer of a Child placement will be made in writing with a request for payment of the Retainer (the "Offer Letter") as soon as practicable following the Nursery's receipt of a completed and signed Registration Form and Registration Fee. Please note that if the Retainer is not received by the Nursery within seven days of the date of the Offer Letter, the offer of a placement may be withdrawn.
3. Nursery Fees and Charges
  - 3.1 Each Child must have a Direct Debit mandate set up prior to starting the Nursery.
  - 3.2 Upon acceptance of a Child placement, and as with all fees thereafter, the first Monthly Fee is payable in advance by Direct Debit. Should it not be possible for a Parent or Carer to set up a Direct Debt in time for the first Monthly Fee, payment will be accepted by bank transfer.
  - 3.3 Any cancellation or amendments to Direct Debit Mandates or removal of Automatic payments will incur a charge to the Parent or Carer of £20

- 3.4 All Direct Debits will be deducted on the 1<sup>st</sup> working day of each month. Any payments received after the 20<sup>th</sup> of the month will not be deducted from fees owing until after the 1<sup>st</sup> of the following month. Where the 20<sup>th</sup> falls on a weekend or a Bank Holiday, the Nursery will only collect fees up to and including the previous Friday for that month (the "Stop Date").
- 3.5 Any fees owed to the Nursery in respect of services between the 20<sup>th</sup> of a month or a Stop Date to month end, will be deducted on the 1<sup>st</sup> of the following month.
- 3.6 In any event, where any outstanding amount is less than £10, the balance will always be deducted on the 1<sup>st</sup> of the following month.
- 3.7 Where a Child's fee rate changes after a birthday any reduction in the Monthly Fee will take effect from the 1<sup>st</sup> of the following month.
- 3.8 Fees are calculated on a monthly rate basis (x52 weeks divided by 12). However, if a child is not attending for a full month (ie. when starting or leaving the Nursery) fees will be calculated on a daily rate basis.
- 3.9 All booked sessions and ad hoc/extra hours must be paid for regardless of whether the Child attends. This is because the Nursery reserves places with appropriate staffing in advance and so that the Nursery can properly budget for its expenditure and ensure that the cost of individual default by a particular Parent or Carer does not fall on other Parents. If your child will not be attending, you must notify the Nursery as early as possible on the first day of your child's absence. There are multiple ways of doing this, calling us on 02046296081 or signing your child off on Family with absence reason. Once a child is marked absent, the nursery has the right to offer this session as an ad hoc to another family. If enough notice is not provided, the ad hoc sessions must be honoured. Sessions cannot be swapped due to holidays/sickness. Increases to sessions will require a Parent or Carer to pay an increased refundable retainer (ie. the equivalent of the Monthly Fee).
- 3.10 No refunds can be given for sessions missed due to sickness, holidays, enforced temporary closures, when the Nursery is closed for Holidays / Staff Training Days or when a child has been excluded due to non-payment of fees.
- 3.11 Any extended period of absence through sickness will be charged at the discretion of the Nursery Manager / Director.
- 3.12 If the Nursery is legally required to close due to COVID-19 or any such pandemic, or if a child is required to 'self-isolate' as required by law due to having or potentially having COVID-19, the nursery shall charge fees at 75% of the usual level during this isolation period to enable us to hold the child's place and cover unavoidable overheads.
- 3.13 Fees include nappies, wipes, creams, toiletries, formula milks up to 1 year of age, all meals and refreshments and snacks, feeding bottles, bibs, sheets, blankets, play equipment and facilities.
- 3.14 Nursery uniform is charged separately and is compulsory for Quetzals, Toucans & Macaws.

- 3.15 All fees are reviewed annually and any increases, in line with the Nursery Cancellation and termination policy (at paragraph [8] below), will be notified two months ahead of implementation.
4. Childcare Vouchers / TFC / Third Party Payment of Nursery Fees
- 4.1 The Nursery accepts childcare vouchers / TFC as payment against fees and participates in various salary sacrifice schemes. These schemes must however align with the Nursery fees payment / Direct Debit Collection processes.
- 4.2 Childcare Vouchers / TFC / Salary Sacrifice schemes for payment of Nursery Fees must be arranged by Parents / Carers and credited by the provider to the Nursery's account prior to 20<sup>th</sup> of the month in advance, or they will be deducted against the following month's fees. If overpayments are made, any credit on account will not be refunded to the parent directly but deducted from the following invoice. If credit continues to accrue this will be refunded, along with the retainer once the child has left the nursery, providing all fee payments are up to date and the correct notice has been provided in writing. Please note the Nursery reserves the right to opt out of any / all such schemes at any time.
5. Sibling Discount
- 5.1 A 5% sibling discount is available, applicable to whichever is the lower of the two fees.
6. Minimum Booking
- 6.1 A minimum of three half-day sessions must be booked in advance of a Child placement. The Nursery believes that this not only helps the Child to settle into the Nursery but also maximizes the Child's development at the Nursery.
- 6.2 Unless the Child is already attending five half-day sessions during a given week, if booking a Friday, a full day must be taken.
- 6.3 Ad hoc sessions/extra hours and/or changes to sessions may only be booked and agreed with the Nursery Manager / Deputy Manager or a Director.
7. Arrears, late payment of fees or unpaid fees
- 7.1 In the event of any arrears, late or unpaid fees, the Nursery reserves the right to terminate or suspend the Child's placement until the issue is rectified.
- 7.2 The Nursery reserves the right to levy a 5% interest charge above the prevailing Bank of England Base Rate on outstanding fees. An additional charge of £150 may also be payable for recovery of outstanding sums. In any event, any cost incurred as a result of any termination or suspension of a placement will be paid by the parent or carer, in addition to the outstanding fees and any due interest.

- 7.3 Parents are held responsible for all outstanding fees. The Nursery is not liable for collections from third parties, e.g. University / colleges, voucher providers, grant funding agencies, employers, salary sacrifice schemes.
  - 7.4 In the event that legal proceedings are necessary to recover outstanding fees, subject to any court-imposed limitations on costs recovery, the Nursery will seek to recover any debt recovery costs (i.e. solicitors' and/or court issue fees) from Parents.
8. Cancellation, Change & Termination
- 8.1 Parents may withdraw the Child from the Nursery or reduce previously agreed levels of attendance, by providing the Nursery Manager with two full calendar months' advance written notice, effective from the 1<sup>st</sup> of the following month (the "Notice Period").  
  
Eg. If notice is given on 18 June, fees would be payable up to the end of August
  - 8.2 Due to staffing requirements, allocation of resources and subject to availability and prior agreement with Nursery management, the changing of sessions is only permitted on a permanent basis.
  - 8.3 Parents still remain liable for fees throughout the Notice Period. If parent or carer withdraws the Child during the Notice Period, the fees shall remain payable.
  - 8.4 The Nursery reserves the right to terminate a placement if fees are not paid by the due date, if Parents fail to observe the Policies & Procedures of the Nursery, or a Parent or carer or the Child displays abusive, threatening or otherwise inappropriate behavior.
  - 8.5 The Nursery reserves the right to terminate a placement if important information concerning or affecting the Child is withheld from the Nursery Manager and staff.
  - 8.6 In any other circumstance of termination, the Nursery will provide two full calendar months' advance written notice to parents.
  - 8.7 Should a mutually agreed start date be postponed by a Parent, the Nursery reserves the right to charge from the original start date as indicated on the Registration Form and/or Offer Letter.
9. Limitation of liability
- 9.1 The Nursery cannot accept responsibility for Children whilst in the care of Parent(s) or Carer on its premises.

- 9.2 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.
- 9.3 The Nursery does not accept responsibility for Parents' cars parked on the forecourt or in the vicinity of the Nursery. Please do not park on or block driveways in the road or surrounding roads. Please be considerate of our neighbours at all times, thank you.
10. Hours of Operation
- 10.1 The Nursery is open from 7.30am – 6.30pm Monday to Friday excluding Bank Holidays, two weeks over the Christmas / New Year period and for designated staff training days.
- 10.2 Full day and part time sessions are available to provide parents with maximum choice and flexibility. Full day: 7.30am – 6.30pm / Half day am: 8am – 1pm / Half day pm: 1pm – 6pm.
- 10.3 Parents are requested to arrive no later than 10 minutes prior to the end of the session to allow time for feedback and collection.
11. Late Collection Surcharge
- 11.1 If a Child is collected after the agreed time, a charge of £50 for the first quarter hour and £1 per minute thereafter may be imposed at the discretion of the Nursery Manager.
- 11.2 Parents must inform the Nursery at the earliest instance if they are going to be late to pick up their child.
12. Accidents and Illness
- 12.1 In the event of an accident parents will be notified and are required to read and acknowledge an accident report form via Family. If a child has even a minor head bump a head injury form will be given at collection in line with first aid procedures. Parents will also be telephoned if deemed necessary.
- 12.2 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.

- 12.3 The Nursery cannot accept responsibility for a Child contracting contagious diseases or infections. No child may attend if they are suffering from sickness, diarrhoea, an infectious illness or have any non-specific rashes until they are symptom free and have completed the necessary incubation period for the specific illness / infection. Children must remain away from Nursery for 48 hours from their last bowel/ sickness episode or cleared to return by a doctor to ensure that they are no longer contagious and are back to full health. If a child has a temperature or has been given Calpol they are not to attend the setting. A child must be without a temperature or Calpol for at least 24 hours before attending Nursery.
- 12.4 Parents are obliged to inform the Nursery Manager of any sickness, illness or allergies on registration of their child and thereafter. A Health Care Plan must be completed for medical care needs. A child's attendance at Nursery whilst on medication or if they have been injured, e.g. by suffering a fracture or sprain etc will be at our sole discretion. All individual medication must be prescribed for the child, be in date and clearly labelled in English with a batch number. The nursery cannot administer prescribed medication until the child has completed 48 hours of the course. If your child should be injured or become ill while at Nursery, we may administer first aid, arrange for your child to obtain medical assistance, or require you to collect the child before the end of the session. Parents must notify the Nursery when either non-prescribed medication or prescribed medication has been administered to a child prior to them attending Nursery due to the possibility of allergic reactions.

### 13. Parental Consent Forms

- 13.1 Parents will be required to sign a declaration of consent form / obtain consent for the following:
- a) Administration of prescription medicines.
  - b) Summoning emergency medical assistance, which may include taking a child to a GP or hospital.
  - c) Liaising with external professionals
  - d) Trips and outings away from the Nursery
  - e) Consent for named individuals to drop off and or collect your child from Nursery
  - f) Face-painting – as part of certain creative activities
  - g) Online Safety Acceptable Use
  - h) The use of photographs / videos for 'Family'
  - i) Taking photographs / videos of your child which may be used for
  - j) display purposes within the Nursery or for use on our website / social media
  - k) Taking photographs / videos of children at the Nursery as individuals and / or as part of a group activity / performance.

NB: Parents may withhold permission for any or all of the above and will accordingly be asked to complete a Consent Withheld Form.

14. Dress

14.1 In line with the Nursery's ethos of 'Learning Through Play' Parents of Children must adhere to the following uniform code for Children 30+ months:

- White Nursery Polo Shirt
- Navy Nursery Pinafore Dress
- Navy Nursery Jumper
- Navy Nursery Joggers / Navy shorts / Navy Leggings
- Navy Nursery Sun Hat
- Sensible shoes that protect toes

14.2 Please dress your child appropriately for their day at Nursery weather wise and be aware that changes of clothing / footwear throughout the day will only take place if necessary i.e. if your child has had an accident.

14.3 Please refrain from sending your child in to Nursery with excessive jewellery / accessories such as hair bands, clips etc that can be a choking hazard and a hindrance to their play.

14.4 If sunny please apply sun lotion before coming to Nursery and our staff will re-apply as necessary throughout the day.

15. Personal Property & Belongings

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

15.2 The Nursery strongly recommends that children are not dressed in expensive clothing whilst attending the Nursery as they will be enjoying messy activities & 'Learning Through Play'

15.3 The Nursery recommends that any toys, books or other equipment from home are not brought into the Nursery unless Nursery staff have requested that any such toys, books or other equipment are brought in for the purpose of the Child undertaking a specific activity.

15.4 Parents MUST label all items of clothing and footwear prior to a child's placement at the Nursery. Please also supply a named water bottle.

- 15.5 Prams and/or buggies are not permitted in the main building or allowed to block fire exits / doors and/or escape routes in order to comply with Health & Safety and Fire Regulations. All buggies must be stored in the appropriate storage facility. Likewise the stairs must not be used as a seating area as this is a fire hazard.
16. Welfare of the Child
- 16.1 By accepting these terms and conditions, Parents are giving their consent to such physical contact as may accord with good child care 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.
- 16.2 The Nursery has an obligation to report any safeguarding issues in line with Statutory requirements and regulations. This may be done without informing Parents.
17. Security
- 17.1 Under no circumstances will a Child be allowed to leave the Nursery with anyone unknown to staff. Parents are asked to provide Nursery staff with a list of all individuals who will be dropping off and / or picking-up their child. This information should include full names, addresses, telephone numbers and photographs for each named adult together with a unique password.
- 17.2 The Nursery is equipped with a CCTV system together with biometric (fingerprint) entry facilities to ensure maximum protection and security for all children and staff.
- 17.3 A secure parental webcam system is installed; enabling parents to see how happy their child is at nursery and the great job that our staff do every day.
- 17.4 Parents and Carers must observe the Nursery's Security Policy at all times and ensure that all doors / gates are securely closed / bolted and that they do not allow people entry to the Nursery under any circumstances.
- 17.5 Failure to adhere to this policy may result in the termination of the child's placement with the Nursery.



18. Staff

- 18.1 So that we can as far as possible offer continuity and permanence in relation to Nursery staff and in order to maintain the stability of the Nursery workforce, Parents or Carers agree that for the duration of the Contract and for a period six calendar months following termination of the Contract, they are prohibited from directly or indirectly hiring, employing or enticing or inducing for hire or employment and/or causing to be hired or employed, any member of Nursery staff with whom they or their associates have been in contact for the duration of the Contract.
- 18.2 Should employment occur under such circumstances, Parents or Carers agree to pay to the Nursery compensation equivalent to 25% of the individual's (former employee's) prevailing annual salary.
- 18.3 To avoid conflict of interest, any persons formerly employed by Little Scholars Nursery, are not permitted to drop off or pick up children attending the Nursery.
- 18.4 The Nursery cannot accept responsibility for any babysitting arrangements made with staff. Any such agreement must be made directly with staff, outside of working hours and for outside of working hours.
- 18.5 The Nursery requests that Parents refrain from 'befriending' staff on social media platforms, maintain confidentiality and professionalism and support staff to enjoy their personal lives.

19. Sub-contracting and assignment

- 19.1 The Nursery reserves the right to sub-contract, transfer, assign or novate all or any of its rights and obligations under these terms and conditions provided that a Parent's or Child's rights under these terms and conditions are not affected. Parents may not sub-contract, assign or otherwise transfer any of your rights under these terms and conditions without the Nursery's written consent.

20. General Information

- 20.1 The following information must be provided to the Nursery on registration:
  - a) Confirmation of who has parental responsibility for the Child, and with whom the Child lives;
  - b) Details of Parents' emergency daytime and evening contact numbers;
  - c) Notifiable diseases and other medical conditions that the Child has or had - and a Health Care Plan must be completed by the parent;
  - d) Details of immunisations;
  - e) Food or medical allergies;
  - f) Religious / Cultural background;

- g) Food preferences, dislikes, likes, including those forbidden by religion, faith or culture;
  - h) GP's name and address;
  - i) Parents are required to inform the Nursery of changes to any of the above.
- 20.2 Parents are required to inform the Nursery of food, medicine or other circumstances which may cause the child to have an allergic reaction. Parents must provide that information in writing and confirm the severity of the allergy/reaction and continue to inform the Nursery as to any changes or progress in the condition.
- 20.3 Parents are required to ensure that any information provided to the Nursery in this respect is up to date.
- 21. Food and Dietary Requirements
  - 21.1 The Nursery will work with Parents to provide suitable food for children with special dietary requirements.
  - 21.2 Food menus are available (in reception, classrooms, on our website & Family) and upon request from the Nursery management.
- 22. Insurance
  - 22.1 The Nursery maintains extensive insurance cover. Full details of the insurance is displayed in reception and provided on request.
- 23. Behaviour
  - 23.1 The Nursery reserves the right to require parents or guardians to remove a Child from Nursery in the event that the Nursery Manager considers that the child is displaying inappropriate behaviour and/or being disruptive or endangering the other children and/or staff at the Nursery.
- 24. Concerns and Complaints
  - 24.1 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.
  - 24.2 If the complaint is not satisfactorily resolved, you may elect to discuss the matter with the Nursery Manager in a private capacity.
  - 24.3 Should you feel thereafter that your concerns have still not been dealt with satisfactorily over a subsequent period of 7 working days, you may refer the complaint to the Office for Standards in Education (OFSTED), details of which are as follows:

Office for Standards in Education (OFSTED)  
Piccadilly Gate  
Store Street  
Manchester  
M1 2WD  
Telephone: 0300 123 4666  
Email: [enquiries@ofsted.gov.uk](mailto:enquiries@ofsted.gov.uk)

25. Force majeure

25.1 The Nursery is unable to offer a refund or compensation for any closure or suspension of the Nursery's services and/or activities as a result of inclement weather, fire, flood, or any other such event outside of its control including third party action.

26. Emergency Contact

26.1 Parents are responsible for keeping the Nursery informed of any changes in contact details.

27. Before your Child starts

27.1 For the avoidance of doubt, before the Child is left in the care of the Nursery:

- Parents or Carers must complete a Registration Form and pay the non-refundable Registration Fee
- Parents or Carers must pay the Retainer
- The first month's fees are payable immediately
- Parents or Carers must have a Direct Debit mandate set up
- The Nursery must have all material information in respect of the Child's safety and well-being as required and requested within these terms and conditions (please refer to General Information, Emergency Contact, Security and Parental Consent Forms).

28. Legal Contract

28.1 A signed Registration Form and the Terms & Conditions and the Policies and Procedures of the Nursery make up the binding contract (the "Contract").

28.2 Parents are advised to read the Terms & Conditions and the Policies and Procedures of the Nursery in full before signing the Registration Form and entering into the Contract.

- 28.3 The Nursery's failure to enforce any of their rights at any time for any period shall not be construed as a waiver of these rights. Any failure to identify or act upon a breach of the Terms & Conditions or Policies and Procedures of the Nursery shall not be deemed to be an affirmation by the Nursery that the behaviour of the Parent or Child is acceptable.
- 28.4 Except where permitted by these Terms of Business, neither the Nursery nor the Parent may alter the terms of the Contract without the express agreement of the other.
- 28.5 The Nursery may amend these Terms & Conditions, and will advertise when changes are made in the Nursery and on the Nursery's website. Any changes will be effective immediately.
- 28.6 Nothing within these terms and conditions and/or the Contract affects Parents' or guardians' statutory rights.
29. Severance
- 29.1 Each provision of the Contract shall be construed separately and independently of each other. If any term or provision is deemed invalid, void or otherwise unenforceable, that term or provision shall be deemed severable and shall not affect the enforceability of any other term or provision within the Contract.
30. Data Protection
- 30.1 Words shown in *italics* are defined in the Data Protection Act 1998 ("the Act") as amended or superseded including from 25 May 2018 the General Data Protection Regulation and other related legislation. The Nursery respects the confidential nature of the information given to us and, where Parents have provided us with personal data ("data"), the Nursery will ensure that the data will be held securely, in confidence and processed for the sole purpose of carrying out our services. Under the Act Parents and legal guardians have the right to know what data the Nursery holds on you and your Child, by applying to the Nursery in writing and paying a fee, to receive copies of that data.

\* In these terms and conditions, 'Parent' means any legal guardian of the Child and the singular includes the plural (and vice versa).

\*\* The singular includes the plural (and vice versa).