



## PP 3.1 Terms and Conditions

We believe these standard terms and conditions reflect the custom and practice of private nurseries providing full time day care to children. The rules about notice and payment of fees are designed to promote stability, assist forward planning and the proper resourcing of the nursery. Your statutory rights are not affected.

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**

Children will be considered for entry to the nursery when the registration form/ contract has been completed and returned to us and a non-refundable administration fee paid and/or a Direct Debit mandated signed and returned.

### **Welfare of the child**

We will do all that is reasonably possible 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.

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**

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. Parents must inform the nursery immediately of any changes to contact details.

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 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.

Parents/carers are required to notify the nursery manager if your child is absent from the nursery through sickness.

Any child who has been sent home from the nursery because of sickness and/or diarrhoea will not be re-admitted for at least 48 hours.

The nursery can administer medicine to a child. Should a child need medication prescribed for his/her comfort during periods of ill-health, it is the responsibility of the parent or carer to notify the manager or key person and to sign the necessary form of consent.

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.

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**

We will work with parents/carers to provide suitable food for children who have a special dietary requirement as diagnosed by a doctor or dietician. Although all reasonable care will be taken to ensure that a child does not come into contact with certain foods, unless a doctor's note is provided the nursery cannot guarantee this.

Menus are displayed in the nursery for parents to consult and/or contribute to. All food allergy content will be added to menus.

### **Compliments or complaints**

Any compliments or complaints about the care or safety of a child must be made in the first instance to the key person. If the matter cannot be resolved at this level then the matter should be referred to the nursery manager. Parents can also at any time contact Ofsted on 0300 123 1231.

### **Disclosures**

Parents must disclose to the nursery any known medical condition as soon as possible including general health problems or allergies affecting the child. The nursery need to know if there are any family circumstances which might affect the child's welfare and emotional security or which might compromise his/her safety.

### **Fees**

All fees are payable monthly in advance, invoices are generally produced 2 weeks before payment is due – by the 1<sup>st</sup> of the following month. Invoices are produced to the person(s) named on the nursery contract/registration form. Fees are payable during periods of absence from the nursery, including sickness, holidays and during public and bank holidays. The nursery will be closed on bank holidays. We would like to advise that all parents are required to pay by Direct Debit.

Please note we are closed between Christmas and New Year.

Fees are calculated on the basis of the weekly charge for the sessions attended, multiplied by 52 (weeks) and then divided by 12 (months) to produce a standard monthly fee. Fees will be subject to annual increase on notice from the manager.

Prices quoted are per child for a full day and include breakfast and/or snack, lunch and tea, all nappies and wipes, activities and events. Extra hours (or half day sessions) will be charged as advised by the manager and must be booked as soon as possible. The manager will do everything possible to accommodate the needs of families provided there is availability.

Complete Childcare Ltd recommends a “minimum session.” policy that supports your child settling into the nursery initially, provides social experience and consistency for the child and allows the nursery manager to monitor booking effectively – accommodating the needs of other families alongside the needs of your own. The

minimum number of sessions recommended is two, this could be one full day per week or two half day sessions per week.

We reserve the right to charge an administration fee to secure your child's place at one of Complete Childcare's nurseries, any fees chargeable will be made clear at the time of you receiving the registration forms. Payment by Direct Debit is mandatory, please discuss payment arrangements with the nursery or it's appointed administrator. To end your contract with us we require one month's written notice.

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.

### **Unpaid fees**

The nursery reserves the right to charge interest on late fees at the rate of 5% over The Royal Bank of Scotland base rate. For dishonoured cheques/payments a charge of £20 per occasion will be applied.

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

Children may be excluded from the nursery if fees remain outstanding more than 14 working days beyond the due date. If a suitable payment schedule cannot be agreed, the registration may be terminated.

### **Late collection**

Late collections will be subject to a charge of £15 every 15 minutes or part thereof. Parents/carers should be aware that the nursery has to be vacated by the designated closing time.

### **Belongings**

The nursery does not accept responsibility for accidental damage or loss of property. All items are to be clearly labelled with your child's name.

## **Insurance**

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 reception area or in the manager's office.

## **General**

Where a member of staff leaves employment within 6 months of appointment, and is employed by a parent/carer whose child has been registered at the nursery an administration fee equal to 20% of the employee's salary is payable to the company for the recruitment and training of a suitable replacement.

You should be aware that the nursery occasionally takes photographs within the nursery, which may be used, in training or promotional material. We will seek your written consent for this through our general consent forms (part of the registration process).

## **Safeguarding children**

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.

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 disclosure 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 termination of a nursery place.

## **Security**

Parents/carers are welcome to visit the nursery, visitors to the nursery will be supervised by a staff member at all times. It is the parent/carers responsibility to ensure that employees 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.

**Data protection**

It is a legal requirement for the nursery to gather and to store information about children using the nursery and its employees. Basic information is used for registers, invoices and for emergency contacts; however, all records will be stored securely.

**Legal contract**

Your signed registration documents are a legal contract and terms and conditions are legally binding, we will seek to recover fees that are not paid through our legal teams if they are not paid with a reasonable period of time, not later than 3 months after a child has left our care.