

# Parents Terms and Conditions

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. Consequently, supplementary information is provided on our website, as well as the day to day exchange and communication of documentation (hard copy and email), policies, procedures and reports.

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 at Grass Roots Private Day Nursery 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. Your booking is not complete until the relevant initial enquiry form has been completed online and returned to the Nursery.
- 1.2. *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 as available. Decreasing the number of sessions booked will be reasonably considered, taking into account circumstances, notice, amount of reduction and our other booking requirements. We reserve the right to cancel your booking if the decrease is greater than one full day or two half sessions or there is an unreasonable delay to the start date.
- 1.3. *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 4 weeks notice. Decreases to your booking also require 4 weeks notice.
- 1.4. Prior to your child's start date, we can provide as many settling in sessions as needed, free of charge. In the unlikely event that a child does not settle at the Nursery, (1) the parent/carer may terminate the booking with 2 weeks notice. (2) the Nursery reserves the right to terminate the booking giving 2 weeks notice if we feel we have acted with all due care to settle a child and in our opinion it has been unsuccessful. Before taking such action, we will investigate any special resources that might be available to help settle the child.

- 1.5. Once a place has been taken up, the Nursery requires 4 weeks written notice of any changes. However, if we can accommodate the change sooner we will.

## 2. Fees and Financial

- 2.1. All on-going fees are payable in advance by the first day of the month to which they relate and by the 7th of the month at the latest before charges may be incurred. Responsibility for paying fees resides with the parents or legal guardians of the child. The Nursery can accept payment by bank transfer, tax free childcare, card payment or cash. This should be agreed at the beginning of your booking with the Nursery Manager.
- 2.2. Fees are calculated monthly and payable on a calendar month basis.
- 2.3. The Nursery is closed at weekends, Bank Holidays and between Christmas and New Year and our fees are structured accordingly; effectively you pay for 51 weeks of the year.
- 2.4. Fees are reviewed once per year normally between January and March. Any changes to the fee rates will be notified to you at least 4 weeks in advance.
- 2.5. We raise invoices each month. We will provide statements of account on request. These can both be viewed on the Family App.
- 2.6. Extra sessions are payable in arrears by bank transfer, tax free childcare or cash. In certain circumstances extras may need to be paid prior to session. We will advise you at the time of booking if this is the case.
- 2.7. There is no VAT to be paid on any of our charges.
- 2.8. 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. Discounts for Nursery closure may be offered in exceptional circumstances and assuming the closure is within our control.
- 2.9. The Nursery reserves the right to charge interest on late fees of twenty-five pounds charged after 7 days. Interest will be charged based on the Bank of England base rate within the six months of the invoice being due. Children may be excluded from the Nursery if fees remain outstanding beyond 21 days from their due date. Please discuss any issues you have as soon as possible.
- 2.10. There is a minimum booking commitment of either one full day or two morning or afternoon sessions (not applicable for funded children claiming universal hours). Bookings must be for the same session(s) each week. It may be possible to swap days, so that for example, a normally booked Thursday is swapped for a Friday on a

one off or temporary basis, if we have the availability. Additional days can be accepted as a chargeable extra and subject to availability.

- 2.11. Our fees apply to normal opening hours of 7.30 a.m. to 6.00 p.m. for a full day, 7.30 am to 12.30 pm or 1.00 pm to 6.00pm for a half day and 8.30am to 4pm for a shorter day. We do not provide discounts for holidays or extended periods of absence.
  - 2.12. Because of the staffing and resource requirements as laid down by Ofsted, children who are collected after the agreed time (eg. 12.30pm, 4pm or 6.00pm) will incur a late collection charge.
  - 2.13. 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 Manager if in any doubt.
  - 2.14. We reserve the right to close for three staff training sessions per academic year. These will be notified at least 6 weeks in advance of the closure date and will only apply to children that are funded through the Early Years Free Entitlement and attend the setting term-time only.
3. Termination and Suspension of Childcare Services
- 3.1. You may end this agreement by giving four weeks 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. 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; or (2) we change any of the terms and conditions in an unreasonable manner.
  - 3.3. 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 not 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; or (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 (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. Depending 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 which we need to be aware of. Suitable person checks also include but are not limited to identity verification, qualification checks, personal and employment references and where applicable visas or permits to work in the UK. In some cases, because of the length of time that this process takes, a person may start work pending clearance provided they are at no time left looking after children on their own.
- 4.2. The Nursery observes the Ofsted regulations relating to staff and children ratios, currently 0-2 years 1:3, 2-3 years 1:4 and 3 to 5 years 1:8 or 1:13 (where a Early Years Teacher has direct contact time with the children). In practice our ratios exceed the minimum.
- 4.3. If a member of staff is asked to take a child home out of Nursery hours it is the responsibility of the parent to ensure that the driver has appropriate insurance, that the car is roadworthy and that car seats are available. The Nursery requires written confirmation from the parent/carer of the child being taken home by a member of staff.
- 4.4. Parents/carers may ask staff to baby-sit outside Nursery hours. This is a contract between parent/carer and the member of staff, and 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 or at risk of being 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.
- 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 should be maximised, irrespective of ability, disability, race, gender and social background and equal access to the curriculum should be available 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 their child.
- 5.4. In fairness to all our children, their families and the staff 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/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 with consideration to provide a well balanced diet. Any special dietary requirements can be catered for. Please ensure you keep us informed 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 acknowledge an accident form on the Family app. 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 acknowledge a medication form; however, the first 48hrs of a new 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 temporarily 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 temporarily 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. Parents must provide details, in writing, of the severity of the reaction/allergy and 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 until 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. Do not park close to the buildings and 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 should come in normal day clothes. 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 damage to, or loss of, property, although we take very good care of child property whilst in the Nursery.
  - 5.13. The Nursery does maintain those insurances required by law. Details are posted in the Reception Area.
  - 5.14. 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.
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 Tablets. (2) Staff mobile phones with or without cameras are not allowed in the playrooms or the garden and must be stored in the office. (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 premises. If you do **not** wish your child to be photographed or recorded please inform the Nursery in writing.

6.2. Parents are welcome to visit the nursery, but we will not admit anyone without prior notification.

6.3. If your child is going to be collected by someone other than yourself the Management Team will require prior notification and an agreed password and photographic ID from the person that collects. It is the responsibility of parents to keep us informed of any changes in contact numbers.

6.4. 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 recorded on Family.

6.5. We observe the The Data Protection Act 2018 which is a statutory act of the government 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. Our Data Protection Policy and Privacy Notice are available in full on our website.

## 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 Director, and in the final instance, Ofsted. We have a form available on our website to make a complaint.

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 4 weeks written notice of such change.

- 7.3. 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 our reasonable control including fire, flood, snow, lightning, war, act of terrorism, strikes or other industrial action. See section 4 for more information.
- 7.4. Acceptance of this agreement is implicit when you agree to our parent contract 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 Directors as soon as possible. We will do our very best to resolve the issue.