

# The Day Nursery's Terms & Conditions

Childs First Name: .....

Childs Surname: .....

Date of Birth: .....

## Nursery Places and Bookings:

- ❑ The Nursery Enrolment Form shall be read, completed and signed before your child is permitted to stay at the nursery. Should you have any questions on the content of these forms please see a member of our management team, who will be happy to help.
- ❑ Full and part time sessions requested shall fall within the nursery's standard session times:  
Morning Session - 7.45am – 1pm  
Afternoon Session – 1pm – 6pm
- ❑ Funded only session times are:  
Morning Session – 7.30am – 1pm  
Afternoon Session – 1pm – 6.30pm
- ❑ If you require an early drop off from 7.30am, you must book this in advance and pay an additional charge as per our current price structure, unless this falls within your child's funded hours.
- ❑ If you require a late collection up to 6.30pm, you must book this in advance and pay an additional charge as per our current price structure, unless this falls within your normal funded hours.
- ❑ For any permanent changes to the booked number or times of the sessions taken at the nursery we require 4 weeks' notice, in writing. Should you require extra sessions on a permanent or temporary basis, we may be able to provide them sooner depending on availability.

Sessions	Deposit
½ a day - 2 days a week	£150.00
3-4 days a week	£200.00
Full Time	£300.00
2, 3 or 4 year children accessing funding only hours & paying for nursery meals	£50.00
2, 3 or 4 year children accessing funding only hours & bringing own food	£50.00

- ❑ We cannot secure your booking until the deposit is paid.
- ❑ The deposit will be deducted off your final invoice.
- ❑ For children accessing funding only hours who will be bringing a packed lunch, the deposit will be refunded one month after your child starts nursery.
- ❑ If for any reason you cancel your booking after you have paid your deposit or amend the start date and/or the number of days attending and we cannot accommodate these changes then the deposit **will not be refunded.**
- ❑ The deposit is fully refundable, unless you leave nursery with unpaid fees, in which case we reserve the right to deduct your deposit off the amount owing.
- ❑ **If you amend your child's start date, we will only hold the place for a maximum of 2 weeks after the original start date. If your child does not start within this time, we reserve the right to cancel your booking and not refund your deposit.**
- ❑ We are entitled to terminate your child's nursery session(s), if your child does not attend nursery for four weeks or more.

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## Fees and Invoices:

- ❑ Nursery fees are to be paid and with us in full by the 1<sup>st</sup> of each month regardless of what day of the week this falls on. This must include all voucher payments and Tax free child care payments.
- ❑ If the fees are not paid in full by the 1<sup>st</sup> of the month, a late payment fee of £25.00 weekly per child will automatically be added to the invoice on the 2<sup>nd</sup> and weekly thereafter. If payment has not been made in full by the end of the 1<sup>st</sup> week, we can withdraw your child's nursery place due to non-payment and we can refer the debt to our debt collecting company to recover the amount owing to us.
- ❑ **The funding sessions paid to us for 2, 3 and 4 year olds does not include the cost of any food, therefore we offer you three options:**
  - **Option 1 – is that you attend two half day sessions per week and pay for food in line with our current pricing structure.**
  - **Option 2 – You attend a full day session and bring your child snacks and a packed lunch in a properly labelled cool bag/lunch box.**
  - **Option 3 – You attend a full day session and pay for food in line with our current pricing structure.**

**The cost of meals will be invoiced to you at the beginning of the month, and like all other nursery fees must be paid by the 1<sup>st</sup> of the month. Late fees of £25.00 will be added to the invoice total for every week that invoice remains unpaid. Please note that the invoice for the cost of the meals are payable even if your child is off nursery, sick or on holiday.**

- ❑ For all new starters, the first month's fees should be paid on the child's first day.
- ❑ For children leaving nursery, all fees should be cleared by the child's last day at nursery.
- ❑ For existing nursery children, your invoice will be reduced to the Pre-school rate, the month after your child's third birthday.
- ❑ Our method of payment are by monthly standing order, Internet banking – (payment online direct into our bank account) or card machine.
- ❑ **We do not accept cheques.**
- ❑ **We do not accept cash payments for nursery fees.**
- ❑ **Please do not go to our bank and physically pay money into our account, as we are charged high bank charges for this transaction and due to the limited information we receive it may be difficult to trace who paid in the money.**
- ❑ The invoices will be calculated on a monthly basis unless otherwise stated.
- ❑ The fees are payable for 51 weeks per year.
- ❑ We offer a discount for all full time places and a 5% sibling discount for each child where a brother or sister is already attending the nursery. Special discounts apply for twins and triplets please ask for further details. (not applicable to families who are eligible for who attend funded only sessions)
- ❑ There are no registration fees.
- ❑ If your child goes home due to illness during the booked in session, payment of the full booked in session is applicable.
- ❑ **We reserve the right to terminate a nursery place due to non-payment of fees.**

## 30 Hours Funding

- ❑ For families accessing 30 hours funding we cannot apply any additional discounts such as sibling discount on second child/twin discount.
- ❑ It is the family responsibility to reapply on a termly basis for an updated eligibility code, which must be handed in by the deadlines stated for each term in December, March and August.
- ❑ If families fall out of eligibility and do not re qualify for 30 hours funding within the grace period, then families will be responsible for the payment of any sessions booked at the nursery, above the standard 15 hours entitlement for all 3 year olds.

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## Working Family Tax Credit:

We are unable to waive fees, or late payments charges if you are in negotiation with the Working Family Tax Credit, as we still have bills and staff wages to pay each month. Your childcare fees continue to be payable (even if your WFTC payments have stopped), and should be paid by the 1<sup>st</sup> of the month at the latest.

## Nursery Opening Times:

- ❑ We are open Monday to Friday 7.30am – 6.30pm.
- ❑ We are closed on all Bank Holidays and during the Christmas Holiday period, normally closing at 5pm on Christmas Eve and re-open on the first working day after New Year's Day.
- ❑ We are closed over the Christmas period, and we do not charge fees for this week, which means nursery fees are payable for 51 weeks of the year.
- ❑ Normal charges are applicable for bank holidays, to cover staff costs.
- ❑ If your child does not attend for their booked in sessions for any reason i.e. holidays, birthdays etc. normal charges are still applicable.

## Termination of Nursery Place:

- ❑ **We require 4 weeks' notice, in writing, should a nursery place wish to be terminated for any reason. Parents are liable for the usual nursery fees throughout the notice period. If a parent withdraws their child during this notice period fees are still payable.**
- ❑ Fees will apply if insufficient notice is given.
- ❑ We reserve the right to terminate a nursery place with immediate effect and if necessary, the reason will be put in writing to the parent.
- ❑ If you receive 2/3/4 year old funding and you leave, not giving us the required 4 weeks' notice, we are allowed the claim for the notice period; this would mean that you would not be able to claim the funding hours at another setting during the notice period.

## Personal Property and Belongings:

- ❑ Whilst every reasonable effort will be made by the nursery staff to ensure the children's belongings are not lost or damaged, we cannot be held responsible for any loss or damage to your child's property.
- ❑ Please label your child's belongings clearly.

## Liability:

- ❑ We accept no responsibility for any loss suffered by parents, as a result of the nursery being closed temporarily for reasons beyond our control or the non-admittance of your child to the nursery for any reason.
- ❑ We accept no responsibility for children whilst in their parent's care on the nursery premises.

## Behaviour Management:

- ❑ The Day Nursery Peterborough will not allow our staff to be spoken to in an abusive or threatening manner by parents and/or guardians. If this behaviour persists we have the right to withdraw your child's nursery place.

## General Information:

- ❑ Please keep us up to date with any allergies, medicines or activities that may cause an allergic reaction. Please inform us in writing so that a copy can be kept in your child's file.
- ❑ If you collect your child earlier than the end of the booked session, or bring them in after the start of the booked session, normal fees remain payable for the full booked session.
- ❑ We do not offer term time only places.
- ❑ If for any reason your child will not be in nursery for their booked in session we will be very grateful if you could please ring and let us know before 9am on the day or preferably in advance, so we know how many children we are providing food for that day.

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- ❑ Please keep us informed of any changes to the information supplied on your child's Nursery Enrolment Form, such as contact numbers, addresses, email addresses and work details.
- ❑ The minimum number of sessions that you are required to book for your child are 1 full day or 2 half days.
- ❑ By joining The Day Nursery, you agree to us using your data on nursery systems, such as Family and Nursery Cam.
- ❑ We hold the right to limit Nursery Cam viewing access, if it is deemed that parents/carers are using the camera to make comments on daily practices on a frequent basis. We encourage parents as partners, however the use of the camera cannot impact the daily running of the room.
- ❑ I/We give permission for The Day Nursery to share all data and information, including sensitive information with any other settings/School or when required, external agencies.
- ❑ All letter requests for HMRC or Government Bodies will require a payment of £10 in cash per letter in advance, with full details of the request, prior to a letter being issued.

### Discipline:

- ❑ At The Day Nursery we have an agreed policy for dealing with inappropriate behaviour. After a verbal warning, children are removed from the situation for a very short period, ensuring they are not left unattended. A member of staff will explain to the child why this action was taken and children are encouraged to apologise.

### Accidents, Illness and Medicines:

- ❑ Parents will be informed of all minor accidents and will be required to sign an accident form.
- ❑ In the event of a serious accident or illness to a child the parents/guardians are informed and a doctor and/or ambulance called.
- ❑ Should it be necessary for a child to be taken to hospital, they will be accompanied by a senior member of staff and appropriate cover for the nursery will be arranged. In the event of this, all reasonable attempts will be made by the nursery to contact the parents/guardians but failing this, we are authorised to act on behalf of parents/guardians to authorise treatment.
- ❑ We reserve the right to administer basic first aid and treatment when necessary.
- ❑ **It is very important that you do not bring your child to nursery if they are unwell, have a raised temperature, infectious disease and especially if they have been sick or have diarrhoea, please allow at least 48 hours from the last episode of diarrhoea and/or sickness, so it doesn't spread to other children and staff in the nursery. Please refer to the exclusion periods from nursery on the parent's information sheet.**
- ❑ If your child becomes unwell whilst at nursery we will make them comfortable and the parent/carer will be contacted and asked to collect the child.
- ❑ Should your child become ill and require prescribed antibiotics please allow 24 hours from the time they started the medication, before they return to the nursery.
- ❑ Should your child need to take any prescribed medication during nursery hours, please send in any medicines with a label clearly stating the child's name and date.
- ❑ We are permitted to administer medicines and Calpol (or an equivalent paracetamol based liquid medication), teething gels & nappy creams all with prior written parental consent.
- ❑ A medicine consent form must be signed by the parent/guardian.
- ❑ If your child is off sick or on Holiday, fees are still payable.

### Collecting Your Child:

- ❑ The nursery must be advised if the person collecting your child is to be changed at any time. Please give the person who is picking up your child, the agreed password, which they must quote to a member of staff.
- ❑ The nursery will never release a child into the care of anyone unknown to a senior member of staff.

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- ❑ There will be a fine of £15.00 charged for every 10 minutes that you are late picking up your child. This applies if you are late collecting your child after the morning session which finishes at 1pm, as we have strict staff to child ratios to maintain at all times.
- ❑ If your child has not been collected by 6.01pm, there will be an automatic late fee charge of £15.00 and £15.00 for every 10 minutes thereafter i.e. 6.01pm £15.00, 6.11pm another £15.00 (£30.00 in total).
- ❑ If your child is booked until nursery until 6.30pm and has not been collected by 6.30pm, there will be an automatic late fee charge of £15.00 and £15.00 for every 10 minutes thereafter i.e. 6.31pm £15.00, 6.41pm another £15.00 (£30.00 in total).
- ❑ Late fee charges must be paid in cash within 72 hours. If this charge remains unpaid after 72 hours, a late fee of £25.00 will be applied each week this remains unpaid. This money is given directly to the 2 members of staff who have stayed behind in their own time to care for your child.
- ❑ Late collections of children must be booked 1 week prior to requirement so staffing can be arranged, late collections will not be authorised on the day. Any child due to be collected at 6pm will receive a late collection fee if picked up at 6.01pm as per the conditions stated.
- ❑ **Parents/carers are to park on Trinity Street single yellow line, only whilst dropping off and/or collecting their child. There is a maximum wait of 20 minutes during nursery opening hours Monday to Friday. Any tickets that are issued to parents for parking on or over a double yellow line are the responsibility of the parent and the nursery is not liable for any costs.**

## Agreement:

- ❑ These Terms and Conditions represent the entire agreement and understanding between the parents/guardians and the nursery. Any other understandings, agreements, warranties, conditions, terms or representations, whether verbal or written, expressed or implied are excluded to the fullest extent, permitted by law.
- ❑ We reserve the right to update/amend these Terms and Conditions at any time.
- ❑ One month's notice will be given of any changes made.

## 1. Data Protection Act 2018

1.1 The Parent and the Guarantor/s (if separate to the Parent) authorises the Company to:  
(a) collect, retain and use any information about the Parent, for the purpose of assessing the Parent's creditworthiness or marketing products and services to the Parent; and  
(b) to disclose information about the Parent, whether collected by the Company from the Parent directly or obtained by the Company from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or of listing a default by the Parent on publicly accessible credit reporting databases.

1.2 The Company may also use information about the Parent to monitor and analyse its business. In this connection the Parent authorises the Company to disclose personal information to agents or third parties engaged by the Company.

1.3 The Parent consents to the transfer of information outside of the European Economic Area for the purposes listed above.

1.4 Where the Parent is an individual the authorities under (clause 22.1) are authorities or consents for the purposes of the Data Protection Act 1998.

1.5 The Parent shall have the right to request the Company for a copy of the information about the Parent retained by the Company and the right to request the Company to correct any incorrect information about the Parent held by the Company.

1.6 The Company is compliant with General Data Protection Regulation (GDPR) and has a Privacy Notice in place.

1.7 Information is stored securely and is accessible only to staff on Computers, Laptops, Tablets and nursery USB drives, which all remain on site at the nursery. Information is accessible via the online systems we for staff only. These systems include Family, Net2Access Control and Local Government Funding spreadsheets.

## **The Day Nursery's Terms & Conditions**

I have read and understood the Terms and Conditions above and agree to comply with them.  
(This should be signed by the person responsible for paying the nursery fees)

Signed \_\_\_\_\_ Relationship to Child \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_