



## Terms and Conditions

In the following terms and conditions “You” refers to the person who is signing the “parent declaration” on the registration form and “We” and “the nursery” refers to Croft Corner Forest School Nursery.

These terms and conditions govern the basis on which we agree to provide childcare services to you.

### 1. CROFT CORNER FOREST SCHOOL NURSERY OBLIGATIONS

#### 1. We will:

1. Inform you as soon as possible whether your application for a place at nursery has been successful. You must confirm within one week of receiving notification that you still wish to take up the nursery place. If you do not, the place may be withdrawn.
2. Only offer you full or part time sessions which fit in to the session times we offer (except for funded children).
3. We will offer a reasonable number of free “settling in” sessions for the parents/carers and child/ren to get to know the staff and the setting.
4. Provide the agreed childcare facilities for your child at the agreed times (subject to any days when the nursery is closed). Your child must attend at least one full session each day they attend.
5. Try and accommodate any requests you make for any additional sessions and/or extended hours of childcare at the nursery.
6. Provide you with regular verbal updates as to your child’s progress on request.
7. Notify you as soon as possible of any days on which nursery will be closed.
8. Try to make available to any of your other children a place at the nursery. However we cannot guarantee that a place will be available.

### 2. YOUR OBLIGATIONS

#### 1. You will:

1. Complete and return to us the forms within the induction pack before your child can start at our nursery and immediately inform us of any changes to the information provided in those forms
2. Immediately inform us of any changes to your contact details.
3. Keep us informed as to the identity of the persons who will be collecting your child from nursery if these change from the initial information given. If the person collecting your child is not usually responsible for collecting them we will require the password. If we are

not reasonably satisfied that an individual is allowed to collect your child, we will not release your child into their care.

4. Inform us if your child is the subject of a court order and provide us with a copy of such order on request.
5. Immediately inform us if you are unable to collect your child from nursery by the official collection time. A late payment charge will be applied. If you are late collecting your child from nursery, a late collection charge of £5 for every 5 minutes may be imposed.
6. Inform us as far in advance and possible of any dates on which your child will not be attending the nursery.
7. Provide us with at least 1 month's notice of your intention to decrease the number of hours your child spends at the nursery. If you are ending this Agreement, notice must be given one month in advance by completing our notification of leave date form, which can be obtained from the nursery manager.

### 3. PAYMENT

1. Invoices are calculated on an annualized basis and a financial calculation setting out the monthly charge will be provided to you. You will be asked to agree to this monthly charge via an email confirmation. Any extra sessions booked in will be charged to the next invoice.
2. All sessions and any ancillary costs (such as food) must be paid for, regardless of whether the child attends. No refunds will be given for sessions missed due to sickness, holiday, or as a result of exclusion due to non- payment.
3. We review the fees every September and you will be given at least 1 month's notice of these changes. If you do not wish to pay the revised fee, you may end this Agreement by giving us 1 month's notice.
4. If payments are cancelled or returned by the Bank, a penalty fee of £20 will be charged to cover costs incurred by the nursery.
5. Failure to meet payments will result in a late payment of £5 per overdue day being added to the next invoice. In the event that fees are not paid by the due date, we reserve the right to exclude any child without notice. You will remain liable for fees from one month from the exclusion date. We reserve the right to recover all costs relating to the recovery of any unpaid fees, including but not limited to management time and expenses, court fees, solicitors fees and bailiffs. Once a contract has been ended late payment fees cease and statutory interest at 8% over bank base rate will be due on the full balance outstanding until settled in full.
6. If your fees are being paid for by a third party it is your responsibility to ensure that the third party pays within the time stated on the invoice. You will be liable for the late payment fees and other charges not the third party.
7. When your child moves to a different fees rate following a birthday, the reduced rate will take affect the following week after this.
8. A deposit of £100.00 or one week's fees if less must be paid on the return of the application form to secure your child's place at the nursery. This will be deducted from your child's last bill.

### 4. HOLIDAYS

1. Every full time child (i.e. not funded term time only) will be entitled to a one week holiday based on a pro rata basis. IE if your child attends 2 days a week the holiday entitlement will be 2 days during the year. You must request to use your holiday week at least 1 month before the day your child will be absent. The holiday year runs from the start date of your child.
2. The nursery will close all bank holidays and a week at Christmas. Bank holidays are included in the billing calculations if they are your child's normal booked session. Please find holiday dates on the parent's notice board and on our website.
3. If a Bank holiday falls on a day your child would normally attend nursery, you can ask that he attends on a different day that same week. We will try to accommodate this request wherever possible.
4. We reserve the right to hold three Staff training days per year and will let you know in advance when these will be. Parents will not be charged for these days.

## 5. SUSPENSION

1. We may suspend the provision of childcare to your child, and add on 1 month's notice at any time if:
  1. You have failed to pay any fees.
  2. Your child's behaviour at nursery is deemed by us to be unacceptable or endangers the safety and well being of the other children at the nursery. The suspension shall continue whilst we try and address these problems with you.
  3. If the period of suspension exceeds 1 month, either of us may terminate this Agreement by written notice.

## 6. TERMINATION

1. You may end this Agreement at any time, giving us at least 1 month's notice, by completing the notification of leave date form. You will be liable for the fees throughout the notice period.
2. We may immediately end this Agreement if:
  1. You have failed to pay your fees
  2. You have breached any of your obligations under this Agreement and you have not or cannot put right that breach within a reasonable period of time of us asking you to.
  3. You behave unacceptably, as we will not tolerate any physical or verbal abuse towards staff.
  4. Your child's behaviour is unacceptable or endangers the safety and well being of any of the other children at the nursery.
  5. We take the decision to close the nursery. We will give you as much notice as possible of such a decision.
3. You may immediately end this Agreement 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 after you have drawn it to our attention.

## 7. PERSONAL PROPERTY AND BELONGINGS

1. We cannot be held responsible for any loss or damage to children's property. Every reasonable effort will be made by nursery staff to ensure the children's belongings are not lost or damaged. Practical 'inexpensive' clothing is strongly recommended.
2. It is your responsibility to name and clearly label all items of clothing.
3. We suggest that all toys, books or other equipment are left at home.

## 8. GENERAL

1. We have an obligation to report any instances where we consider that a child may have been neglected or abused to the relevant authorities. We may do so without your consent and/or without informing you.
2. If the nursery closes or we take the decision to close due to events or circumstances that are outside our control, we shall be under no obligation to provide alternative childcare facilities to you. If the closure exceeds 3 days in duration (excluding any days when the nursery would otherwise close), we will credit you when an amount that represents the number of days the nursery is closed in excess of 3 days.
3. If you have any concerns regarding the services we provide, please discuss these with your child's keyperson. If these concerns have not been resolved to your satisfaction please contact the Nursery Manager. Customer satisfaction is of paramount importance to us and any concerns/complaints will be reported to the appropriate person for review.
4. You are requested to inform nursery of any food, medicine, activity or any other circumstances that may cause the child to have an allergic reaction/allergy. You must provide details of the severity of the reaction/allergy and must continue to inform nursery of any changes/progress to the condition when they become aware of it. You are requested to inform nursery of any changes to all information kept in nursery.
5. You agree that you will not at any time, whether throughout the continuance of this agreement or for a period of six months after its termination, directly or indirectly (via agencies) employ/entice away an employee with whom they have had contact or dealings with at nursery. In the event that this happens 25% of the gross annual salary will be payable by you to the nursery.
6. We may require you to withdraw your child from nursery in the event that you are not completely honest about the child's condition or withholds or is found to have withheld important information.

## 9. LIABILITY

1. We accept no responsibility for children whilst in their parents' care on nursery premises i.e. prior to arrival or after pick up. We will not be liable to parents and / or children for any economic loss of any kind, for damage to the child's or parents' property, for any loss resulting from a claim made by any third party or for any special, indirect or consequential loss or damage of any kind.
2. We will make reasonable endeavours to keep parents' and / or children's property in good order but we do not accept liability for damage to such property.

## 10. ACCIDENTS AND ILLNESS

1. We reserve the right to administer basic first aid and treatment when necessary. We will inform you of all accidents and you will be required to sign an accident form. For accidents of a more serious nature, involving hospital treatment, all attempts will be made by the nursery to contact you but failing this, we are hereby authorised to act on behalf of parents and authorise necessary treatment. We will ask you to complete the authorization of medicine form should you require us to give medicine whilst at nursery.
2. We may require you to withdraw your child from nursery, in the event that they require special medical care or attention, which is not available or refused by you or it is considered that the child is not well enough to attend nursery.
3. We may also ask you to withdraw your child from nursery, if we have reasonable cause to believe that they are or maybe suffering from or has suffered from any contagious disease/infection and there remains a danger that other children at the nursery may contract such a disease/infection.
4. We accept no responsibility for children contracting contagious diseases/infections. Please refer to our sickness policy regarding incubation and exclusion periods.
5. We understand the needs of working parents but we reserve the right to contact you if your child becomes ill whilst at nursery and require you to arrange for your child to be collected.
6. You are requested to inform the nursery if your child is suffering from any illness, sickness or allergies before attending nursery. In line with current safeguarding children legislation, we are obliged to chase up the whereabouts of any child that has not attended nursery for more than 3 days without contact from the family.

## 11. AGREEMENT

1. These Terms and Conditions represent the entire agreement and understanding between, "You" the parent and, "We" 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.
2. We reserve the right to update/amend these Terms and Conditions at any time. You will be given one month's notice of changes made. If you do not accept notified changes you must give one month's notice in writing and withdraw your child from the nursery. The continued attendance of a child at the nursery after one month will be deemed as accepting the notified changes.
3. This agreement is governed by the Law of England and any disputes that cannot be settled by agreement will be dealt with in the English Courts. Where available the small claims court arbitration service will first be used in the event that any disputes cannot be resolved.